

# WEIGAND

AUCTION

# PROPERTY INFORMATION

10100 SW Diamond Rd. Augusta, KS



## ACRES:

58.3± Acres

## HOME SF

3,571± SF

## BED & BATH

4 Beds

3 Baths

## YEAR BUILT

2013

## ABOUT THE LOCATION

Centrally located between Andover and Augusta, this 58± acre property offers wooded seclusion with easy access to Highway 400. Improvements include a modular home with split floor plan, granite kitchen, two suites, multiple sunrooms, and a basement with extra bedrooms, living space, and storage. The land features a watershed pond, long drive, several garages, and a backup generator for added security.

## QUICK TERMS

- Reserve Auction
- 10% Buyer's Premium added to high bid
- Broker Participation available (contact auction company)
- Earnest Money: 10% (30-day closing) or 15% (45-day closing), due within 24 hours
- Closing: On or before 30 or 45 days, per selected schedule



Trevor Burford | Auctioneer  
316-292-3916 | [tburford@weigand.com](mailto:tburford@weigand.com)



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**AUCTION PROCEDURES:** Auction is subject to seller's confirmation. Online bidding is by approval only. Bidding will remain open until three (3) minutes have passed without receiving an acceptable bid. J.P. Weigand & Sons, Inc. Auction reserves the right to request a proof of funds letter from a bank to participate in online bidding.

**BUYER'S PREMIUM:** A buyer's premium of ten percent (10%) of the final bid will be added to the final bid price to determine the total purchase price.

**AUCTION TERMS:** The successful bidder shall be required to deposit, as non-refundable earnest money, an amount equal to either: (a) ten percent (10%) of the total of the combined amount of the Final Bid Price and of the Buyer's Premium if bidder opts for closing to occur thirty (30) days from the full execution of the Auction Real Estate Purchase Agreement; or (b) fifteen percent (15%) of the total of the combined amount of the Final Bid Price and of the Buyer's Premium if bidder opts for closing to occur forty-five (45) days from the full execution of the Auction Real Estate Purchase Agreement. Final determination of earnest money and closing to be made upon bidder's execution of the Auction Real Estate Purchase Agreement. Checks will be made payable to and held in escrow by a title company to be named. The balance of the purchase price will be paid in certified funds at closing.

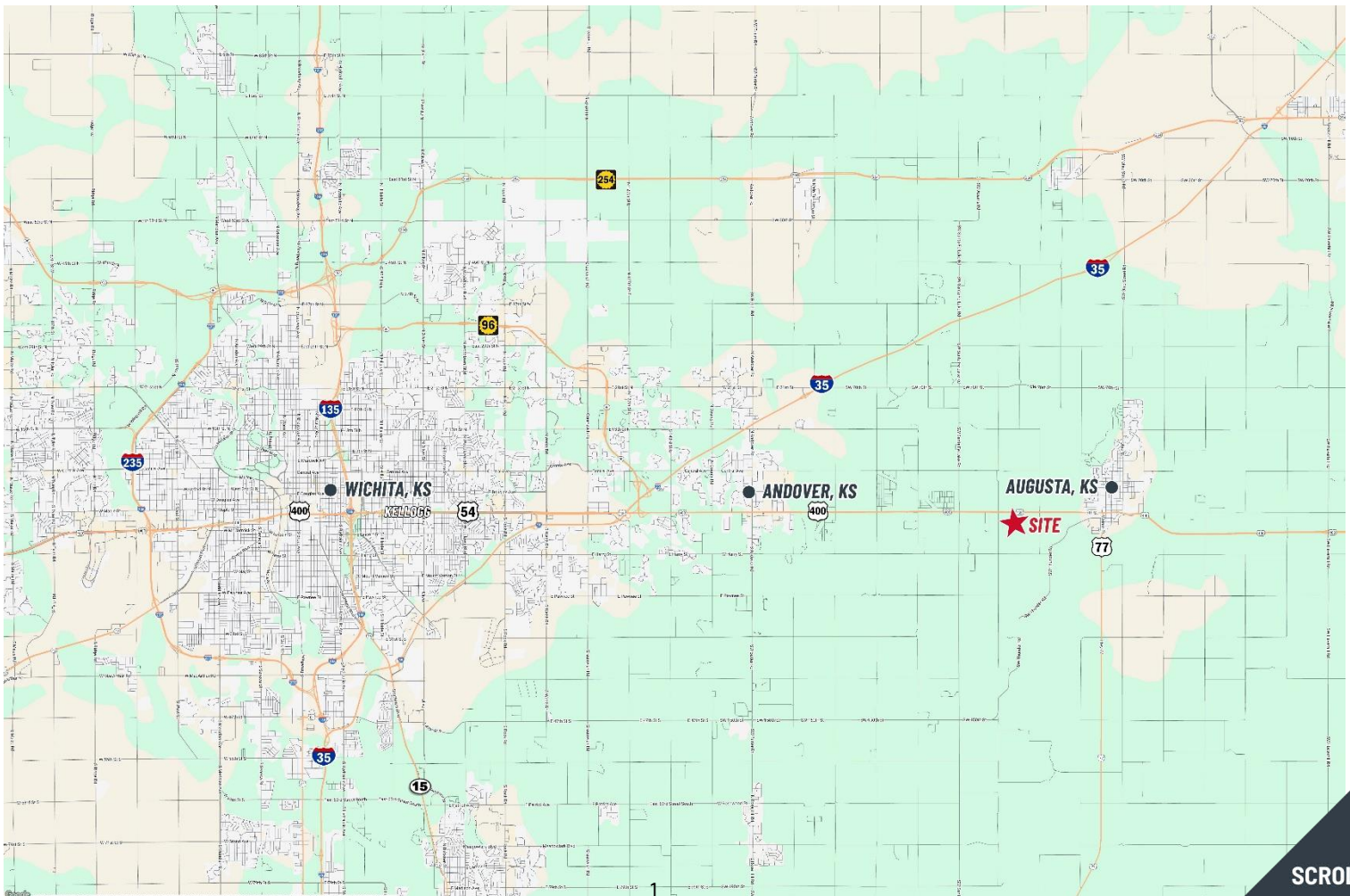
**IMPORTANT NOTICE:** All the information contained in this brochure was obtained from sources believed to be correct but is not guaranteed. This property will be sold "as is, where is" and bidders shall only rely on their own information, judgment, and inspection of the property and records. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations.

**BROKER PARTICIPATION:** At the completion of a successful closing, a fee of three percent (3%) of the final bid price will be paid by J.P. Weigand & Sons, Inc. to the broker properly registering and representing the successful bidder. Please visit [WeigandAuctions.com](http://WeigandAuctions.com) for a detailed explanation of Terms and Conditions.



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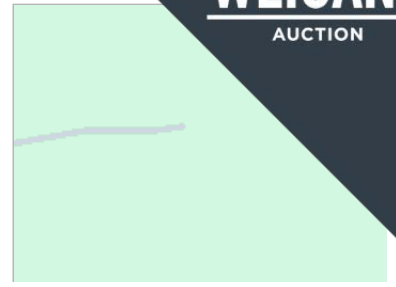




# STANDARD



**MLS #** 661351  
**Status** Active  
**Contingency Reason**  
**Area** SCKMLS  
**Address** 10100 Diamond  
**Address 2**  
**City** Augusta  
**Zip** 67010  
**Asking Price** \$0  
**Original Price** \$0  
**Picture Count** 36



## KEYWORDS

**AG Bedrooms** 4  
**Total Bedrooms** 4.00  
**AG Full Baths** 3  
**AG Half Baths** 0  
**Total Full Baths** 5  
**Total Half Baths** 0  
**Total Baths** 5  
**Old Total Baths**  
**Garage Size** 4+  
**Basement** Yes - Finished  
**Levels** One Story  
**Approximate Age** 11 - 20 Years  
**Acreage** 10.01 or More

**Approx. AGLA** 3571  
**AGLA Source** Court House  
**Approx. BFA** 2280.00  
**BFA Source** Court House  
**Approx. TFLA** 5,851  
**Lot Size/SqFt** 2,674,584  
**Number of Acres** 61.40

## GENERAL

<b>List Agent</b>	Trevor Burford - CELL: 316-644-4276	<b>List Office</b>	J.P. Weigand & Sons - OFF: 316-262-6400
<b>Co-List Agent</b>		<b>Co-List Office</b>	
<b>Showing Phone</b>	888-874-0581	<b>Model Home Phone</b>	
<b>Year Built</b>	2013	<b>Builder</b>	
<b>Est. Completion Date</b>		<b>Building Permit Date</b>	
<b>Parcel ID</b>	299-29-0-00-00-010-00-0	<b>School District</b>	Augusta School District (USD 402)
<b>Elementary School</b>	Augusta Schools	<b>Middle School</b>	Augusta
<b>High School</b>	Augusta	<b>Subdivision</b>	NONE LISTED ON TAX RECORD
<b>Legal</b>	S29, T27, R04E, ACRES 61.4, N1/2 NW1/4 EXC E326 & EXC BEG 326W NE/C NW1/4 S465.5 W540 N465.5 E66.28	<b>List Date</b>	9/5/2025
<b>Expiration Date</b>	1/7/2026	<b>Realtor.com Y/N</b>	Yes
<b>Display on Public Websites</b>	Yes	<b>Display Address</b>	Yes
<b>VOW: Allow AVM</b>	Yes	<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Virtual Tour Y/N</b>		<b>Days On Market</b>	5
<b>Cumulative DOM</b>	5	<b>Cumulative DOMLS</b>	
<b>Input Date</b>	9/5/2025 1:16 PM	<b>Update Date</b>	9/8/2025
<b>Off Market Date</b>		<b>Status Date</b>	9/5/2025
<b>HotSheet Date</b>	9/5/2025	<b>Price Date</b>	9/5/2025
<b>Master Bedroom Level</b>	Main	<b>Master Bedroom Dimensions</b>	17'6"x14
<b>Master Bedroom Flooring</b>	Wood Laminate	<b>Living Room Level</b>	Main
<b>Living Room Dimensions</b>	17'5"x14	<b>Living Room Flooring</b>	Wood Laminate
<b>Kitchen Level</b>	Main	<b>Kitchen Dimensions</b>	20x14
<b>Kitchen Flooring</b>	Wood Laminate	<b>Room 4 Type</b>	Family Room
<b>Room 4 Level</b>	Main	<b>Room 4 Dimensions</b>	19'6"x14
<b>Room 4 Flooring</b>	Wood Laminate	<b>Room 5 Type</b>	Bedroom
<b>Room 5 Level</b>	Main	<b>Room 5 Dimensions</b>	11x14
<b>Room 5 Flooring</b>	Wood Laminate	<b>Room 6 Type</b>	Bedroom
<b>Room 6 Level</b>	Main	<b>Room 6 Dimensions</b>	10'9"x14
<b>Room 6 Flooring</b>	Wood Laminate	<b>Room 7 Type</b>	Bedroom
<b>Room 7 Level</b>	Main	<b>Room 7 Dimensions</b>	10'9"x14
<b>Room 7 Flooring</b>	Wood Laminate	<b>Room 8 Type</b>	Laundry
<b>Room 8 Level</b>	Main	<b>Room 8 Dimensions</b>	11x7
<b>Room 8 Flooring</b>	Tile	<b>Room 9 Type</b>	
<b>Room 9 Level</b>		<b>Room 9 Dimensions</b>	
<b>Room 9 Flooring</b>		<b>Room 10 Type</b>	



GENERAL

Room 10 Level		Room 10 Dimensions	
Room 10 Flooring		Room 11 Type	
Room 11 Level		Room 11 Dimensions	
Room 11 Flooring		Room 12 Type	
Room 12 Level		Room 12 Dimensions	
Room 12 Flooring		Class	Residential
Property Type	Single Family OffSite Blt	State	KS
For Sale/Auction/For Rent	Auction	County	Butler
Term of Lease		Virtual Tour 2 Label	
Virtual Tour 3 Label		Virtual Tour 4 Label	
Previous Status		Owner Name	
Owner Name 2		Real Estate Transaction Y/N	
FIPS Code	20015	Room 1 Type	
Room 2 Type		Room 3 Type	
Level of Service	Full Service	Great Plains Navica	
\$/AGLA	\$0.00	\$/TFLA	\$0.00
On Market Date		COO Date	
Associated Document Count	0	Doc Manager	0
Listing Visibility Type	MLS Listing	Geocode Quality	Exact Match
Price Per SQFT		Sold Price Per SQFT	
Mapping		Tax ID	
Input Date	9/5/2025 1:16 PM	Update Date	9/8/2025 12:33 PM
Unique Property Identifier		RESO Universal Property Identifier	
Showing Start Date		Floor Plans Count	0
Floor Plans Update Date			

DIRECTIONS

**Directions** From Andover: approx. 5 miles east on Kellogg to Diamond Rd, south to property approx. 1/4 mile.

FEATURES

<b>ARCHITECTURE</b> Modular-Perm Foundation	<b>GARAGE</b> Detached Opener Oversized Zero Entry	<b>HEATING</b> Electric Propane-Leased Other/See Remarks	<b>INTERIOR AMENITIES</b> Ceiling Fan(s) Closet-Walk-In Wood Laminate
<b>EXTERIOR CONSTRUCTION</b> Other/See Remarks		<b>DINING AREA</b> Formal Kitchen/Dining Combo Kitchen/Family Room	<b>POSSESSION</b> At Closing
<b>ROOF</b> Composition	<b>FLOOD INSURANCE</b> Unknown	<b>KITCHEN FEATURES</b> Island Range Hood Electric Hookup Gas Hookup Granite Counters	<b>PROPOSED FINANCING</b> Conventional Other/See Remarks
<b>LOT DESCRIPTION</b> Irregular Pond/Lake Wooded	<b>UTILITIES</b> Lagoon Propane Gas Rural Water	<b>APPLIANCES</b> Dishwasher Refrigerator Range/Oven	<b>WARRANTY</b> No Warranty Provided
<b>FRONTAGE</b> Unpaved Frontage	<b>BASEMENT / FOUNDATION</b> Full View Out Walk Out Below Grade	<b>MASTER BEDROOM</b> Master Bdrm on Main Level Split Bedroom Plan Sep. Tub/Shower/Mstr Bdrm Two Sinks Granite Counters Jetted Tub	<b>OWNERSHIP</b> Individual
<b>EXTERIOR AMENITIES</b> Patio Covered Patio Deck Covered Deck Fence-Chain Fence-Wood Fence-Other/See Remarks Gas Grill Guttering Handicap Access Irrigation Pump Irrigation Well RV Parking Storage Building(s) Storm Door(s)	<b>BASEMENT FINISH</b> Bsmt Rec/Family Room Game Room Bsmt Office Kitchen Bsmt Storage 3 Add. Finished Rooms Other/See Remarks Bsmt Living Room Bsmt Bonus Room Bsmt Exercise Room Bsmt Mud Room	<b>AG OTHER ROOMS</b> Family Room-Main Level Mud Room Sun Room	<b>PROPERTY CONDITION REPORT</b> Yes
	<b>COOLING</b> Central Electric	<b>LAUNDRY</b> Main Floor 220-Electric	<b>DOCUMENTS ON FILE</b> Documents Online Floor Plan Ground Water Sellers Prop. Disclosure
			<b>SHOWING INSTRUCTIONS</b> Appt Req-Call Showing #
			<b>LOCKBOX</b> SCKMLS
			<b>TYPE OF LISTING</b> Excl Right w/Reserve
			<b>AGENT TYPE</b> Designated Sell Agent

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$0.00	Home Warranty Purchased	none
General Tax Year	2024	Earnest \$ Deposited With	Security First Title

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TO TOP



Yearly Specials	\$0.00
Total Specials	\$0.00

PUBLIC REMARKS

**Public Remarks** ONLINE AUCTION ONLY. BIDDING OPENS: Monday, September 8th, 2025, at 2 PM (cst) | BIDDING CLOSES: Friday October 10th, 2025, at 12:00 PM (cst). Bidding will extend and remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment only. This property will be sold “as is, where is” and bidders shall only rely on their own information, judgment, and inspection of the property and records. Any shown property lines on pictures are approximate and not official. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. A buyer’s premium of ten percent (10%) of the final bid will be added to the final bid price to determine the total purchase price. Centrally located between Andover and Augusta lies wooded haven of seclusion and solitude with the immediate convenience of neighboring Kellogg/US 54. This private retreat sits on approximately 58± heavily wooded acres and features a large watershed pond and a long scenic, newly graveled driveway. You can choose to park in the concrete circle drive, which includes covered parking for up to four vehicles next to the home, or in either the 21x24 two-car garage or the 50x26 four-car detached garage. This custom-built modular home, constructed with 2x6 exterior walls, features a split floor plan. The primary suite includes a spacious walk-in closet and bathroom. One of the three main floor bedrooms offers immediate bathroom access, making it ideal as a potential second master suite. The kitchen boasts beautiful cabinetry and granite countertops, with all stainless-steel appliances included—featuring a gas cooktop. Enjoy year-round sunrises on the open deck or in the 11'x49' temperature-controlled sunroom, which includes an additional gas cooktop, grill, prep counter, and sink. Prefer sunsets? No problem—you can enjoy those, too, either from the covered porch on the west side of the home or the second enclosed, temperature-controlled sunroom on the north side. The basement offers dual access: one stairway in the center of the home and another near the north end. In the basement, you'll find three non-conforming bedrooms, additional living space currently being used as a gym, and an abundance of storage. Plumbing has been roughed in for a kitchenette area, and a backup generator is also included. DISCLAIMER: All information is deemed reliable and accurate but not guaranteed. This property will be sold “as-is, where-is”, and bidders must rely solely on their own inspections, information, and judgment. The property is subject to all applicable Federal, State, and/or Local Government Regulations. A 10% buyer’s premium will be added to the final bid price to determine the total purchase price. \*\*\* Kitchen cabinets, countertops, stove, dishwasher in the basement kitchenette area will remain with property and transfer with property to successful bidder at closing. \*\*\* \*\*PERSONAL PROPERTY AUCTION\*\*\* Subject to a successful property auction and closing all other personal property including but not limited tools, household items, vehicles, tractor and attachments, mower etc. found on the premise will be sold at live auction immediately following the sale with separate and additional terms to be announced later.

MARKETING REMARKS

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PRIVATE REMARKS

**Private Remarks** Seller currently has multiple peacocks and pet deer in the fenced and enclosed backyard. Buyers welcome to walk the area, please CLOSE all gates and doors when used. \*\*\*Kitchen cabinets, countertops, stove, dishwasher in the basement kitchenette area will remain with property and transfer with property to successful bidder at closing.\*\*\* \*\*PERSONAL PROPERTY AUCTION\*\*\* Subject to a successful auction the the personal property found on the premise including but not limited to household items, hand and power tools, vehicles, mower, tractor and tractor attachments, storage container etc. will all be sold at a LIVE personal property auction soon after the successful auction of real estate. Separate terms and conditions of personal property sale will be determined at a later time.

AUCTION

Type of Auction Sale	Reserve
Method of Auction	Online Only
Auction Location	weigandauctions.com

- 1 - Open for Preview    Yes
- 1 - Open/Preview Date    9/14/2025
- 41 - Open Start Time    1:00pm

SCROLL  
TO TOP



<b>Auction Offering</b>	Real Estate Only	<b>1 - Open End Time</b>	5:00pm
<b>Auction Date</b>	9/8/2025	<b>2 - Open for Preview</b>	Yes
<b>Auction Start Time</b>	2:00pm	<b>2 - Open/Preview Date</b>	9/28/2025
<b>Auction End Date</b>	10/10/2025	<b>2 - Open Start Time</b>	1:00pm
<b>Auction End Time</b>	1:00pm	<b>2 - Open End Time</b>	5:00pm
<b>Broker Registration Req</b>	Yes	<b>3 - Open for Preview</b>	
<b>Buyer Premium Y/N</b>	Yes	<b>3 - Open/Preview Date</b>	
<b>Premium Amount</b>	10.00	<b>3 - Open Start Time</b>	
<b>Earnest Money Y/N</b>	Yes	<b>3 - Open End Time</b>	
<b>Earnest Amount %/\$</b>	10.00		

TERMS OF SALE

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PERSONAL PROPERTY

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SOLD

<b>How Sold</b>	<b>Selling Agent</b>
<b>Sale Price</b>	<b>Co-Selling Agent</b>
<b>Net Sold Price</b>	<b>Selling Office</b>
<b>Pending Date</b>	<b>Co-Selling Office</b>
<b>Closing Date</b>	<b>Appraiser Name</b>
<b>Short Sale Y/N</b>	<b>Non-Mbr Appr Name</b>
<b>Seller Paid Loan Asst.</b>	
<b>Previously Listed Y/N</b>	
<b>Includes Lot Y/N</b>	
<b>Sold at Auction Y/N</b>	

ADDITIONAL PICTURES



Aerial View



Aerial View



Aerial View



Front Of Structure



Living Room



Living Room

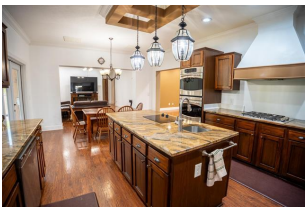


Kitchen



Kitchen





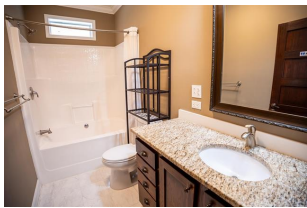
Kitchen



Laundry



Bedroom



Bathroom



Bedroom



Bedroom



Walk In Closets



Bathroom



Sun Room



Sun Room



Game Room



Game Room



Stairs



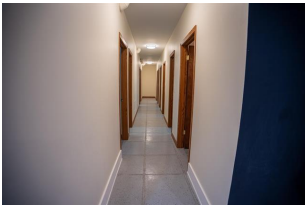
Kitchen



Bar



Exercise Room



Hallway



Other



Bathroom



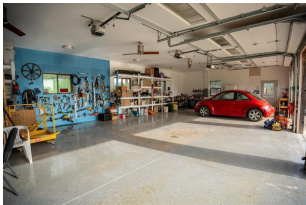
Bathroom



Deck



Garage



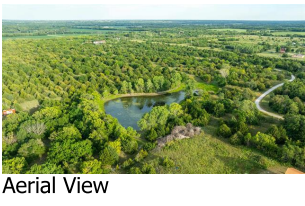
Garage



Aerial View



View



Aerial View



Floor Plan

**DISCLAIMER**

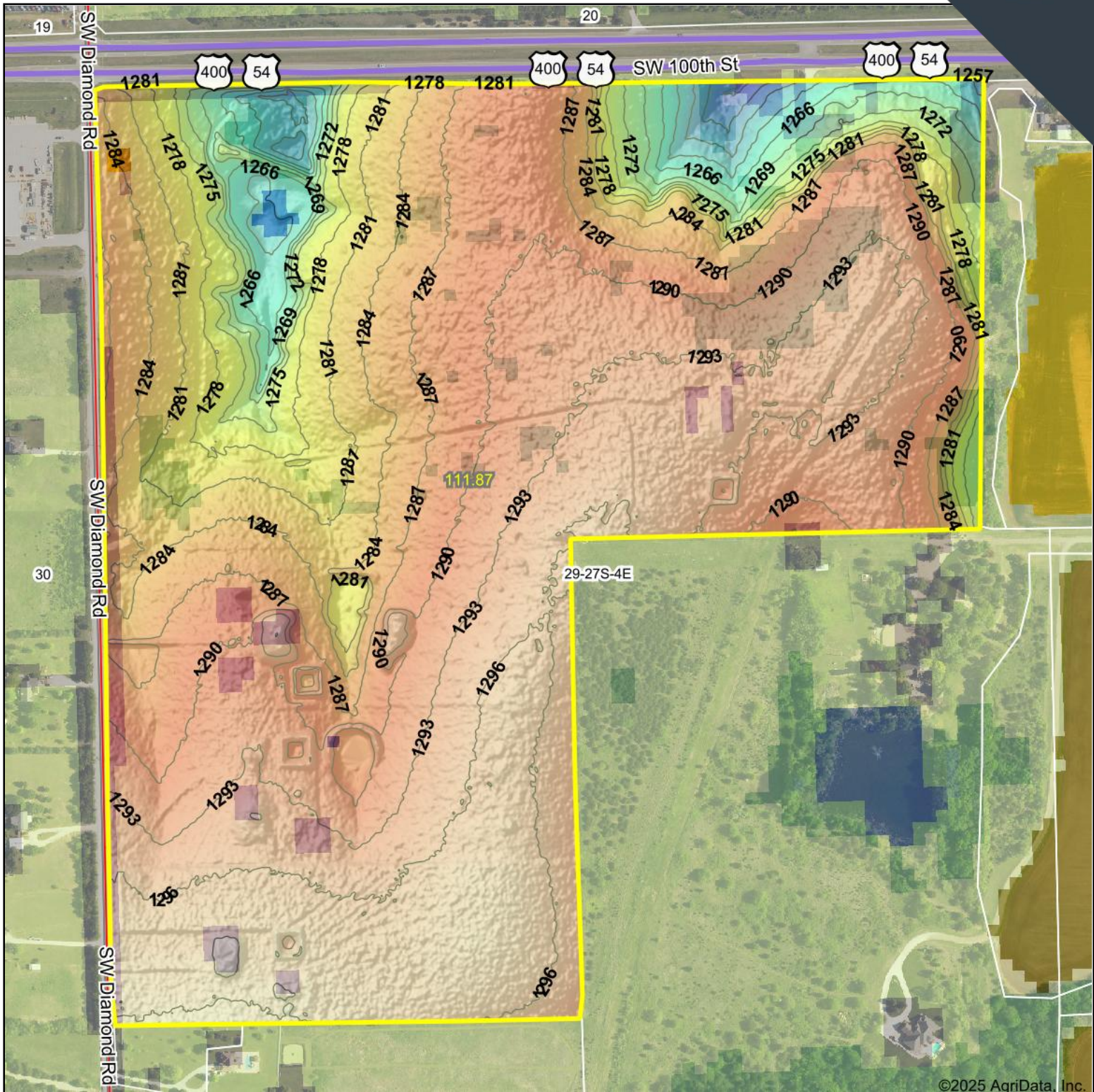
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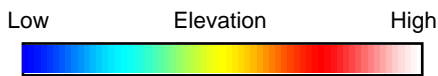
# Topography Hillshade

**WEIGAND**

AUCTION



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Source: USGS 1 meter dem

Interval(ft): 3

Min: 1,253.2

Max: 1,301.3

Range: 48.1

Average: 1,287.1

Standard Deviation: 9.06 ft

0ft 434ft 868ft



9/10/2025

**29-27S-4E**  
**Butler County**  
**Kansas**



Maps Provided By:



© AgriData, Inc. 2023

www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Crop data provided by USDA National Agricultural Statistics Service Cropland Data Layer.

Boundary Center: 37° 40' 32.91, -97° 1' 19

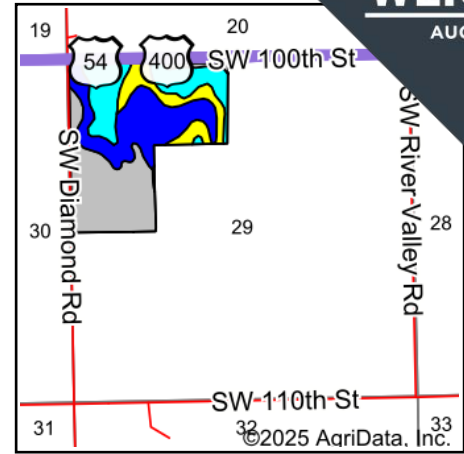
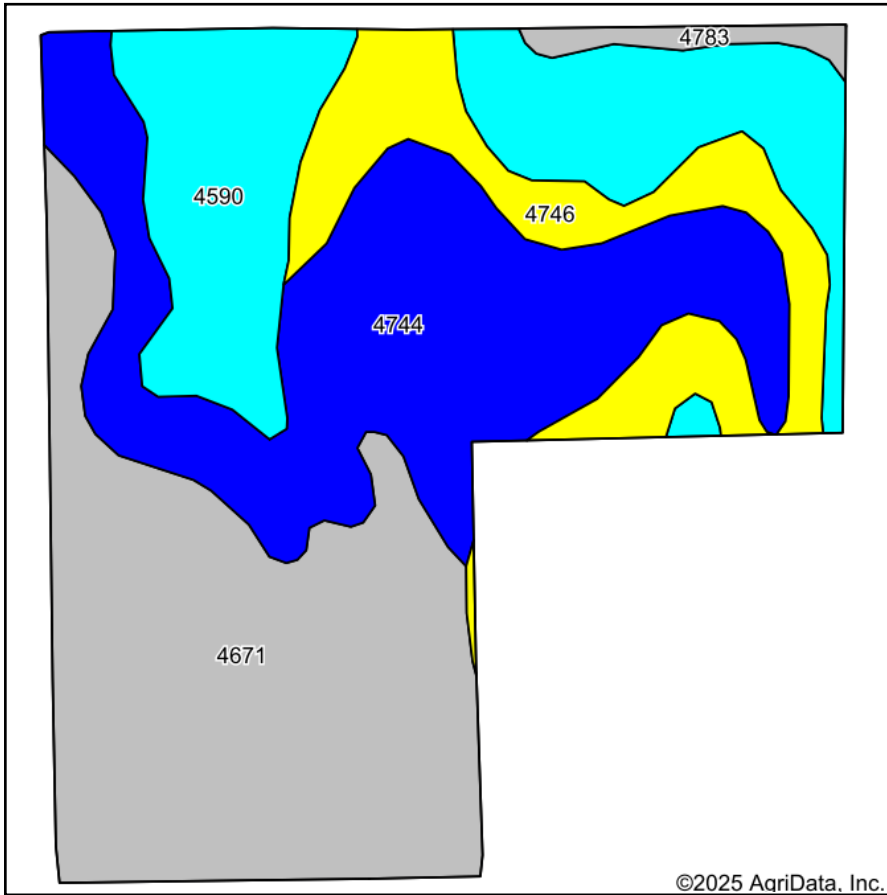
**SCROLL**  
**TO TOP**



# Soils Map

**WEIGAND**

AUCTION



State: **Kansas**  
 County: **Butler**  
 Location: **29-27S-4E**  
 Township: **Augusta**  
 Acres: **111.87**  
 Date: **9/10/2025**



Maps Provided By:



Area Symbol: KS015, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	*n NCCPI Cotton
4671	Irwin silty clay loam, 1 to 3 percent slopes	38.40	34.4%		IIIIs	IIIIs	3585	56	45	55	55	40
4744	Labette-Dwight complex, 0 to 3 percent slopes	33.01	29.5%		Ile	Ile	4135	50	36	50	43	30
4590	Clime-Sogn complex, 3 to 20 percent slopes	25.17	22.5%		Vle		3310	36	32	36	33	18
4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	13.68	12.2%		IVe	IIIe	3705	37	32	37	33	19
4783	Tully silty clay loam, 3 to 7 percent slopes	1.61	1.4%		IIIe	IIIe	4985	60	59	59	60	44
Weighted Average					3.50	*-	3720.2	*n 47.5	*n 38	*n 47.1	*n 43.9	*n 29.6

\*n: The aggregation method is "Weighted Average using all components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method

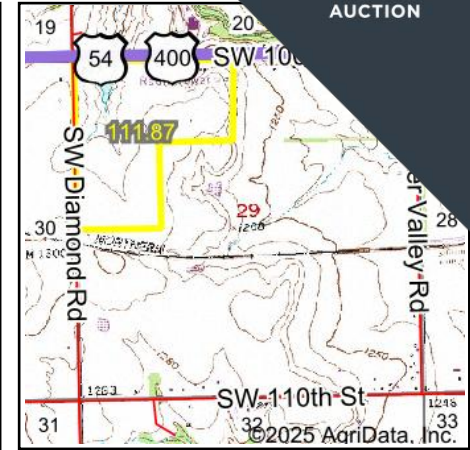
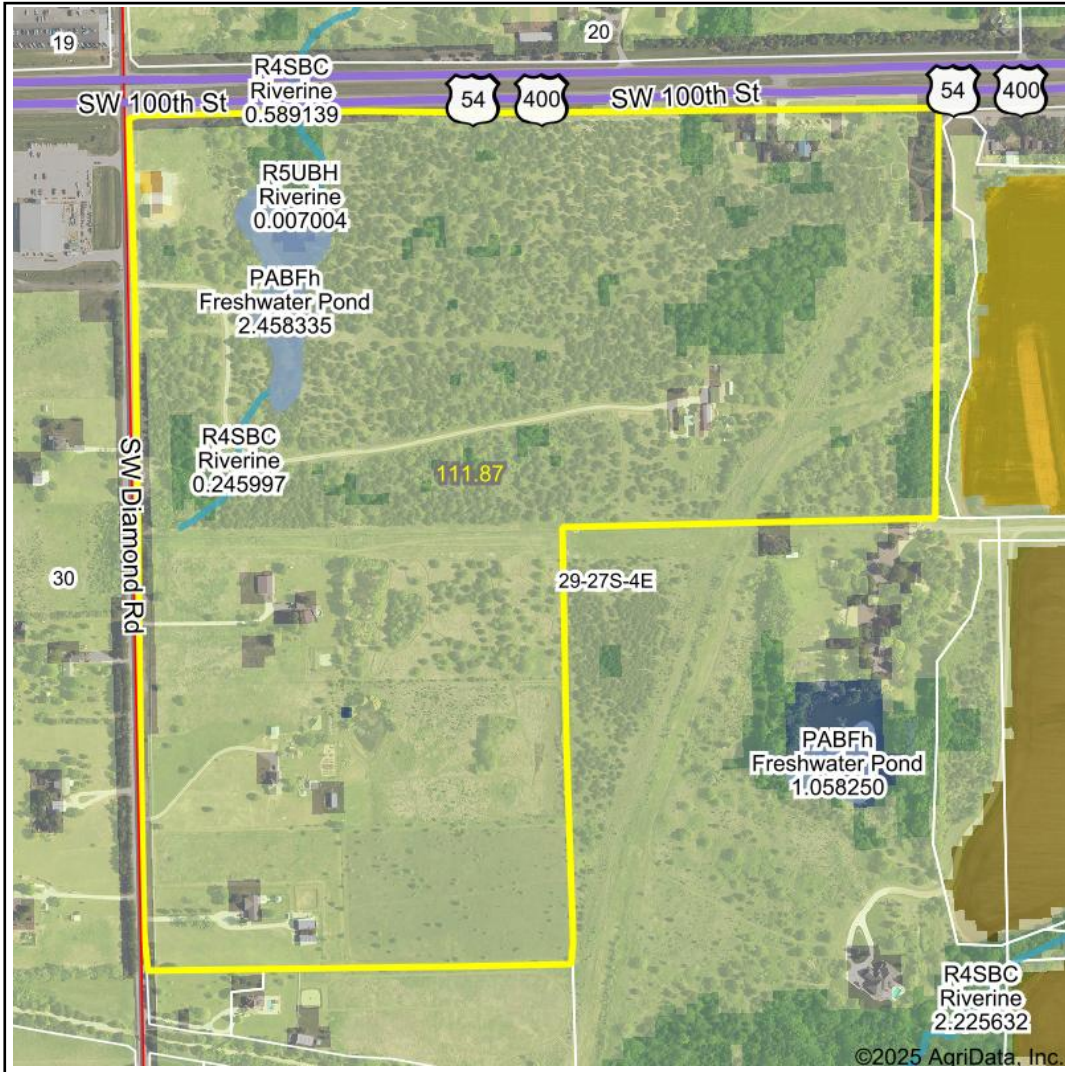
\*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.



# Wetlands Map

**WEIGAND**

AUCTION



State: **Kansas**  
 Location: **29-27S-4E**  
 County: **Butler**  
 Township: **Augusta**  
 Date: **9/10/2025**



Maps Provided By:



0ft 675ft 1350ft

Classification Code	Type	Acres
PABFh	Freshwater Pond	2.46
R4SBC	Riverine	0.39
R5UBH	Riverine	0.01
Total Acres		2.86

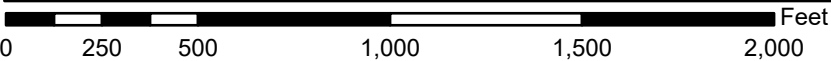
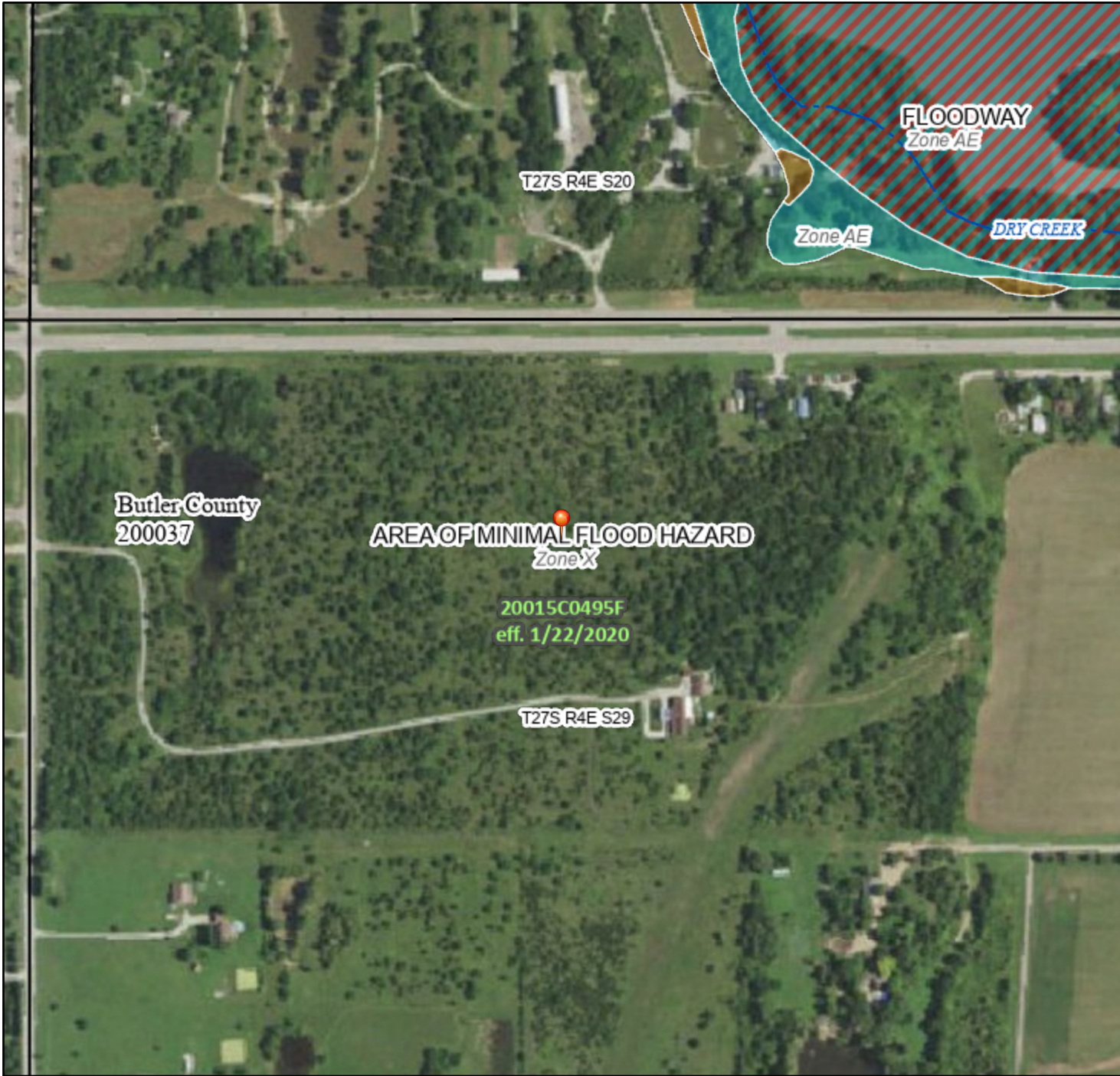
Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>



# National Flood Hazard Layer FIRMMette



97°1'36"W 37°40'55"N



1:6,000 10

97°0'59"W 37°40'27"N

Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



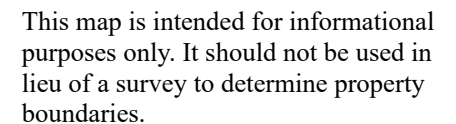
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/9/2025 at 4:51 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.







# PROPERTY TAX INFORMATION



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## Current Tax Information

<b>Type</b>	<b>CAMA Number</b>	<b>Tax Identification</b>
RL	299 29 0 00 00 010 00 0 01	150-378000
<b>Owner ID</b>	SHAH00004 SHAHZADA, KAMRAN SHAHZADA, MAGHMA	
<b>Taxpayer ID</b>	CORE00007 CORELOGIC TAX SERVICES ATTN: ESCROW REPORTING	
	10100 SW DIAMOND	67010
<b>Subdivision</b>	<b>Block</b>	<b>Lot(s)</b>
		<b>Section</b> 29 <b>Township</b> 27 <b>Range</b> 04

[Tax History](#)  
[Current Real Estate Detail](#)  
[GIS Map](#)  
[Print Friendly Version](#)

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<a href="#">2024</a>	0038555	001			0.00	2,892.25	2,892.25	2,892.25	Yes	No

Click on underlined tax year to see payment detail and where the tax dollars go.

\* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

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[Back To Search Criteria](#)



# PROPERTY TAX INFORMATION



Database was last updated on 04/14/2025

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[Logout](#)

## Tax Statement Details

<b>Type</b>	<b>CAMA Number</b>	<b>Tax Identification</b>
RL	299 29 0 00 00 010 00 0 01	150-378000
<b>Owner ID</b>	SHAH00004 SHAHZADA, KAMRAN SHAHZADA, MAGHMA	
<b>Taxpayer ID</b>	CORE00007 CORELOGIC TAX SERVICES ATTN: ESCROW REPORTING	
10100 SW DIAMOND		67010
<b>Subdivision</b>	<b>Block</b>	<b>Lot(s)</b>
		<b>Section</b> 29 <b>Township</b> 27 <b>Range</b> 04

[Current Taxes](#)

[Current Real Estate Detail](#)

[GIS Map](#)

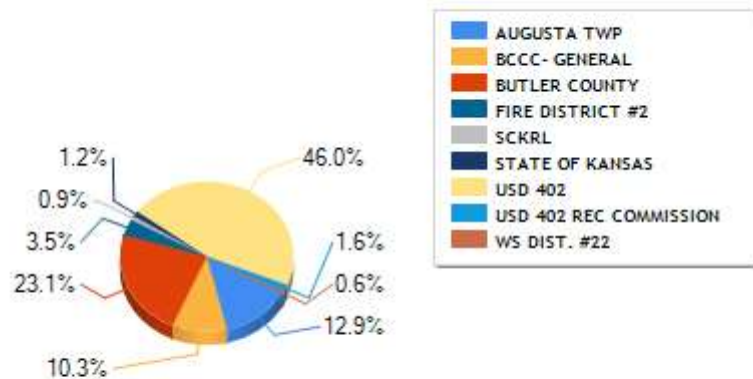
[Print Friendly Version](#)

## Statement # 0038555

### Details

Total Assessed Value:	\$46,116.00
Total Mill Levy:	129.17400
General Tax:	\$5,784.50
Specials:	\$0.00
Total Tax:	\$5,784.50
Received To Date:	\$2,892.25
Balance:	\$2,892.25
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$2,892.25

### Taxes by Tax Districts



## Receipt Information

<b>Receipt #</b>	<b>Date</b>	<b>Tax Year</b>	<b>TaxInt/Fee</b>
850354	12/18/2024	2024	\$2,892.25 \$0.00

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

[Back To Search Results](#)

[Back To Search Criteria](#)



# PROPERTY TAX INFORMATION



[Return To County Website](#)

[Logout](#)

## Tax History Information

**Type** RL **CAMA Number** 299 29 0 00 00 010 00 0 01 **Tax Identification** 150-378000

**Owner ID** SHAH00004 SHAHZADA, KAMRAN SHAHZADA, MAGHMA

**Taxpayer ID** CORE00007 CORELOGIC TAX SERVICES ATTN: ESCROW REPORTING

10100 SW DIAMOND 67010

**Subdivision** **Block** **Lot(s)** **Section**29 **Township**27 **Range** 04

[Current Taxes](#)

[Current Real Estate Detail](#)

[GIS Map](#)

[Print Friendly Version](#)

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<a href="#">2023</a>	SHAH00004	0038659	001			0.00	2,798.78	2,798.78	0.00	Yes	Yes
<a href="#">2022</a>	SHAH00004	0036340	001			0.00	2,682.35	2,682.35	0.00	Yes	Yes
<a href="#">2021</a>	SHAH00004	0075210	001			0.00	1,995.07	1,995.07	0.00	Yes	Yes
<a href="#">2020</a>	SHAH00004	0068895	001			0.00	2,021.22	2,021.22	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

\* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

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[Back To Search Criteria](#)



This database was last updated on 4/13/2025 at 8:06 PM

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## Parcel Details for 008-299-29-0-00-00-010.00-0 - Printer Friendly Version

Owner Information	
<b>Owner's Name (Primary):</b>	SHAHZADA, KAMRAN & SHAHZADA, NAGHMA
<b>Mailing Address:</b>	PO Box 160 Augusta, KS 67010-0160

Property Address	
<b>Address:</b>	10100 SW Diamond Rd Augusta, KS 67010

General Property Information	
<b>Property Class:</b>	Farm Homesite - F
<b>Living Units:</b>	1
<b>Zoning:</b>	
<b>Neighborhood:</b>	009.0
<b>Taxing Unit:</b>	150

Deed Information	
Document #	Document Link
1008-0032	<a href="#">View Deed Information</a>
1008-0032	<a href="#">View Deed Information</a>
0934-0033	<a href="#">View Deed Information</a>
0934-0033	<a href="#">View Deed Information</a>
0879-0189	<a href="#">View Deed Information</a>
0879-0189	<a href="#">View Deed Information</a>
1008-0032	<a href="#">View Deed Information</a>
0934-0033	<a href="#">View Deed Information</a>
0879-0189	<a href="#">View Deed Information</a>



#### Neighborhood / Tract Information

**Neighborhood:** 009.0  
**Tract:** Section: 29 Township: 27 Range: 04E  
**Tract Description:** S29, T27, R04E, ACRES 61.4, N1/2 NW1/4 EXC E326 & EXC BEG 326W NE/C NW1/4 S465.5 W540 N465.5 E66.28 S168.4 E250 N170.6 E224.01 TO POB LESS ROW

#### Land Based Classification System

**Function:** Farming / ranch operation (with improvements)  
**Activity:** Farming, plowing, tilling, harvesting, or related activities  
**Ownership:** Private-fee simple  
**Site:** Dev Site - crops, grazing etc - with structures

#### Property Factors

**Topography:** Level - 1  
**Utilities:** All Public - 1  
**Access:** Semi Improved Road - 2  
**Fronting:** Private Road - 9  
**Location:** Neighborhood or Spot - 6  
**Parking Type:** Off Street - 1  
**Parking Quantity:** Adequate - 2  
**Parking Proximity:** On Site - 3  
**Parking Covered:**  
**Parking Uncovered:**

#### Appraised Values

Tax Year	Property Class	Land	Building	Total
2025	Farm Homesite - F	48,650	414,750	463,400
2025	Agricultural Use - A	4,930	74,280	79,210
2024	Farm Homesite - F	45,700	342,700	388,400
2024	Agricultural Use - A	4,830	00	4,830
2023	Farm Homesite - F	45,700	326,800	372,500
2023	Agricultural Use - A	4,870	00	4,870
2022	Farm Homesite - F	34,550	306,350	340,900
2022	Agricultural Use - A	4,650	00	4,650

#### Market Land Information

Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Acre	3.10			00
<b>Influence #1:</b>		<b>Influence #2:</b>		<b>Influence Override:</b>	
<b>Factor:</b>		<b>Factor:</b>		<b>Depth Factor:</b>	



**Building #: 1****Dwelling Information**

**Residence Type:** Residential/Agricultural - 1  
**Quality:** FR+  
**Year Built:** 2013  
**Effective Year:**  
**MS Style:** 1  
**LBCS Structure:** Manufactured home - double wide  
**# of Units:**  
**Total Living Area:**  
**Calculated Area:** 3,571  
**Main Floor LA:** 3,571  
**Upper Floor LA %:**  
**CDU:** AV  
**Phys / Func / Econ:** AV / N/A / N/A  
**Ovr % Good / RCN:** /  
**Remodel:** Basement Finish  
**% Complete:**  
**Assessment Class:**  
**MU Class #1 / %:** / **MU Class #2 / %:** / **MU Class #3 / %:** /

**Component Sales Information**

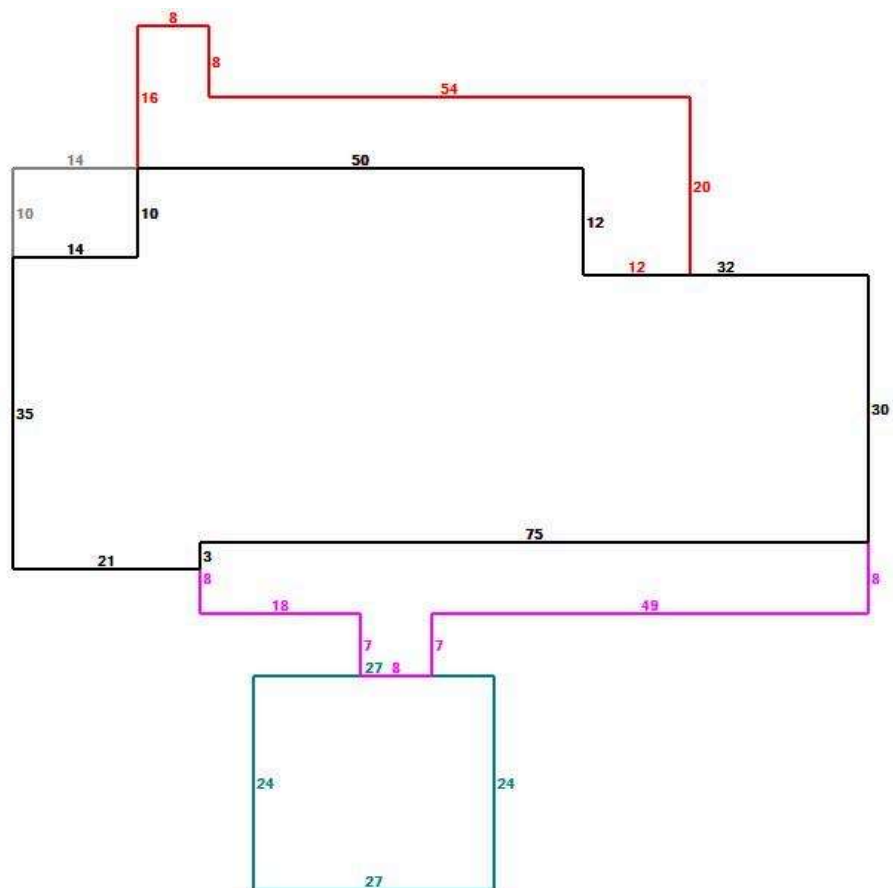
**Architectural Style:** Manufactured Home  
**Basement Type:** Full - 4  
**Total Rooms:** 6  
**Bedrooms:** 4  
**Family Rooms:**  
**Full Baths:** 3  
**Half Baths:**  
**Garage Capacity:**  
**Foundation:** Concrete - 2

**Residential Components**

Code / Description	Units	Percentage	Quality	Year
Open Slab Porch	140			
Wood Deck	704			
Composition Shingle		100		
Warmed & Cooled Air		100		
Automatic Floor Cover Allowance				
Plumbing Fixtures	14			
Plumbing Rough-ins	1			
Raised Subfloor	3,571			
Total Basement Area	2,280			
Frame, Cement Fiber Siding		100		
Wood Deck with Roof	656			
Slab on Grade	960			
Carport, Flat Roof	648			
Partition Finish Area	2,200			

**Building #: 1 Sketch Vector**





**Black** = Original  
**Gray** = Open Slab Porch (SF) 1  
**Red** = Wood Deck (SF) 2  
**Fuchsia** = Wood Deck (SF) with Roof 3  
**Teal** = Carport, Flat Roof (SF) 4

## Commercial Information [Information Not Available]

## Other Building Improvement Information

Occup	MS Class	Rank	Quantity	Year Built	Effective Year	LBCS	Area	Perim	Hgt	Dimensions (L x W)	Stories	Phys Cond	Func	Econ	Ovr %	Ovr Reason	RCN LD	% Good	MS Value
Residential Garage - Detached	D	GD	1	2013			1300	152	10	50 x 26	1	AV	AV				70174	47	32980
<b>Components</b>																			
<b>Code</b>	<b>Code Description</b>																		
8083																			
							<b>Units</b>			<b>Percentage %</b>		<b>Area</b>		<b>Other</b>		<b>Rank</b>		<b>Year</b>	
							1,300												
Residential Garage - Detached	D	AV	1	2016			504	90	10	21 x 24	1	AV	AV				21208	56	11880
<b>Components</b>																			
<b>Code</b>	<b>Code Description</b>																		
							<b>Units</b>			<b>Percentage %</b>		<b>Area</b>		<b>Other</b>		<b>Rank</b>		<b>Year</b>	
Secure Storage Shed, Prefabricated	S	AV	1	2015			320	96	8	40 x 8	1	AV	AV				15229	7	1070
<b>Components</b>																			
<b>Code</b>	<b>Code Description</b>																		
							<b>Units</b>			<b>Percentage %</b>		<b>Area</b>		<b>Other</b>		<b>Rank</b>		<b>Year</b>	
Residential Garage - Detached	P	AV	1	2024			2720	216	16	40 x 68	1	AV	AV				85381	87	74280
<b>Components</b>																			
<b>Code</b>	<b>Code Description</b>																		
							<b>Units</b>			<b>Percentage %</b>		<b>Area</b>		<b>Other</b>		<b>Rank</b>		<b>Year</b>	

## Agricultural Information

### Agricultural Land

<b>Land Type:</b>	Native Grass - NG	<b>Irrig. Type:</b>		<b>Adjust Code:</b>		<b>Use Value:</b>	1,000
<b>Acres:</b>	17.50	<b>Well Depth:</b>		<b>Govt. Prgm:</b>		<b>Market Value:</b>	44,350
<b>Soil Unit:</b>	4590	<b>Acres Feet:</b>		<b>Base Rate:</b>	57		
		<b>Acres Feet/Ac:</b>		<b>Adjust Rate:</b>	57		
<b>Land Type:</b>	Native Grass - NG	<b>Irrig. Type:</b>		<b>Adjust Code:</b>		<b>Use Value:</b>	250



<b>Acres:</b>	3.30	<b>Well Depth:</b>		<b>Govt. Prgm:</b>		<b>Market Value:</b>	11,460
<b>Soil Unit:</b>	4671	<b>Acre Feet:</b>		<b>Base Rate:</b>	77		
		<b>Acre Feet/Ac:</b>		<b>Adjust Rate:</b>	77		
<b>Land Type:</b>	Native Grass - NG	<b>Irrig. Type:</b>		<b>Adjust Code:</b>		<b>Use Value:</b>	2,530
<b>Acres:</b>	25.80	<b>Well Depth:</b>		<b>Govt. Prgm:</b>		<b>Market Value:</b>	113,780
<b>Soil Unit:</b>	4744	<b>Acre Feet:</b>		<b>Base Rate:</b>	98		
		<b>Acre Feet/Ac:</b>		<b>Adjust Rate:</b>	98		
<b>Land Type:</b>	Native Grass - NG	<b>Irrig. Type:</b>		<b>Adjust Code:</b>		<b>Use Value:</b>	1,110
<b>Acres:</b>	11.30	<b>Well Depth:</b>		<b>Govt. Prgm:</b>		<b>Market Value:</b>	49,830
<b>Soil Unit:</b>	4746	<b>Acre Feet:</b>		<b>Base Rate:</b>	98		
		<b>Acre Feet/Ac:</b>		<b>Adjust Rate:</b>	98		
<b>Land Type:</b>	Native Grass - NG	<b>Irrig. Type:</b>		<b>Adjust Code:</b>		<b>Use Value:</b>	40
<b>Acres:</b>	0.40	<b>Well Depth:</b>		<b>Govt. Prgm:</b>		<b>Market Value:</b>	1,760
<b>Soil Unit:</b>	4783	<b>Acre Feet:</b>		<b>Base Rate:</b>	98		
		<b>Acre Feet/Ac:</b>		<b>Adjust Rate:</b>	98		
<b>Agricultural Land Summary</b>							
<b>Native Grass - NG Acres:</b>				<b>Total Land Acres:</b>	58.30		
				<b>Total Land Use Value:</b>	4,930		
				<b>Total Land Mkt Value:</b>	221,180		

[This parcel record was last updated on 4/14/2025 at 6 am.](#)

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Version: 3.0.0.07 : 01/16/2020





## Commitment Cover Page

Order Number: **3126784**

Delivery Date: **04/18/2025**

Property Address: **10100 SW Diamond Rd., Augusta, KS 67010**

---

**For Closing Assistance**

Commercial Escrow  
727 N Waco Ave  
Ste 300  
Wichita, KS 67203  
Office: (316) 267-8371  
[CommercialEscrow@Security1st.com](mailto:CommercialEscrow@Security1st.com)

---

**For Title Assistance**

Eric Stucky  
114 E. Central  
  
El Dorado, KS 67042  
Office: (316) 293-1650  
[estucky@security1st.com](mailto:estucky@security1st.com)

---

**Agent for Seller**

J.P. Weigand & Sons, Inc. - Market St.  
Attention: Taylor Hake  
150 N. Market  
Wichita, KS 67202  
(316) 292-3970 (Work)  
thake@weigand.com  
Delivered via: Electronic Mail

*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*

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## Title Fee Invoice

Date:	04/18/2025	Buyer(s):	A Legal Entity, to be determined
Order No.:	3126784	Seller(s):	Kamran Shahzada and Naghma Shahzada
Issuing Office:	Commercial Escrow Security 1st Title 114 E. Central El Dorado, KS 67042	Property Address:	10100 SW Diamond Rd., Augusta, KS 67010

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$545.00
	<b>Total \$545.00</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

### Vesting Documents:

[Butler county recorded 08/17/2001 at book 1008 page 32](#)

### Tax Information:

[150-378000](#)

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

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## 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.

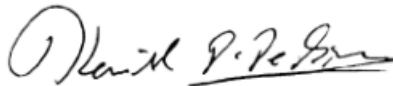
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### 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 California 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

Issuing Agent: Security 1st Title, LLC



Security 1<sup>st</sup> Title

Eric Stucky  
727 N Waco Ave, Ste 300  
Wichita, KS 67203  
(316) 293-1650 (Work)  
(316) 267-8115 (Work Fax)  
[estucky@security1st.com](mailto:estucky@security1st.com)





**Transaction Identification Data for reference only:**

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	114 E. Central El Dorado, KS 67042	Title Contact:	Eric Stucky 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 293-1650 (Work) (316) 267-8115 (Work Fax) <a href="mailto:estucky@security1st.com">estucky@security1st.com</a>
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	C-ES3126784		
Property Address:	10100 SW Diamond Rd., Augusta, KS 67010		

**SCHEDULE A**

**1. Commitment Date:**

04/10/2025 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

Proposed Insured: A Legal Entity, to be determined

The estate or interest to be insured: Fee Simple

\$1,000.00

**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:**

Kamran Shahzada and Nagma Shahzada

**5. The Land is described as follows:**

Property description set forth in Exhibit A attached hereto and made a part hereof.

**Security 1st Title**

By: 

**David Armagost, President**





Commitment No.: C-ES3126784

**Exhibit A**

The Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter, EXCEPT the East 326 feet thereof AND EXCEPT Beginning 600 feet West of the Northeast Corner of said Northwest Quarter, thence South 238.75 feet, thence West 100 feet, thence North 238.75 feet, thence East 100 feet to Beginning of excepted tract, AND EXCEPT Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 550.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 50.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 50.00 feet to the point of beginning of excepted tract, AND EXCEPT Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 700.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 100.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 100.00 feet to the point of beginning of excepted tract; in Section 29, Township 27 South, Range 4 East of the 6th P.M., in Butler County, Kansas,. LESS AND EXCEPT A tract in the North half of the Northwest Quarter of Section 29, Township 27 South, Range 4 East of the 6th P.M., in Butler County, Kansas; Commencing at the Northwest Corner of said Quarter Section, thence North 89°51'27" East (assumed) along the North line of said Quarter Section, 1789.84 feet, thence South 0°06'48" East, parallel with the East line of said Quarter Section, 70.93 feet to the South right-of-way of U.S. 54 Highway and the point of beginning, thence South 0°06'48" East, 465.50 feet, thence North 89°21'10" East, parallel with said right-of-way, 540.30 feet to a point 326.00 feet West of the East line of said Quarter Section, thence North 0°06'48" West, 465.50 feet to said right-of-way, thence South 89°21'10" West, along said right-of-way, 224.01 feet, thence South 0°06'48" East, 170.60 feet, thence South 89°51'27" West, parallel with the North line of said Quarter Section, 250.00 feet, thence North 0°06'48" West, 168.40 feet to said right-of-way, thence South 89°21'10" West, along said right-of-way, 66.28 feet to the point of beginning.

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## SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**  
  
**Tax Year: 2024**  
**Full Amount: \$5,784.50, Half Paid**  
**Tax Parcel Number: 150-378000**
6. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. File a release of Mortgage dated September 03, 2021, recorded September 16, 2021, as Book 2021, Page [10027](#), made by Kamran Shahzada and Naghma Shahzada, to Loanddepot.com, in the amount of \$465,685.00.
8. Provide this company with a properly completed and executed Owner's Affidavit.
9. File a Warranty Deed from Kamran Shahzada and Naghma Shahzada, stating marital status and joined by spouse, if any, to A Legal Entity, to be determined.



**10. Recording Information for Kansas Counties:**

**Deed: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)**

**Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

**NOTE:** The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

**NOTE:** For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

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**SCHEDULE B, PART II—Exceptions**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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 and not 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. **General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.**

**NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.**

8. **Subject to existing road, street or highway rights of way.**
9. **Highway right of way taken in Condemnation Case 22601.**
10. **Right of Way Easement for transmission lines filed in Misc. Book 193, Page [441](#)**  
**In favor of: Kansas Gas and Electric Company**  
**Affects: a portion of subject property**
11. **Right of Way Easement for transmission lines, filed in Misc. Book 197, page [472](#)**  
**In favor of: Kansas Gas and Electric Company**  
**Affects: a portion of subject property**
12. **An easement for Pipe Line Right-of-Way, recorded as Misc. Book 248, Page [216](#) and Misc. Book 320, page [77](#)**  
**In favor of: Anadarko Production Company; assigned to Skelly Gas Gathering, Inc.**  
**Affects: a portion of subject property; affidavit defining easement in Misc. Book 299, page [313](#).**
13. **Right of Way Easement for Transmission lines filed in Misc. Book 283, page [64](#).**  
**In favor of: Kansas Gas and Electric Company**  
**Affects: a portion of subject property**
14. **An easement for water system, recorded as Misc. Book 350, Page [284](#).**  
**In favor of: Rural Water District No. 8, Butler County, Kansas**  
**Affects: a portion of subject property**

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15. Right of Way Easement for Water System filed in Misc. Book 381, Page [168](#)  
In favor of: Rural Water Dist. No. 8, Butler Co.  
Affects: a portion of subject property.
16. Terms and provisions contained in the document entitled "Grant of Easement" filed May 2, 2000 as Book 939, Page [75](#).
17. Certificate of Lot Split Approval filed in Book 1325, Page [98](#)  
In favor of: City of Augusta  
Affects: a portion of subject property.
18. Pipeline Easement and Right of Way Agreement filed in Book 2010, Page [8153](#).  
In favor of: TRANSCANADA KEYSTONE PIPELINE, LP  
Affects: a portion of subject property
19. Pipeline Easement granted in Condemnation Case 13CV164 for Tallgrass Pony Express Pipeline, LLC.
20. An easement for Right-of-Way, recorded as Book 2013, Page [28685](#).  
In favor of: Rural Water District No. 8, Butler County, Kansas  
Affects: a portion of subject property
21. Terms and provision of the Lease between Kamran Shahzada (Landlord) and Clear Channel Outdoor, Inc. (Tenant) as evidenced by Memorandum of Lease filed December 22, 2014 in Book 2014, Page [10328](#).  
Assignment of Lease and Assumption Agreement with Ashby Street Outdoor CC, LLC filed March 29, 2017 in Book 2017, page [2407](#).
22. An easement for transmission and distribution lines, recorded as Book 2023, Page [2879](#).  
In favor of: Evergy Kansas South, Inc., a Kansas corporation  
Affects: a portion of subject property
23. Rights or claims of parties in possession not shown by the public records.
24. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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## Privacy Notice

**Last Updated and Effective Date:** December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy notice (“Notice”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a nonidentifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not “sell” your information in the traditional sense, the definition of “sale” is broad under the CCPA that some disclosures of your information to third parties may be considered a “sale” or “sharing” for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Notice** We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

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**YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.**

**For California Residents** If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). To learn more, please visit <https://www.firstam.com/privacy-policy/>.

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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## **PRIVACY POLICY**

### **WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Do we share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

<b>Sharing practices</b>	
<b>How often does Security 1st Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Security 1st Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Security 1st Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

*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*

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# KANSAS WARRANTY DEED

(JOINT TENANCY)

**THIS INDENTURE**, Made on the 16th day of August, 2001 by and between Terry Hutter\* and Diane L. Hutter, husband and wife of the County of Butler, State of Kansas, herein called the grantor whether one or more, and Kamran Shahzada and Naghma Shahzada of the County of Butler, State of Kansas, herein called the grantee whether one or more. <sup>aka Terry J. Hutter</sup>

**WITNESSED: THAT SAID GRANTOR**, in consideration of the sum of One Dollar and other valuable consideration the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey unto the said grantee, and the survivor of them, as joint tenants, and not as tenants in common, all the following described real estate, situated in the County of Butler and State of Kansas, to-wit:

The Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter, EXCEPT the East 326 feet thereof AND EXCEPT Beginning 600 feet West of the Northeast Corner of said Northwest Quarter, thence South 238.75 feet, thence West 100 feet, thence North 238.75 feet, thence East 100 feet to beginning of excepted tract, AND EXCEPT Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 550.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 50.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 50.00 feet to the point of beginning of excepted tract, AND EXCEPT Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 700.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 100.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 100.00 feet to the point of beginning of excepted tract; in Section Numbered 29, Township Numbered 27 South, Range Numbered 4 East of the 6th P.M., in Butler County, Kansas. Subject to public road.

Entered in Transfer Records in my office, this 17 day of August A.D. 2001  
Randy Roberts  
 County Clerk

RTN: Butler Co. Title (7)

**SUBJECT TO** covenants, conditions, easements, restrictions and reservations of record, if any.

**TO HAVE AND TO HOLD THE SAME**, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said grantor for his heirs, executors or administrators, does hereby covenant, promise and agree to and with said grantee, that at the delivery of these presents he is lawfully seized in his own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever: except as hereinbefore stated, and except for the lien of taxes, both general and special, not now due and payable.

**AND** that he will warrant and forever defend the same unto the said grantee, his assigns, and the heirs and assigns of the survivor of them, against said grantor, his heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

**WORDS** and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

**IN WITNESS WHEREOF**, The said grantor has hereunto set his hand and seal the day and year above written.

TN: Kamran Shahzada  
 2607 E. Birch  
 Arkansas City, Ks. 67005

St. of Kansas - Butler Co. } SS  
 Recorded Aug 17, 2001  
 At 8:00 A.M. # 9045  
 Book 1008 Page 32  
 Fee(s) \$6.00 (1)  
Marcia McCoy  
 Marcia McCoy-Register of Deeds

Terry Hutter  
 Terry Hutter aka Terry J. Hutter  
Diane L. Hutter  
 Diane L. Hutter  
 a  
 DH

STATE OF KANSAS  
 COUNTY OF BUTLER

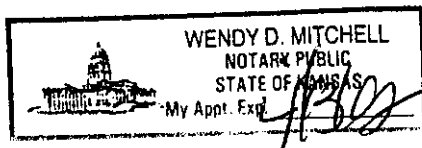
On this 16th day of August, 2001 before me, the undersigned, a Notary Public, personally appeared Terry Hutter\* and Diane L. Hutter, husband and wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. \*aka Terry J. Hutter

Witness my hand and notarial seal subscribed and affixed in said County and State, the day and year first above written.

My term expires \_\_\_\_\_

Wendy D. Mitchell  
 Notary Public in and for said County and State

1  
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12



BOOK 1008 PAGE 32



G. E. Wilson

1.15  
441

Form 1082

RIGHT-OF-WAY EASEMENT

The undersigned do(es) hereby grant and convey to Kansas Gas and Electric Company, a corporation, its successors and assigns, the Right-of-Way to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove transmission lines consisting of poles, wires, equipment and fixtures over

and across the following described lands situated in Butler County, State of Kansas, to-wit:

Within the following described area, beginning at a point 222.75 ft. east of the NW corner Sec. 29, Twp. 27 S., R. 4 E. south 1278.75 ft. east 16 ft., north 1278.75 ft., and west to point of beginning.

with the right of ingress and egress to and from the same. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said lines, said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons; one of whom shall be selected by the said grantor(s), heirs or assigns, the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure, or any combustible material near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to be likely to result in damage thereto if a fire should occur. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

G. E. Wilson  
Pearl Wilson

STATE OF KANSAS,

Butler COUNTY } ss.

I hereby certify that on this 11<sup>th</sup> day of June, A. D. 1955, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came G. E. Wilson and Pearl Wilson his wife, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

My commission expires June 6 1955 G. E. Wilson  
Notary Public

STATE OF KANSAS, BUTLER COUNTY, ss

This instrument was filed for record on the 14 day of August, 1955  
at 2:30 o'clock PM and duly recorded  
in book 193 page 441  
D. H. Jones  
REGISTER OF DEEDS

By \_\_\_\_\_ DEPUTY



# MISCELLANEOUS RECORD 197

Form 1082

90.00  
1.15

59223  
350.20

472

## RIGHT-OF-WAY EASEMENT

The undersigned do(es) hereby grant and convey to Kansas Gas and Electric Company, a corporation, its successors and assigns, the Right-of-Way to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove transmission lines consisting of poles, wires, equipment and fixtures over and across the following described lands situated in Butler County, State of Kansas, to-wit:

North  $\frac{1}{2}$  Section 29; Township 27 South; Range 4 East.  
Beginning at a point approximately two hundred forty (240) feet South and  
approximately two (2) feet West of the Northeast corner of the Northwest  $\frac{1}{4}$  of  
Section 29; Township 27 South; Range 4 East, thence East parallel to the section  
line for approximately one thousand three hundred thirty-one (1,331) feet to the  
property line.

with the right of ingress and egress to and from the same. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said lines, said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons; one of whom shall be selected by the said grantor(s), heirs or assigns, the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure, or any combustible material near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to be likely to result in damage thereto if a fire should occur. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

GE Wilson  
Pearl Wilson

STATE OF KANSAS,

Butler COUNTY } ss.

I hereby certify that on this 11<sup>th</sup> day of May, A. D. 1954, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GE Wilson

and Pearl Wilson  
his wife, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

My commission expires: June 6 1955 John Lacey  
Notary Public



473

STATE OF KANSAS, BUTLER COUNTY, KS

This instrument was filed for record on the  
18 day of May 1984  
at 4:30 o'clock PM and duly recorded  
in book 197 page 473

\_\_\_\_\_  
Nana Jones  
REGISTER OF DEEDS

\_\_\_\_\_  
DEPUTY



27  
216

APC-41

RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS, That George E. Wilson and Pearl M. Wilson his wife

of the Post Office of Augusta, in the State of Kansas, hereinafter referred to as "Grantor" (whether one or more), in consideration of One (\$1 00) Dollar, to them, in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$ 1.50 per linear rod, to be paid before the first pipe line hereinafter specified is laid, do hereby grant and convey unto ANADARKO PRODUCTION COMPANY, a Delaware Corporation, having an office in Liberal, Kansas, its successors and assigns, hereinafter referred to as "Grantee", an easement and right-of-way to lay, construct, maintain, alter, inspect, repair, replace, relocate, change the size of, operate, and remove a pipe line and from time to time additional pipe line or lines, drips, gates, cathodic equipment, telegraph and telephone lines, and all appurtenances convenient for the maintenance and operation of said lines and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereinafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for the purposes aforementioned in the County of Butler in the State of Kansas, to-wit:

The West Half (W<sup>1</sup>/<sub>2</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) and the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Twenty-nine (29), Township Twenty-seven (27) South, Range Four (4) East of the 6th. P.M., EXCEPT Beginning at a point 500 feet West of the Northeast corner of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>), thence South 238.75 feet, West 200 feet, North 238.75 feet, East 200 feet to beginning of said

It is agreed that after said line is constructed, Grantee shall place one tap thereon at a point selected by Grantee and Grantee shall make arrangements whereby gas will be made available to Grantors through said one tap for domestic purposes only in one residence only on the above described premises, subject to such usual charges and conditions as apply from time to time to farm tap connections on Grantee's pipe lines in the area. It is understood and agreed that said pipe line is a transportation line and not a distribution line and that whenever said Grantee shall temporarily cease to use said pipe line for any reason, or shall remove or abandon said pipe line for any reason, the right of Grantors to purchase gas there from, during such period of temporary disuse or from and after such removal or abandonment, as the case may be, shall cease and terminate.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said ANADARKO PRODUCTION COMPANY, its successors and assigns

Should additional pipe line or lines be laid at any time \$ 1.50 per linear rod shall be paid for each such line so laid. Grantee to have the right to select, change or alter the routes of all pipe lines herein authorized to be laid under, upon, over and through the above described premises. All pipe installed hereunder shall be buried a minimum of thirty (30) inches at the time of construction. Grantor shall not place anything over or so close to any pipe line or other facility of Grantee as will be likely to interfere with Grantee's access thereto by use of equipment or means customarily employed in the maintenance of pipe lines. All damage to growing crops, drainage tile, fences and buildings of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be maintained and operated by Grantee shall be paid by Grantee after the damage is done, said damage, if not mutually agreed upon, to 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 written award of such three persons shall be final and conclusive.

Payment of all moneys becoming due hereunder may be paid to George E. Wilson at Box 446, Augusta, Kansas

This Grant shall be binding upon the heirs, executors, administrators, successors, and assigns, of the parties hereto, and it is understood that this Grant cannot be changed in any way except in writing, signed by the Grantor, and a duly authorized agent of the Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this 7th

day of July, A.D. 19 61

WITNESSES

George E. Wilson  
George E. Wilson  
Pearl M. Wilson  
Pearl M. Wilson

Frank Tucker  
FRANK TUCKER



# MISCELLANEOUS RECORD 248

Line No K. I. P. ---

**RIGHT-OF-WAY GRANT**

FROM  
GEORGE E. WILSON & PEARL M. WILSON

HUSBAND & WIFE

TO  
ANADARKO PRODUCTION COMPANY

STATE OF Kansas } ss  
COUNTY OF Butler

This instrument was filed for record on  
the 17 day of August, 1961  
at 8:00 o'clock A.M. and duly recorded  
in Book 248 of the records of this  
office

By Mrs. Jones Deputy  
Register of Deeds

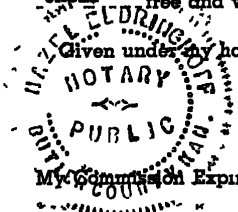
Number 217  
195

## ACKNOWLEDGMENT (Individual)

STATE OF Kansas }  
COUNTY OF Butler } ss

I, Hazel Eldringhoff, a Notary Public in and for said County and State, do hereby certify that George E. Wilson and Pearl M. Wilson, his wife, to me personally known and known to me to be the same person as described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed

Given under my hand and official seal this 7 day of July, A.D., 1961



My Commission Expires November 29 1961

Hazel Eldringhoff  
Notary Public Hazel Eldringhoff

## HUSBAND AND WIFE (TEXAS)

STATE OF }  
COUNTY OF } ss

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared                      and                     , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purposes and consideration therein expressed And the said                     , wife of the said                     , having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it

Given under my hand and seal of office, this                      day of                     , A.D., 19                     

Notary Public

My Commission Expires



# RIGHT-OF-WAY EASEMENT

The undersigned as grantor(s) do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantee, a Right-of-Way easement to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove one (1) transmission line consisting of poles, towers, wires, equipment and fixtures over and across the following described lands situated in Butler County, State of Kansas, to-wit:

A strip ten (10) feet in width lying adjacent to the East right-of-way line of the existing public road on the north fourteen hundred (1400) feet of the West 1/2 of the Northwest 1/4 of Section 29, Township 27 South, Range 4 East; also the South twenty five (25) feet of the North 1/2 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of said Section 29; also the North twenty five (25) feet of the Southwest 1/4 of the Northwest 1/4 of said Section 29,

with the right of ingress and egress to and from the same. In exercising its rights of ingress and egress the grantee shall, whenever practicable, use existing roads and lanes, and shall repair any damage caused by its use thereof.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure or any combustible material, exclusive of crops, within the Right-of-Way. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any and all damages which may be caused to crops, fences and to the surface of the land resulting from movement of equipment, in the building, maintaining and operating of said lines; said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of whom shall be selected by the said grantor(s), heirs or assigns, the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantee shall have the right to remove and keep removed all trees and brush from the above described Right-of-Way and may remove or top any other trees adjacent to said Right-of-Way whose height plus ten feet equals or exceeds the horizontal distance from the tree to the nearest conductor wire. All logs, limbs and bush removed by grantee in clearing the Right-of-Way will be burned or removed, unless otherwise mutually agreed between grantor and grantee. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated this 15 day of November 1967.

George E. Wilson  
George E. Wilson  
Mrs. Pearl Wilson  
Pearl Wilson

STATE OF KANSAS,  
SEDGWICK COUNTY } ss.

I hereby certify that on this 15th day of November A.D. 1967, before me, the undersigned,

a Notary Public in and for the County and State aforesaid, came George E. Wilson  
and Pearl Wilson

his wife, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

My commission expires July 18, 1970

Richard E. Lewis  
Notary Public Richard E. Lewis

Form 1283

MISC. BOOK 283 PAGE 64

R/W No. \_\_\_\_\_

SCROLL  
TO TOP

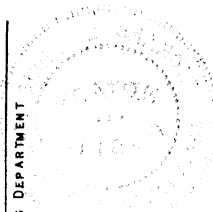


NSR No. \_\_\_\_\_

WA No. \_\_\_\_\_

APPROVED

ENGINEERING DEPARTMENT



State of Kansas, Butler County, ss:  
 This instrument was filed for record on the  
19 day of December  
 A D , 1967, at 11:30 o'clock A. M.,  
 and duly recorded in book 283 of  
Miscellaneous at page 64  
Vera Redstock  
 Register of Deeds.  
 Deputy.  
 Fees, \$ \_\_\_\_\_

Jack King  
 P.O. Box 208  
 Wichita, Kans. 67201  
 3.00



THIS INSTRUMENT, executed as of the 6th day of August, 1971, by and between GEORGE E. WILSON and LULA WILSON,

W I T N E S S E T H T H A T:

WHEREAS, George E. Wilson and Pearl M. Wilson heretofore on the 7th day of July, 1961 executed in favor of Anadarko Production Company that certain instrument entitled "Right-of-Way Grant" which is of record in Book 248, page 216 of the records of the office of the Register of Deeds of Butler County, Kansas; and

WHEREAS, the undersigned parties now desire to amend said instrument, as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that said Right-of-Way Grant shall be and is hereby amended by deleting from said instrument everything therein commencing with the first word in the sixth line of the first paragraph thereof and ending with the last word of the next to last paragraph thereof, inclusive, and inserting in lieu thereof the following:

"and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey unto Anadarko Production Company, a Delaware corporation, having an office in Liberal, Kansas, its successors and assigns, hereinafter referred to as 'Grantee', an easement and right-of-way to lay, construct, maintain, alter, inspect, repair, replace, change the size of, operate, and remove a pipe line, gates, cathodic equipment, and all appurtenances convenient for the maintenance and operation of said line and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereinafter described, and the Grantee is granted the right of ingress and egress to, on, from and over the following described premises for the purposes aforementioned in the County of Butler, in the State of Kansas, to wit:

(a) A tract of land 30 feet wide lying in the W/2 NW/4 of Section 29, Township 27 South, Range 4 East, and having as its center line the present existing pipe line which is located approximately as follows:

Beginning at a point on the west boundary line of the NW/4 of said Section 29 located 1213 feet south of the northwest corner of the NW/4 of said Section 29; thence continuing in a generally north-easterly direction a distance of 71 feet; thence continuing in a generally northerly direction a distance of 1149 feet

MISC. BOOK 299 PAGE 313

2-24-15-015-CC-9-A1

SCROLL  
TO TOP



to a point on the north boundary line of the NW/4 of said Section 29 lying 37 feet east of the northwest corner of said Section 29;

and,

(b) A tract of land 50 feet wide, reducing to 30 feet wide upon completion of the pipe line to be laid therein by Grantee, lying in the W/2 NW/4 of said Section 29 and having as its center line a line commencing in the center of the pipe line described in '(a)' above at a point located 1518.6 feet north of the south boundary line of the NW/4 of said Section 29; thence continuing east a distance of approximately 15 feet; thence continuing south a distance of 248.5 feet; thence continuing east to the east boundary line of the W/2 NW/4 of said Section 29.

"It is agreed that after said lines are constructed, Grantee shall place one tap upon the line described in '(a)' above at a point selected by Grantee and Grantee shall make arrangements whereby gas will be made available to Grantors through said one tap for domestic purposes only in one residence only on the W/2 NW/4 of said Section 29, subject to such usual charges and conditions as apply from time to time to farm tap connections on Grantee's pipe lines in the area. It is understood and agreed that said pipe line is a transportation line and not a distribution line and that whenever said Grantee shall temporarily cease to use said pipe line for any reason, or shall remove or abandon said pipe line for any reason, the right of Grantors to purchase gas therefrom, during such period of disuse or from and after such removal or abandonment, as the case may be, shall cease and terminate.

"TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said Anadarko Production Company, its successors and assigns.

"All pipe installed hereunder shall be buried a minimum of thirty (30) inches at the time of construction. Grantor shall not place anything over or so close to any pipe line or other facility of Grantee as will be likely to interfere with Grantee's access thereto by use of equipment or means customarily employed in the maintenance of pipe lines. All damage to growing crops, drainage tile, fences and buildings of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be maintained and operated by Grantee shall be paid by Grantee after the damage is done, said damage, if not mutually agreed upon, to be ascertained and determined by three (3) 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 written award of such three persons shall be final and conclusive.

"Payment of all moneys becoming due hereunder may be paid to George E. Wilson at Box 446, Augusta, Kansas.

"This grant shall be binding upon the heirs, executors, administrators, successors, and assigns, of the parties hereto, and the easements, rights, and right-of-way granted hereunder, or any part or parts thereof, may be conveyed or assigned in whole or in part. It is understood that this grant may be changed only in writing signed by the Grantor and a duly authorized agent of the Grantee."

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first hereinabove set forth.

Witnesses:

George E. Wilson  
GEORGE E. WILSON

Lula Wilson  
LULA WILSON

ANADARKO PRODUCTION COMPANY

By James W. Vater, Jr.  
Vice President  
James W. Vater, Jr.

ATTEST  
Wm. Lee Schultz  
Assistant Secretary  
Wm. Lee Schultz

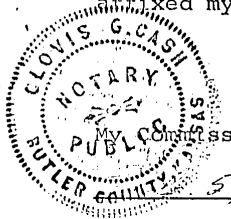
MISC. BOOK 299 PAGE 315



STATE OF Kansas )  
 ) ss.  
COUNTY OF Butler )

Be it remembered, that on this 6 day of August, 1971, before me, a Notary Public in and for said County and State, personally appeared GEORGE E. WILSON and LULA WILSON, husband and wife, who are personally known to me, and known to me to be the same persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year above written.



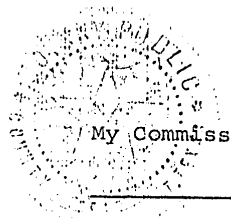
Clovis G. Cash  
Clovis G. Cash Notary Public

My Commission Expires: 5, 1972

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TARRANT )

Be it remembered, that on this 6th day of August, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James W. Water Jr., Vice President of ANADARKO PRODUCTION COMPANY, a corporation, and Wm Lee Schultz, Assistant Secretary of said corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing as Vice President and Assistant Secretary respectively, and said James W. Water Jr., as Vice President of said corporation, duly acknowledged the execution of the same as Vice President of said corporation, and acknowledged the same to be the act of the corporation; and Wm Lee Schultz, Assistant Secretary of the said corporation, duly acknowledged the attestation of the same as such Assistant Secretary for and on behalf of said corporation, and that he affixed thereto the seal of said corporation.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.



Betty Franks  
Notary Public  
BETTY FRANKS, Notary Public  
in and for Tarrant County, Texas  
My commission expires June 1, 1973

COMPARED \_\_\_\_\_  
NUMERICAL ☒  
DIRECT ☒  
INDIRECT ☒  
REGISTRATION \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF KANSAS, BUTLER COUNTY, SS

This Instrument was filed for record on the 20 day of August 19 71  
at 8:40 o'clock PM M. and duly recorded  
in book 299 page 313  
Vera Rebstock  
REGISTER OF DEEDS

By \_\_\_\_\_ Deputy

Anadarko Production Co.

P.O. Box 9317

7-2-71 06109



**B**

**OIL AND GAS LEASE**



Commence  
AGREEMENT, Made and entered into this 31st day of March, 1976,  
by and between Walter F. McGinnis and Wannah A. McGinnis,  
husband and wife,

Party of the first part, hereinafter called lessor (whether one or more) and  
Allyn M. McGinnis

Part Y of the second part, hereinafter called lessee.  
WITNESSETH, That the said lessor, for and in consideration of One and no/100 (\$1.00)----- DOLLARS,  
cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the  
part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise,  
lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and  
building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of  
land situated in the County of Butler State of Kansas, described as follows, to-wit:

The West Half (W/2) of the Northeast  
Quarter (NE/4)

of Section Six Township twenty-seven Range four East and containing eighty acres more or less.

It is agreed that this lease shall remain in full force for a term of three years from this date, and as long  
thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

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

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the  
prevailing market rate, for all gas used off the premises, said payments to be made quarterly

and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said  
land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head  
gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate for the gas used, for the time during which such gas shall  
be used, said payments to be made quarterly

If no well be commenced on said land on or before the 1st day of 1976,  
this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the  
lessor's credit in The Bank at

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of         
DOLLARS, which shall operate as a rental and cover the privilege of defer-

ring the commencement of a well for        months from said date. In like manner and  
upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of  
months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not  
only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending  
that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not com-  
menced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease  
shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment  
of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of  
the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the  
effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then  
the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and  
undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of  
whether it is signed by any of the other parties.

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

When requested by lessor, lessee shall bury his pipe lines below plow depth.  
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the  
lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.  
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to  
draw and remove casing.

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the  
covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of  
the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a  
written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a  
part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default  
in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect  
this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due  
payments of said rentals.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have  
the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the  
event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

Whereof witness our hands as of the day and year first  
above written.

Witness to the mark:

Walter F. McGinnis (SEAL)  
Wannah A. McGinnis (SEAL)  
Allyn M. McGinnis (SEAL)  
       (SEAL)  
       (SEAL)  
       (SEAL)  
       (SEAL)

Assignment of Oil and Gas Lease Book 320 page 526  
Conveyance of Mineral Interests and Royalties Book 320 page 527  
Conveyance of Mineral Interests and Royalties Book 320 page 529  
Assignment of Oil and Gas Lease Book 320 page 547  
Affidavit Referring to this Lease Recorded in Book 320 Page 548

Conveyance of Mineral Interests and Royalties Recorded in Book 327 Page 48  
Conveyance of Mineral Interests and Royalties Recorded in Book 335 Page 108



STATE OF Kansas } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)  
COUNTY OF Butler }  
Before me, the undersigned, a Notary Public, within and for said County and State, on this 31st  
day of March, 19 76, personally appeared Walter F. McGinnis  
and Wannah A. McGinnis, husband and wife,

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

My commission expires September 24, 1978.

MARILYN R. GRAHAM  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)  
COUNTY OF \_\_\_\_\_ }  
Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

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

My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_ }

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, a  
Notary Public, duly commissioned, in and for the county and state aforesaid, came \_\_\_\_\_  
\_\_\_\_\_ president of \_\_\_\_\_

a corporation of the State of \_\_\_\_\_, personally known to me to be such officer, and to be  
the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-  
knowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public

No. \_\_\_\_\_

**OIL AND GAS LEASE**

FROM \_\_\_\_\_

TO \_\_\_\_\_

Date \_\_\_\_\_, 19 \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ County \_\_\_\_\_

STATE OF Kansas } ss.  
County of Butler }

This instrument was filed for record on the  
14 day of June, 19 76  
at 10:50 o'clock A.M., and duly recorded  
in Book 320 Page 77 of  
the records of this office.

By Dupe Rose  
Register of Deeds.

When recorded, return to  
Walter F. McGinnis  
Box 5, Okla.

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

Fee 4.00

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

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)  
COUNTY OF \_\_\_\_\_ }  
Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

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

My commission expires \_\_\_\_\_ Notary Public



29-27-4 (3)

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

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

**RIGHT-OF-WAY EASEMENT**

Eleanor Crowder

Betty Hutter

Mary Eastin

KNOW ALL MEN BY THESE PRESENTS, that Donna Marshall, George E. Wilson, Jr.

hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by RURAL WATER DISTRICT NO. 8, Butler County, Kansas, 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 SYSTEM**

over and across the following land owned by Grantor in Butler County, State of Kansas  
TR. 1 - West Half of Northwest Quarter of Section 29, Township 27 South, Range 4 East  
TR. 2 - Northeast Quarter of Northwest Quarter of Section 29, Township 27 South, Range 4 East; except beg. 600 feet West of Northeast corner of Northwest Quarter of Section 29, thence South 238.75 feet, West 100 feet, North and East to beginning; and except beg. Northeast corner of Northwest Quarter, thence South 238.75 feet, West 50 feet, North 238.75 feet, East to beginning.

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 feet in width, the center line thereof to be located across said land as follows:

Tract 1: Adjacent to public right of way on North and West sides of said tract.

Tract 2: Adjacent to public right of way on North side of said tract.

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:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 29 day of January, 19 80.

Eleanor Crowder

Betty Hutter

Donna Marshall

Mary Eastin

George E. Wilson, Jr.

STATE OF KANSAS

SS:  
COUNTY OF BUTLER

BE IT REMEMBERED, that on this 24 day of January, 19 80, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Eleanor Crowder, Donna Marshall, Mary Eastin, George E. Wilson, Jr., who are personally known to me to be the same person S who executed the within instrument of writing and such person S 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: June 15, 1981

RAY L. CONNELL  
STATE NOTARY PUBLIC  
BUTLER COUNTY, KANSAS  
MY APPT. EXPIRES 6-15-1981

FHA-KS 442-5 (Rev. 2-17-65)  
MISC. BOOK 350 PAGE 284

SCROLL  
TO TOP



LIENHOLDER'S CONSENT TO EASEMENT

The undersigned hereby consents to the above easement.

STATE OF KANSAS  
BUTLER COUNTY ) SS

Recorded at 1:40 P M.

MAY 20 1980

Book 350 Page 284  
Dixie Rose  
Dixie Rose, Register of Deeds

RTN: Connell & Connell  
Box 6  
El Dorado, KS 67042 (12)

Lienholder

ATTEST:

By EEB-\$5.00 Deputy

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_,

President of \_\_\_\_\_ a corporation duly organized, incorporated and existing under and by virtue of the laws \_\_\_\_\_ and \_\_\_\_\_ Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to be the same persons who executed as such officers, the within Consent to Easement on behalf of said corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said corporation.

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

Notary Public

My commission expires: \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came \_\_\_\_\_,

who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ who executed the within Consent to Easement 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.

Notary Public

My commission expires: \_\_\_\_\_



UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Eleanor Crowder, Betty Hutter, Donna Marshall, Mary Eastin and George E. Wilson, Jr. hereinafter called grantors, in consideration of one dollar, \$1.00, and other good and valuable consideration paid by Rural Water Dist. #8, Butler Co., Ks. 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 System

over and across the R/W way land owned by Grantors to Butler County, State of Kansas

- I - West Half of the Northwest Quarter of 29-27-4  
II - NE/4 NW/4 29-27-4, except beginning 600' West of NE/c NW/4 of Section 29, thence South 288.75', West 100', North and East to beginning; and except beg. NE/C NW/4, thence South 238.75', West 50', North 238.75', East to beginning.
- I, grantor with the said Grantee, and express consent of all other parties to the parties for which the above-mentioned rights are granted. The easement hereby granted shall extend to a width of 30 ft. across the center line thereof to be located across said land as follows:

- I - Along North, West, and South sides of said tract as laid out  
II - Along North and East side of said tract as laid out

The installation and use of the same shall be subject to the fact that for all damages sustained by Grantors by reason of the installation of the same, the Grantee shall be liable and the Grantee shall be bound to make in a satisfactory manner and to the satisfaction of the Grantors, all repairs and alterations, so that no unreasonable damages will result from its use. The Agreement together with the provisions of this grant shall constitute a covenant running with the land and shall bind the Grantors, their 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:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 23<sup>rd</sup> day of July, 1982

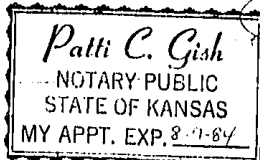
Mary Eastin  
George E. Wilson, Jr.  
STATE OF KANSAS  
COUNTY OF Butler

Eleanor Crowder  
Betty Hutter  
Donna Marshall  
Donna Marshall

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of July, 1982, before me, the undersigned, a Notary Public, in and for the county and State aforesaid, came Eleanor Crowder, Betty Hutter, Donna Marshall, Mary Eastin and George E. Wilson, Jr. who are personally known to me to be the same persons who executed the within instrument of writing and such person is duly acknowledged the execution of the same.

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

My commission expires Aug 7, 1984



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

MISC. BOOK 381 PAGE 168



STATE OF KANSAS)  
BUTLER COUNTY ) SS  
Recorded at 2:25 P M.

JUL 27 1982

Book 381 Page 168  
Dixie Rose  
Dixie Rose, Register of Deeds

By FEE-\$5.00 Deputy

RTN-Connell & Connell  
Box 6  
(10) El Dorado, KS 67042



St. of Kansas - Butler Co. SS  
Recorded May 2, 2000  
At 1:05 P.M. # 3980  
Book 939 Page 75  
Fees \$10.00 (3)  
Marilyn McCoy-Register of Deeds

BOOK 939 PAGE 75  
RTN-Butler County Title (22)

GRANT OF EASEMENT BU-0010711

THIS AGREEMENT made this 26<sup>th</sup> day of April, 2000, by and between Terry J. Hutter and Diana L. Hutter, husband and wife, hereinafter referred to as "PartyOne", and John D. McEwen and Nancy A. McEwen, husband and wife, hereinafter referred to as "PartyTwo".

WITNESSETH that for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between GRANTORS and GRANTEES as follows:

WHEREAS, PartyOne are the owners of the following described real estate:

See Legal Description for Tract1 and Tract2 on Exhibit "A" attached hereto;

WHEREAS, PartyTwo are the owners of the following described real estate:

See Legal Description for Tract3 on Exhibit "A" attached hereto;

WHEREAS, it is the desire of the parties to have an easement for ingress and egress across a portion of Tract1, Tract2, and Tract3 for the benefit of Tract1, Tract2, and Tract3.

NOW THEREFORE, PartyOne and PartyTwo hereby give and grant to each other a perpetual easement for the purpose of ingress and egress across Tract1, Tract2, and Tract3 for the benefit of Tract1, Tract2, and Tract3. The exact description of said easement is as follows:

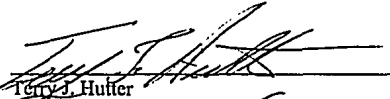
See Legal Description for Tract4 on Exhibit "A" attached hereto.

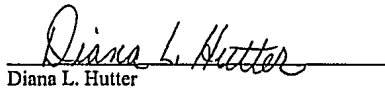
Said easement shall grant rights of ingress and egress to PartyOne and PartyTwo, their respective tenants, servants, visitors, invitees, licensees, and all other persons of a similar nature.

The owners of the property containing said easement shall maintain the portion of said easement which lies on each such owner's property.

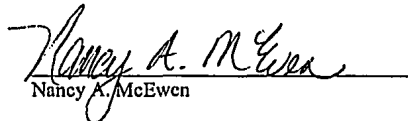
This easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns, shall be perpetual in existence, and shall run with the land.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

  
Terry J. Hutter

  
Diana L. Hutter

  
John D. McEwen

  
Nancy A. McEwen

1/1 COMP  
NUM  
CMP  
SHOW



EXHIBIT "A"

Tract 1 (Hutter)

Beginning at a point on the North line of the Northwest Quarter of Section Numbered 29, Township Numbered 27 South, Range Numbered 4 East of the 6th P.M., in Butler County, Kansas, that bears South 89°56'18" West a distance of 550.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 50.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 50.00 feet to the point of beginning. Subject to public road.

Tract 2 (Hutter)

Beginning at a point on the North line of the Northwest Quarter of Section Numbered 29, Township Numbered 27 South, Range Numbered 4 East of the 6th P.M., in Butler County, Kansas, that bears South 89°56'18" West a distance of 700.00 feet from the Northeast Corner, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 100.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 100.00 feet to the point of beginning. Subject to public road.

Tract 3 (McEwen)

Beginning at a point 600 feet West of the Northeast Corner of the Northwest Quarter of Section Numbered 29, Township Numbered 27 South, Range Numbered 4 East of the 6th P.M., thence South 238.75 feet, thence West 100 feet, thence North 238.75 feet to the North line of Section 29 aforesaid, thence East along said North line 100 feet to the point of beginning, in Butler County, Kansas. Subject to public road.

Tract 4 (Easement)

Beginning at a point that bears South 0°03'42" East a distance of 68.95 feet from a point on the North line of the Northwest Quarter of Section Numbered 29, Township Numbered 27 South, Range Numbered 4 East of the 6th P.M., in Butler County, Kansas, that bears South 89°56'18" West a distance of 550.00 feet from the Northeast Corner thereof, said point being on the South right of way line of US 54 Highway, thence South 88°56'21" West on said right of way line, 250.04 feet, thence South 0°03'42" East a distance of 30.00 feet, thence North 88°56'21" East a distance of 250.04 feet, thence North 0°03'42" West a distance of 30.00 feet to the point of beginning.



STATE OF KANSAS )  
 ) ss:  
COUNTY OF BUTLER )

Before me, the undersigned, a Notary Public within and for the County and State aforesaid, on this 26th day of April, 2000, personally appeared Terry J. Hutter and Diana L. Hutter, husband and wife, personally known to me to be the same persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

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

  
Notary Public Gary W. Dryden



My appointment expires: 7-31-2000.

STATE OF KANSAS )  
 ) ss:  
COUNTY OF BUTLER )

Before me, the undersigned, a Notary Public within and for the County and State aforesaid, on this 26th day of April, 2000, personally appeared John D. McEwen and Nancy A. McEwen, husband and wife, personally known to me to be the same persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

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

  
Notary Public Gary W. Dryden

My appointment expires: 7-31-2000.





PLANNING COMMISSION  
City of Augusta, Kansas

CERTIFICATE OF LOT SPLIT APPROVAL



STATE OF KANSAS)

) SS

BUTLER COUNTY )

BUTLER COUNTY, KS  
- MARCIA MCCOY -  
REGISTER OF DEEDS

Book: 1325 Page: 98

Receipt #: 22798  
Pages Recorded: 3

Total Fees: \$16.00

Date Recorded: 4/21/2005 11:05:13 AM

I, JARRELL B. BLAIR, Subdivision Administrator of the City of Augusta, Kansas, do hereby certify that this lot split has been examined by me and found to comply with the Subdivision Regulations of the City of Augusta, Kansas, and is therefore, approved for recording.

Lot Split Number: Z 05 - 11

Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision CAMA 299-29-10

Section 29 Township 27S Range 4E

Dimensions of existing lot 1325.81 x 2330.39 x 1329.14 x 224 x 170.60 x 250 x  
168.40 x 1394.42

Total lot size 70 Square Feet \_\_\_\_\_ / Acres X

Dimensions of lot 1 "A" 1325.81 x 2330.39 x 863.64 x 540.30 x 465.50 x 1328.14

Total lot size 65.2 Square Feet \_\_\_\_\_ / Acres X

Dimensions of lot 2 "B" 465.50 x 540.30 x 465.5 x 224.01 x 170.60 x 250.00 x  
168.40 x 66.28

Total lot size 4.8 Square Feet \_\_\_\_\_ / Acres X

Existing Zoning COMMERCIAL

JARRELL B. BLAIR

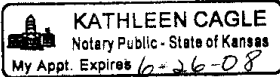
Subdivision Administrator

04-21-05

Date

SUBSCRIBED and SWORN to before me

this 21<sup>st</sup> day of April, 2005



Kathleen Cagle  
Notary Public

(Seal)

REC I  
COMP MS  
NUM 11  
SCAN ✓  
PROF ✓  
SHOW ✓  
m/p2



U.S. 54 Hwy

N Line NW 1/4 Sec. 29-27-4E N 89° 51' 27" E 2

1328.06'

S 89° 47' 03" E 1328.14' R/W

80' Reserve for future Rd.

S 89° 47' 03" E

DESCRIPTION OF PROPERTY: A tract in the North Half of the Northwest Quarter of Section 29, Township 27 South, Range 4 East of the 6th P.M., Butler County, Kansas: Commencing at the Northwest corner of said Quarter Section, thence North 89 deg. 51 min. 27 sec. East (assumed) along the North line of said Quarter Section, 1789.84 feet, thence South 0 deg. 06 min. 48 sec. East, parallel with the East line of said Quarter Section, 70.93 feet to the South right-of-way of U.S. 54 Highway and the point of beginning, thence South 0 deg. 06 min. 48 sec. East, 465.50 feet, thence North 89 deg. 21 min. 10 sec. East, parallel with said right-of-way, 540.30 feet to a point 326.00 feet West of the East line of said Quarter Section, thence North 0 deg. 06 min. 48 sec. West, 465.50 feet to said right-of-way, thence South 89 deg. 21 min. 10 sec. West, along said right-of-way, 224.01 feet, thence South 0 deg. 06 min. 48 sec. East, 170.60 feet, thence South 89 deg. 51 min. 27 sec. West, parallel with the North line of said Quarter Section, 250.00 feet, thence North 0 deg. 06 min. 48 sec. West, 168.40 feet to said right-of-way, thence South 89 deg. 21 min. 10 sec. West, along said right-of-way, 66.28 feet to the point of beginning, containing 4.80 acres, more or less.

I hereby certify that on April 12, 2005 a survey of this property was made by me or under my direction. That all distances are true and correct.

1329.375'

S Line NW 1/4 Sec 29-27-4E 26

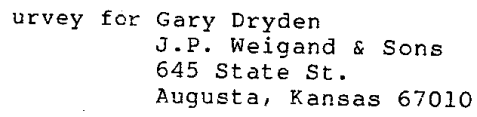
Charles B Cullum L.S. 599  
Cullum Surveying, Inc.  
106 S Summit, Suite D  
Arkansas City, Kansas 67005  
620-442-7100



BOOK 1325 PAGE 98

2







Q.

RTN: Keystone Pipeline Project  
(12) 8200 E 34th N  
Bldg 1800 Ste 1807  
Wichita, KS 67226

BUTLER COUNTY, KS  
- MARCIA MCCOY -  
REGISTER OF DEEDS  
Book: 2010 Page: 8153  
Receipt #: 57986 Total Fees: \$32.00  
Pages Recorded: 7  
Date Recorded: 9/16/2009 11:37:08 AM

Teresa Dawson, Deputy



(Above Space for Recorder's Use Only)

Tract No. CE-KS-BU-1371

EASEMENT AND RIGHT-OF-WAY  
AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) paid in accordance with this Easement and Right-of-Way Agreement (this "**Agreement**"), the mutual promises of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (collectively, the "**Consideration**"), **Kamran Shahzada and Naghma Shahzada, and the survivor of them, as Joint Tenants, and not as tenants in common,** whose mailing address is **2607 E. Birch, Arkansas City, KS 67005,** (hereinafter called "**Grantor**") does hereby grant, sell, convey and warrant unto TRANSCANADA KEYSTONE PIPELINE, LP., a Limited Partnership having its principal place of business at 450 - 1 Street SW, Calgary, Alberta, Canada, T2P 5H1, its successors and assigns (hereinafter called "**Grantee**"), a perpetual permanent easement and right-of-way (the "**Easement**") for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing, removing and abandoning in place one or more pipelines, together with all fittings, cathodic protection equipment, pipeline markers and all other equipment and appurtenances thereto (it being expressly understood, however, that this Easement shall not give Grantee the right to construct or operate above-ground high voltage electrical transmission lines), for the transportation of oil, natural gas, hydrocarbon, petroleum products and all by-products thereof, on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "**Easement Area**") located on real property situated in the County of **Butler**, State of **Kansas** owned by Grantor and described as follows: **See attached "Exhibit B"**, which property is more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**"). In addition, during the original construction of the pipeline(s), the easement and right-of-way granted hereunder shall also include the area described under the headings "Temporary Work Space" and "Additional Temporary Work Space" and are more particularly described in Exhibit A hereto (the "**Temporary Work Space**").

1

REC 7  
COMP 12  
NUM 1



Grantee may further define the location of the Easement Area by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the Easement Area and the location of the pipelines contained therein, which description may be set forth by map attached to said Notice. A copy of said Notice shall be delivered to Grantor.

The aforesaid Easement is granted subject to the following terms, stipulations and conditions which are hereby covenanted and agreed to by Grantor. By acceptance of any of the benefits hereunder, Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of the Grantor and Grantee for claims for damages and losses relating to the Easement, the Easement Area or Temporary Work Space are described in the paragraphs below:

A. Grantee will pay all commercially reasonable costs and expenses that result from the Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area, including but not limited to damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems, produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures or timber, except to the extent the damages are caused by the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf.

B. If claims or legal actions for damages arise from Grantee's, or anyone acting on the Grantee's behalf, use of this Easement, Grantee will be responsible for those claims or legal actions, and will indemnify and hold the Grantor harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf.

C. If claims or legal actions arise from the Grantor's, or anyone acting on the Grantor's behalf, entry into, or use of, the Easement Area, Grantor will be responsible for those claims or legal actions, and will indemnify and hold the Grantee harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantee or anyone acting on the Grantee's behalf.

D. Grantor waives any claims, now and in the future, that challenge the validity of this Easement or that seek additional compensation relating to the grant of this Easement.

2. Except for above-ground piping facilities, such as mainline block valves, pump stations, etc., and except as otherwise stated in this Agreement, each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

3. Grantee shall have the right to remove all fences from the Easement Area and the Temporary Work Space, as required for purposes of construction of Grantee's pipeline(s) and Grantee shall repair all such fences promptly upon completion of construction on Grantor's Property to substantially the same condition as such fences were in prior to removal by Grantee.



4. Provided its use of the Property does not in any manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline(s) or its appurtenances, the undersigned Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under Property and the right to farm, graze and otherwise fully use and enjoy the Property; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, structures and other obstructions or facilities in the Easement Area being conveyed that are deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of said pipeline(s), or fittings, cathodic protection equipment and other appurtenances thereto; and, provided, further, that Grantor shall not excavate or otherwise alter the ground elevation, construct any dam or otherwise create a water impoundment within or over the Easement Area without prior authorization of Grantee. Grantee shall have all privileges necessary or convenient for the full use of the rights herein granted, together with reasonable ingress and egress over and across that part of the Property located adjacent to the Easement Area and the Temporary Work Space.

5. Any payment hereunder may be made or mailed to Grantor at the address shown above or to

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who is hereby appointed agent and authorized to receive and receipt for same, and who is also appointed the true and lawful attorney in fact for Grantor. The agency and power of attorney granted by Grantor to its agent hereunder shall not be deemed revoked until written notice from Grantor has been received by Grantee.

6. All notices under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving notice of such change to the other party.

7. The undersigned hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to this Agreement unto Grantee, its successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.

8. Grantor and Grantee acknowledge that the actual location of the Easement Area and/or Temporary Work Space may change because of various engineering factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. If such documents are required, they will be prepared by Grantee at its expense. Grantor shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Work Space increases as a result of the changed location.



9. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

10. The rights granted hereby to Grantee may be assigned by Grantee in whole or in part, in Grantee's sole discretion.

11. This Agreement shall be governed by the law of the State in which the Easement Area is situated.

12. The terms and conditions of the easement granted herein shall be subject to all applicable laws, regulations, and permit conditions.

13. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

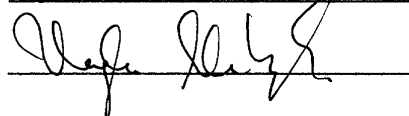
IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 12th day of Aug, 2007.

GRANTOR:

Print Name: Kamran Shahzada

Sign Name: 

Print Name: Naghma Shahzada

Sign Name: 



This Instrument Prepared By:  
TRANSCANADA KEYSTONE PIPELINE, LP  
450-1 Street SW  
Calgary, Alberta, Canada  
T2P 5H1

After Recording, Return to:  
Keystone Pipeline Project  
8200 E. 34<sup>th</sup> St North  
Bldg 1800 Suite 1807  
Wichita, KS 67226

STATE OF Kansas )  
COUNTY OF Cowley ) SS

Before me, Deborah Spore, a Notary Public in and for said County and State on this 12th Day of Aug., 2009, personally appeared Kamran Shahzada and Naghma Shahzada, as Joint Tenants, and not as tenants in common, to me personally known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:

4/2/2013

Deborah M. Spore  
NOTARY PUBLIC

ADDRESS

216 West Buck Ave  
Oklahoma City, KS 67005



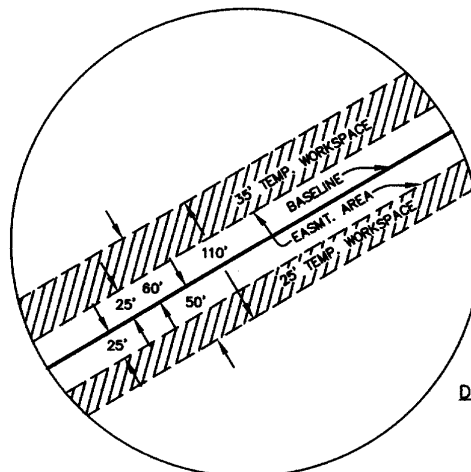
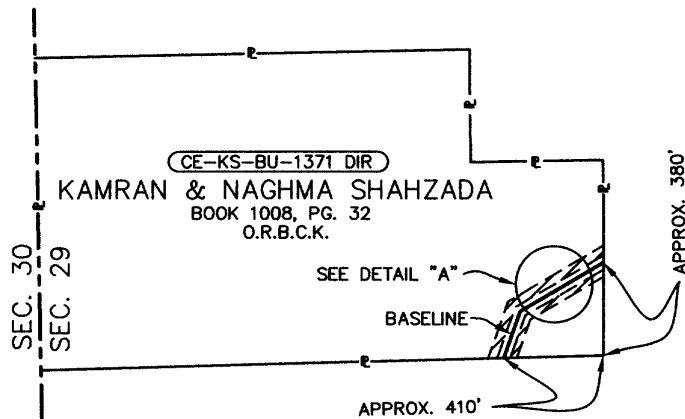


## LEGEND:

P/L PIPELINE  
 PG. PAGE  
 P PROPERTY LINE  
 ADD. ADDITIONAL  
 EASMT. EASEMENT  
 APPROX. APPROXIMATELY  
 EXIST. EXISTING  
 TEMP. TEMPORARY  
 SEC. SECTION  
 PERM. PERMANENT  
 O.R.B.C.K. OFFICE OF THE RECORDER OF BUTLER COUNTY, KANSAS

## BUTLER COUNTY, KANSAS

T-27-S, R-4-E, SECTION 29

DETAIL "A"  
N.T.S.

TRACT LEGAL DESCRIPTION:  
 PART OF NW  $\frac{1}{4}$  OF NW  $\frac{1}{4}$  &  
 PART OF NE  $\frac{1}{4}$  OF NW  $\frac{1}{4}$  OF  
 SECTION 29, T-27-S, R-4-E

TOTAL LENGTH: APPROX. 600 FT.  
 EASEMENT AREA: APPROX. 0.7 ACRES  
 TEMPORARY WORKSPACE: APPROX. 0.9 ACRES

## NOTE:

THIS SKETCH DOES NOT MEET THE MINIMUM  
 STANDARDS FOR PROPERTY BOUNDARY SURVEYS.  
 IT WAS NOT DERIVED FROM AN ON THE GROUND  
 SURVEY BUT IS INTENDED FOR RIGHT OF WAY  
 PURPOSES ONLY.



**TransCanada**  
 In business to deliver

## KEYSTONE PIPELINE PROJECT

NO.	REVISION	DATE
0	BASED ON SURVEY & TITLE	07/28/08
1	APPROVED IN KC	08/24/08
2	ISSUED FOR ACQUISITION	08/25/08
3	RE-ROUTE & REVISED PROPERTY LINE	10/02/08
4	RE-APPROVED IN KC	10/27/08
5	RE-ISSUED FOR ACQUISITION	12/17/08

EASEMENT AREA  
 ACROSS THE PROPERTY OF  
 KAMRAN & NAGHMA SHAHZADA  
 CE-KS-BU-1371 DIR

PROJECT: 9348.000 EXHIBIT A

SCALE	DATE	DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
1" = 600'	07/25/08	MMA	GTC	ML	CE-20-P-7500-1387



EXHIBIT B

The Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter, EXCEPT the East 326 feet thereof AND EXCEPT Beginning 600 feet West of the Northeast Corner of said Northwest Quarter, thence South 238.75 feet, thence West 100 feet, thence North 238.75 feet, thence East 100 feet to beginning of excepted tract, AND EXCEPT Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 550.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 50.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 50.00 feet to the point of beginning of excepted tract, AND EXCEPT Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 700.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 100.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 100.00 feet to the point of beginning of excepted tract; in Section Numbered 29, Township Numbered 27 South, Range Numbered 4 East of the 6th P.M., in Butler County, Kansas. Subject to public road.

LESS and EXCEPT

A tract in the North Half of the Northwest Quarter of Section Numbered 29, Township Numbered 27 South, Range Numbered 4 East of the 6th P.M., in Butler County, Kansas; Commencing at the Northwest Corner of said Quarter Section, thence North 89 degrees 51 minutes 27 seconds East (assumed) along the North line of said Quarter Section, 1789.84 feet, thence South 0 degrees 06 minutes 48 seconds East, parallel with the East line of said Quarter Section, 70.93 feet to the South right-of-way of U.S. 54 Highway and the point of beginning, thence South 0 degrees 06 minutes 48 seconds East, 465.50 feet, thence North 89 degrees 21 minutes 10 seconds East, parallel with said right-of-way, 540.30 feet to a point 326.00 feet West of the East line of said Quarter Section, thence North 0 degrees 06 minutes 48 seconds West, 465.50 feet to said right-of-way, thence South 89 degrees 21 minutes 10 seconds West, along said right-of-way, 224.01 feet, thence South 0 degrees 06 minutes 48 seconds East, 170.60 feet, thence South 89 degrees 51 minutes 27 seconds West, parallel with the North line of said Quarter Section, 250.00 feet, thence North 0 degrees 06 minutes 48 seconds West, 168.40 feet to said right-of-way, thence South 89 degrees 21 minutes 10 seconds West, along said right-of-way, 66.28 feet to the point of beginning.



RTN ENV: Ray Connell  
PO Box 6  
El Dorado, KS 67042

**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that KAMRAN SHAHZADA and NAGHMA SHAHZADA, hereinafter called "Grantor(s)," in consideration of one dollar (\$1.00) and other good and valuable consideration paid by RURAL WATER DISTRICT NO. 8, BUTLER COUNTY, KANSAS, hereinafter called the "Grantee," the receipt 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 a water system over and across the following land owned by Grantor(s) in Butler County, Kansas, to wit:

The Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter, EXCEPT the East 326 feet thereof AND EXCEPT Beginning 600 feet West of the Northeast Corner of said Northwest Quarter, thence South 238.75 feet, thence West 100 feet, thence North 238.75 feet, thence East 100 feet to beginning of excepted tract, AND EXCEPT Beginning at a point on the North line of said Northeast Quarter that bears South 89°56'18" West a distance of 550.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 50.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 50.00 feet to the point of beginning of excepted tract, AND EXCEPT Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 700.00 feet from the Northeast Corner thereof, thence South 0°03'42" East a distance of 238.75 feet, thence South 89°56'18" West a distance of 100.00 feet, thence North 0°03'42" West a distance of 238.75 feet to said North line, thence North 89°56'18" East a distance of 100.00 feet to the point of beginning of excepted tract; in Section Numbered 29, Township Numbered 27 South, Range Numbered 4 East of the 6<sup>th</sup> P.M., in Butler County, Kansas. Subject to public road;

together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 30 feet as laid along the east side of said tract.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor(s) by reason of the installation of the water system 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 Grantor's 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.

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 24<sup>th</sup> day of October, 2013.

  
KAMRAN SHAHZADA

  
NAGHMA SHAHZADA



BUTLER COUNTY, KS  
REGISTER OF DEEDS  
Marcia McCoy

Book: 2013 Page: 28685

Receipt #: 92070  
Pages Recorded: 2

Total Fees: \$12.00

Date Recorded: 12/16/2013 12:28:18 PM

REC  
COMP  
NUM

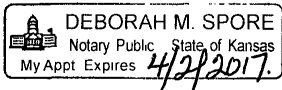




STATE OF KANSAS                     )  
  ) ss:  
COUNTY OF BUTLER                )

BE IT REMEMBERED, that on this 24th day of October, 2013, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came KAMRAN SHAHZADA and NAGHMA SHAHZADA, who is/are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) 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.



Deborah M. Spore  
Notary Public



RTN: David Mollhagen  
3405 N. Hydraulic St.  
Wichita, KS 67219



**This Instrument Prepared By  
and after Recording Return to:**

Heather R. Campbell, Esq.  
The Law Group of Northwest Arkansas LLP  
1830 Shelby Lane  
Fayetteville, Arkansas 72704  
(479) 316-3760

**ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT (the "Assignment") is executed and delivered by and between **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware Corporation ("Assignor"), and **ASHBY STREET OUTDOOR CC, LLC**, a Delaware limited liability company ("Assignee") to be effective January 14, 2016, hereinafter the ("Effective Date");

WITNESSETH:

As of the Effective Date, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Assignor") hereby irrevocably transfers, assigns, to ASHBY STREET OUTDOOR CC, LLC, a Delaware limited liability company ("Assignee"), all of Assignor's right, title and interest in and to those certain Leases described more thoroughly in Exhibit "B" attached hereto affecting all or a part of those certain lands situated in the County of Butler, State of Kansas, as more particularly described on Exhibit A attached hereto.

This Assignment of Leases is made without representation or warranty by Assignor, express or implied.

Assignee accepts this assignment and accepts all of the rights and duties of Assignor under the assigned Leases.

*[Remainder of page intentionally left blank]*

Assignment of Leases  
Butler County, Kansas  
Ashby Street Outdoor CC, LLC

1

REC  
COMP  
NUM

*[Handwritten signature/initials]*




Signature Page

ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, Assignee and Assignor shall be deemed to have executed this Assignment of Leases and Assumption Agreement as of the Effective Date.

ASSIGNOR:

**CLEAR CHANNEL OUTDOOR, INC.,**  
a Delaware Corporation

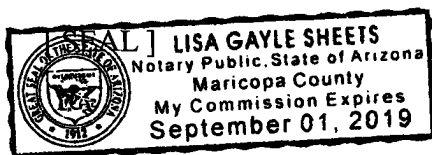
By:   
Name: BRYAN PARKER  
Title: EXECUTIVE VICE PRESIDENT  
REAL ESTATE / PUBLIC AFFAIRS

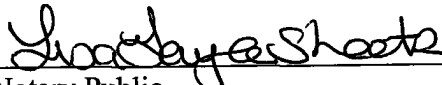
ACKNOWLEDGMENT

STATE OF ARIZONA       )  
  ) ss:  
COUNTY OF MARICOPA   )

On this day, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named BRYAN PARKER (being the person authorized by said limited liability companies to execute such instrument, stating his respective capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the EXECUTIVE VICE PRESIDENT REAL ESTATE / PUBLIC AFFAIRS of **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware corporation and that he was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said limited liability companies, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21<sup>st</sup>  
day of March, 2017.



  
Notary Public  
Printed Name: Lisa Gayle Sheets  
My commission expires: 9-1-2019

Assignment of Leases  
Butler County, Kansas  
Ashby Street Outdoor CC, LLC



Signature Page

ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, Assignee and Assignor shall be deemed to have executed this Assignment of Leases and Assumption Agreement as of the Effective Date.

ASSIGNEE:

**ASHBY STREET OUTDOOR CC, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: JIM MATALONE  
Title: CHIEF EXECUTIVE OFFICER

ACKNOWLEDGMENT

STATE OF ARKANSAS           )  
  ) ss:  
COUNTY OF WASHINGTON    )

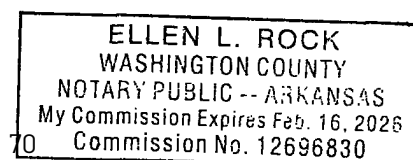
On this day, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named JIM MATALONE (being the person authorized by said limited liability companies to execute such instrument, stating his respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the CHIEF EXECUTIVE OFFICER of **ASHBY STREET OUTDOOR CC, LLC**, a Delaware limited liability company and that he was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said limited liability companies, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27  
day of March, 2017.

[ SEAL ]

Ellen L. Rock  
Notary Public  
Printed Name: Ellen L. Rock  
My commission expires: 2-16-2026

*Assignment of Leases  
Butler County, Kansas  
Ashby Street Outdoor CC, LLC*





**Exhibit A**

**Lease 0184**

S36, T26, R03E, ACRES 52.3, BEG 1300S NE/C NE4 W2312.8 S1564.4 NELY2500 N550 TO POB LESS ROW (SCALED) Butler County, Kansas

**Lease 0247**

S08, T27, R03E, ACRES 65.5, E1372.6 NE4 LESS ROW Butler County Kansas

**Lease 0269**

S13, T26, R04E, ACRES 214.2, SW1/4; W1/2 NW1/4 LESS ROW Butler County Kansas

**Lease 0357**

S08, T27, R03E, ACRES 46.6, SW4 LYG N & E RR & LYG N & W I-35 LESS ROW Butler County Kansas

**Lease 0368**

S29, T27, R04E, ACRES 61.4, N1/2 NW1/4 EXC E326 & EXC BEG 326W NE/C NW1/4 S465.5 W540 N465.5 E66.28 S168.4 E250 N170.6 E224.01 TO POB LESS ROW, Butler County Kansas

**Lease 0405**

S25, T27, R03E, ACRES 78.0, E1/2 NW1/4 LESS ROW Butler County Kansas

**Lease 0656**

S08, T27, R03E, ACRES 65.5, E1372.6 NE4 LESS ROW Butler County Kansas

**Lease 0710**

S23, T26, R04E, ACRES 20.9, BEG NE/C NW4 S1444.89 SWLY629.3 N1792.67 E581.54 TO POB LESS ROW Butler County Kansas

**Lease 0788**

S08, T27, R03E, ACRES 70.0, W1267.4 NE4 LESS ROW EXC BEG 50 E NW/C S1280 E320 N289 NWLY663.89 N400 W40 TO POB Butler County Kansas

**Lease 0795**

S36, T26, R03E, ACRES 22.2, BEG NW/C NE4 E330 S2884.46 SW378.83 ALG KS TPK N3069.37 TO POB LESS ROW, Butler County Kansas

**Lease 0877**

*Assignment of Leases  
Butler County, Kansas  
Ashby Street Outdoor CC, LLC*



S10, T26, R04E, BEG NE/C LT 1 E K INVESTMENTS 1ST ADD E39.6 S578 W39.6 N578 TO  
POB LESS ROW, Butler County Kansas

**Lease 1027**

S29, T27, R04E, ACRES 5.1, BEG 326W NE/C NW1/4 S465.5 W540 N465.5 E66.28 S168.4  
E250 N170.6 E224.01 TO POB LESS ROW Butler County Kansas

**Lease 1043**

S13, T26, R04E, ACRES 214.2, SW1/4; W1/2 NW1/4 LESS ROW Butler County Kansas

**Lease 1046**

S19, T27, R03E, ACRES 2, BEG 1112.46E SW/C SW1/4 N112.4 SELY96.7 E910 S190  
W1152.54 TO POB LESS ROW (SCALED) Butler County Kansas



**Exhibit B**

**Lease 0184** Between Gail R. Matheus (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located MM 60.800 & 60.900 I-35, Butler County, Kansas on January 14, 2005, as amended by the Amendment to the Lease Agreement executed March 5, 2012, recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10316.

**Lease 0247** Between Whitecrest dba Aurora Development (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located MM 56.600 I-35, Butler County, Kansas on June 19, 2003 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10317.

**Lease 0269** Between David C. Wohlgemuth (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at MM 67.220 I-35, Butler County, Kansas on August 26, 2008 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10318.

**Lease 0357** Between U S D #385 (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at MM 56.20 I-35, Butler County, Kansas on June 1, 2005 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10329.

**Lease 0368** Between Kamran Shahzada (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at MM 232.920 US 54, Butler County, Kansas on January 31, 2008 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10328.

**Lease 0405** Between Mildred Watson, Armetta Watson Inter Vivos Trust (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at MM 231.300 US 54, Butler County, Kansas on July 1, 1985 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10319.

**Lease 0656** Between Whitecrest dba Aurora Development (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located MM 56.400 I-35, Butler County, Kansas on June 19, 2003 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10320.



**Lease 0710** Between C. Dewayne Ott (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located MM 66.200 I-35, Butler County, Kansas on May 30, 1984 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10321.

**Lease 0877** Between Fireworks Leasing (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located MM 19.65 K-254, Butler County, Kansas on August 16, 2001 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book 2014 Page 10324

**Lease 0788** Between Whitecrest dba Aurora Development (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at MM 56.300 I-35, Butler County, Kansas on June 19, 2003 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book 2014 Page 10322.

**Lease 0795** Between Christopher G. Davis and Cherie Davis (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at MM 60.800 I-35, Butler County, Kansas on February 1, 1990 recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10323.

**Lease 1027** Between Leon Van Vessum dba Corky's Car Inc., (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at MM 233.21 US 54, Butler County, Kansas and recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10327.

**Lease 1043** Between David C. Wohlgemuth (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at MM 67.220 I-35, Butler County, Kansas and recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10325.

**Lease 1046** Between City of Andover (Grantor/Landlord) and Clear Channel Outdoor, Inc., (Grantee/Tenant) for property located at 16040 E. Kellogg, Butler County, Kansas and recorded with the Butler County Register of Deeds in Butler County, Kansas on December 22, 2014 in Book: 2014 Page: 10326.





BUTLER COUNTY, KS

REGISTER OF DEEDS

Jacque Roberts

**Book: 2023 Page: 2879**

Receipt #: 177183

Recording Fee: \$106.00

Pages Recorded: 1 of 6

by

*Jacque Roberts*

**Date Recorded: 4/26/2023 8:56:46 AM**

[ELECTRONICALLY FILED]

**PT OF N/2 NW/4 OF S29-T27S-R4E**

### **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, **Kamran Shahzada and Naghma Shahzada, a married couple**, ("Grantor") do hereby grant, convey and warrant unto **Evergy Kansas South, 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 the Northwest Quarter and the Northeast Quarter of the Northwest Quarter,  
EXCEPT  
The East 326 feet thereof AND EXCEPT  
Beginning 600 feet West of the Northeast Corner of said Northwest Quarter; thence South 238.75 feet; thence West 100 feet; thence North 238.75 feet; thence East 100 feet to beginning of excepted tract,

16-EC-1

Weaver to Benton Tap to Mobile  
BU027, Shahzada  
Evergy RES #: 21-069



**AND EXCEPT**

Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 550.00 feet from the Northeast Corner thereof; thence South 0°03'42" East a distance of 238.75 feet; thence South 89°56'18" West a distance of 50 feet; thence North 0°03'42" West a distance of 238.75 feet to said North line; thence North 89°56'18" East a distance of 50.00 feet to the point of beginning of excepted tract,

**AND EXCEPT**

Beginning at a point on the North line of said Northwest Quarter that bears South 89°56'18" West a distance of 700.00 feet for the Northeast Corner thereof; thence South 0°03'42" East a distance of 238.75 feet; thence South 89°56'18" West a distance of 100.00 feet; thence North 0°03'42" West a distance of 238.75 feet to said North line; thence North 89°56'18" East a distance of 100.00 feet to the point of beginning of excepted tract, in Section 29, Township 27 South, Range 4 East of the 6th P.M., in Butler County, Kansas.

**AND EXCEPT**

A tract in the North Half of the Northwest Quarter of Section 29, Township 27 South, Range 4 East of the 6th P.M., in Butler County, Kansas; Commencing at the Northwest Corner of said Quarter Section; thence North 89°51'27" East (assumed) along the North line of said Quarter Section, 1789.84 feet; thence South 0°06'48" East, parallel with the East line of said Quarter Section, 70.93 feet to the South Right-of-Way of U.S. 54 Highway and the point of beginning; thence South 0°06'48" East, 465.50 feet; thence North 89°21'10" East, parallel with said Right-of-Way, 540.30 feet to a point 326.00 feet West of the East line of said Quarter Section; thence North 0°06'48" West, 465.50 feet to said Right-of-Way; thence South 89°21'10" West, along said Right-of-Way, 224.01 feet; thence South 0°06'48" East, 170.60 feet; thence South 89°51'27" West, parallel with the North line of said Quarter Section, 250.00 feet; thence North 0°06'48" West, 168.40 feet to said Right-of-Way; thence South 89°21'10" West, along said Right-of-Way, 66.28 feet to the point 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.

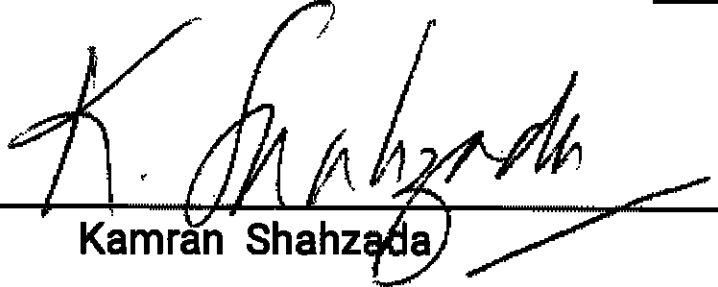
The Grantor, its heirs, successors, assigns and lessees, may cultivate, use, and enjoy the Right of Way, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed 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.

WITNESS the hand of the Grantor this 24 day of January, 2023.

  
Kamran Shahzada

  
Naghma Shahzada



STATE OF Kansas )  
COUNTY OF Butler )

SS:

**INDIVIDUAL ACKNOWLEDGMENT**

I, JAMES BROOKS MADDEN, do hereby certify that  
(Print name of Notary Public)

Kamran Shahzada and Naghma Shahzada, a married couple

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24 day of January, 2023.



James Brooks Madden  
Notary Public

JAMES BROOKS MADDEN  
Print Name Here

My appointment expires: 12/11/2023



**EXHIBIT A**  
SHEET 1 OF 2

**EASEMENT DESCRIPTION**

A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 04 EAST OF THE SIXTH PRINCIPAL MERIDIAN, BUTLER COUNTY, KANSAS, BEING DESCRIBED AND PREPARED ON 11/03/2022 BY CHARLES W. BROOKSHER PS #1281 AND PROFESSIONAL ENGINEERING CONSULTANTS P.A., C.L.S. #65, AS FOLLOWS:

**EASEMENT #1**

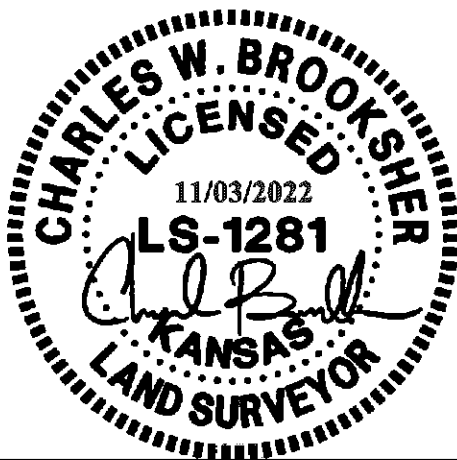
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S00°42'30"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 71.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF HWY 400 AND THE POINT OF BEGINNING #1; THENCE CONTINUING S00°42'30"E ALONG SAID WEST LINE A DISTANCE OF 1254.07 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE N89°07'27"E ALONG SAID SOUTH LINE A DISTANCE OF 2330.15 FEET TO THE EAST PROPERTY LINE DESCRIBED IN BOOK 1008, PAGE 32 IN THE BUTLER CO. REGISTER OF DEEDS; THENCE N00°44'48"W ALONG SAID EAST LINE A DISTANCE OF 24.53 FEET; THENCE S89°17'33"W A DISTANCE OF 2246.29 FEET; THENCE N00°08'13"E A DISTANCE OF 1223.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF HWY 400; THENCE S89°03'08"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 101.88 FEET TO THE POINT OF BEGINNING #1. ENCOMPASSING 4.10 ACRES MORE OR LESS

IT BEING THE INTENT OF THIS INSTRUMENT TO EXTEND THE EASEMENT TO INCLUDE THAT LAND NOW LYING IN HIGHWAY RIGHT OF WAY TO WHICH WOULD REVERT IN CASE OF VACATION OR ABANDONMENT THEREOF SAID LAND BEING MORE PARTICULARLY DESCRIBED AS:

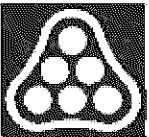

**EASEMENT #2**

BEGINNING #2 AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S00°42'30"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 71.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF HWY 400; THENCE N89°03'08"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 101.88 FEET; THENCE N00°08'13"E A DISTANCE OF 71.71 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE S89°03'08"W ALONG SAID NORTH LINE A DISTANCE OF 102.94 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING #2. ENCOMPASSING 0.17 ACRES MORE OR LESS.

TOTAL AREA ENCOMPASSING 4.27 ACRES MORE OR LESS.



PREPARED BY: CHARLES W. BROOKSHER PS #1281  
PEC PROJECT NO. 219030-028

 <b>PEC</b> PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-6457 www.pec1.com	WEAVER TO BENTON PERMANENT EASEMENT		
	COUNTY	TRACT NO.	PROJ. NO. 21-069
	BUTLER	BU027	DATE: 11/03/2022

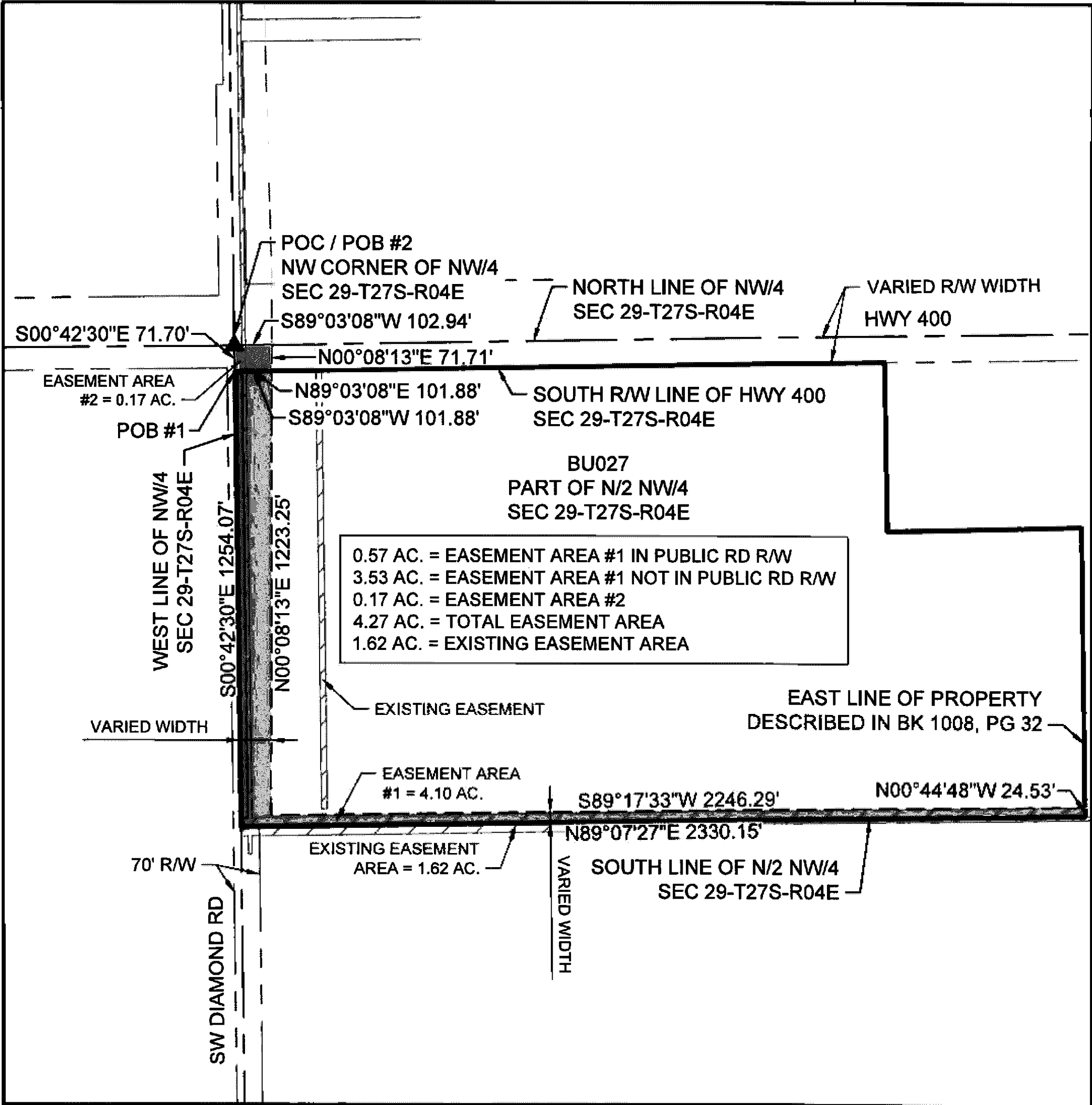


LEGEND

- SECTION LINE
- PROPERTY LINE
- ROAD R/W LINE
- EASEMENT LINE
- EXISTING EASEMENT
- EASEMENT NOT IN PUBLIC R/W
- EASEMENT IN PUBLIC R/W
- EASEMENT IN HWY/RR
- SECTION CORNER
- R/W RIGHT OF WAY
- POB / POC POINT OF BEGINNING / COMMENCING

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 KANSAS COORDINATE SYSTEM NAD 83(2011) SOUTH ZONE.



0.57 AC. = EASEMENT AREA #1 IN PUBLIC RD R/W  
3.53 AC. = EASEMENT AREA #1 NOT IN PUBLIC RD R/W  
0.17 AC. = EASEMENT AREA #2  
4.27 AC. = TOTAL EASEMENT AREA  
1.62 AC. = EXISTING EASEMENT AREA

\\E:\GIS\Projects\2021\12-10-2021\02-01\Survey\Drawings\Exhibits\BU027

**PEC**  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-6457 www.pec1.com

WEAVER TO BENTON PERMANENT EASEMENT		
COUNTY	TRACT NO.	PROJ. NO. 21-069
BUTLER	BU027	DATE: 11/03/2022



Date Recorded: 12/22/2014 1:36:53 PM



WHEN RECORDED MAIL TO:

RTN: (14)  
CLEAR CHANNEL OUTDOOR, INC.  
Attn: Real Estate Department  
3405 N. Hydraulic  
Wichita, KS 67219

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by Kamran Shahzada ("Landlord"), whose address is 2607 E. Birch Ave, Arkansas City Kansas 67005 and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, formerly known as Eller Media Company and successor-in-interest to Donrey Outdoor Advertising Company ("Tenant"), whose address is 3405 North Hydraulic, Wichita, Kansas 67219-3899 upon the following terms:

1. Landlord is the owner of the following described Property: MM 232.920 US 54

S29, T27, R04E, ACRES 61.4, N1/2 NW1/4 EXC E326 & EXC BEG 326W NE/C  
NW1/4 S465.5 W540 N465.5 E66.28 S168.4 E250 N170.6 E224.01 TO POB  
LESS ROW, Butler County Kansas

2. Landlord and Tenant have entered into that certain Lease Agreement (Lease #0368), commenced January 31, 2008 (the "Original Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning June 1, 2008 and continuing through May 31, 2015, plus extensions and renewals, if any.
3. Pursuant to the Lease, all outdoor advertising structures, materials and equipment placed in the area leased to Tenant are and shall remain the property of Tenant.
4. Under the Lease, Landlord has granted a limited power of attorney to Tenant in order to record this Memorandum without the signature of Landlord.
5. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.
6. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

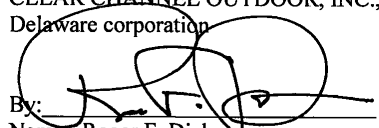
[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum as of the 17 day of December, 20 14.

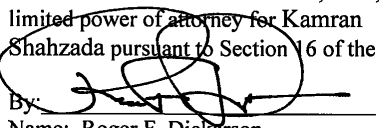
TENANT:

CLEAR CHANNEL OUTDOOR, INC., a  
Delaware corporation

By:   
Name: Roger F. Dickerson  
Title: President, Wichita Division

LANDLORD:

CLEAR CHANNEL OUTDOOR, INC., as  
limited power of attorney for Kamran  
Shahzada pursuant to Section 16 of the Lease.

By:   
Name: Roger F. Dickerson  
Title: President, Wichita Division

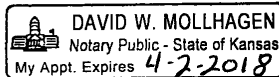
STATE OF Kansas )  
 ) ss.  
COUNTY OF Sedgwick )

On December 17, 2014 before me, David W. Mollhagen, NOTARY,  
personally appeared Roger F. Dickerson, Clear Channel Outdoor, Inc. President, Wichita Branch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Kansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature David W. Mollhagen (Seal)



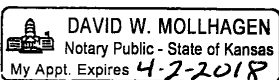
STATE OF Kansas )  
 ) ss.  
COUNTY OF Sedgwick )

On December 17, 2014 before me, David W. Mollhagen, NOTARY,  
personally appeared Roger F. Dickerson, Clear Channel Outdoor, Inc. President, Wichita Branch, as limited power of attorney for Kamran Shahzada, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Kansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature David W. Mollhagen (Seal)







## Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 10100 SW Diamond Rd, Augusta KS 67010

Seller: Kamran Shahzada and Naghma Shahzada Date of Purchase:

**Message to the Seller:** This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

**Instructions:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

**By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.**

**Message to the Buyer:** Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

**Instructions:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

### PART I

APPLIANCES					ELECTRICAL						
None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device	None	Does Not Transfer	Working	Not Working	Don't Know	Smart Device
Indicate the condition of the following items by marking the appropriate boxes.						Indicate the condition of the following items by marking the appropriate boxes.					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal						Smoke/Fire Detectors					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher						Light Fixtures					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oven						Switches/Outlets					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Range (Circle One) Gas Electric						Ceiling Fan(s)					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave						Bathroom Vent Fan(s)					
Built in (Circle One) YES NO						Telephone Wiring/Blocks/Jacks					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Range Hood						Door Bell					
Vented Outside (Circle One) YES NO						Intercom					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen Refrigerator						Garage Door Opener					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	# of Remotes:			Keypad Entry: (Circle One) YES NO		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clothes Washer						Aluminum Wiring					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clothes Dryer						Copper Wiring					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Compactor						220 Volt					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central Vacuum						Service Panel Total Amps					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Attached Gas Grill						Solar Equipment - (Circle One) Own Rent/Lease					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Company			Wind - (Circle One) Own Rent/Lease		
Other: stove exterior - gas						Hydroelectric - (Circle One) Own Rent/Lease					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Company			Security System - (Circle One) Own Rent/Lease		
Other: cooktop electric						Audio/Video Surveillance System					
Other:											
Other:											

Comments:

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WATER/SEWAGE SYSTEMS (See Part II Also)						HEATING & COOLING SYSTEMS					
TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.				
None Does Not Transfer	Working			Not Working	Don't Know			None Does Not Transfer	Working	Not Working	Don't Know
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewage Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooling System				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Type				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Backup Sump Pump/Battery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Age				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating System				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Type	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Type				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Heater (Circle One) <u>Elect</u> Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Age				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Size & Age	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window/Wall Air Conditioning Units				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Instant Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Circle One) Own Rent/Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Insert				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Purifier/Reverse Osmosis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning Stove				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground Sprinkler System <u>Front not working</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chimney/Flue - Date Last Cleaned				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Backflow Device (Circle One) YES <u>NO</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas Log Lighter				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date Last Tested or Inspected	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Whole House Attic Fan				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Equipment - (Circle One) Own Rent/Lease				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Tub/Spa <u>Infinite</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Company				
Comments:				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Geothermal				
				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Propane Tank - (Circle One) Own <u>Rent/Lease</u>				
				Company							
				Comments:							
MEDIA						SMART DEVICES					
TRANSFERS TO BUYER		Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:							
None Does Not Transfer	Working			Not Working	Don't Know						
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	# of Rcvs/Remotes								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attached Antennas								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cable TV Wiring/Jacks								
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attached Television Mount(s)								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Projector(s)								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Projector Screen(s)	Any Additional Comments For Part I.							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Surround Sound Speakers								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wired for Surround Sound								
Comments:											



## PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	
<b>SECTION 1</b>			
<b>STRUCTURAL FOUNDATION/WALLS</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
Indicate all that apply: <input checked="" type="checkbox"/> Basement <input type="checkbox"/> Crawl Space <input type="checkbox"/> Slab			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Movement, shifting, deterioration or other problems with walls or foundation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cracks or flaws in the walls, floors or foundation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Problems with driveways, walkways, patios, retaining walls, party walls?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Problems with operation of windows or doors, or broken seals?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties? Date: <u>8-6-2029</u> (If YES, explain below and attach copy.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the walls? <u>choice home warranty</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the floors?
Additional Comments:			
<b>SECTION 2</b>			
<b>ROOF/INSULATION</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Age: <u>10 years</u> Type: <u>Shingle</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are there any <input type="checkbox"/> PAST <input type="checkbox"/> PRESENT roof leaks? (Mark One) If any, identify details below.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	During your ownership, has the roof ever been <input type="checkbox"/> REPLACED? <input type="checkbox"/> REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any problems with chimneys or chases? (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the ceiling/attic?
Additional Comments:			
<b>SECTION 3</b>			
<b>MOLD/MILDEW</b>			
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Presence of any mold/mildew in the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any problems created by mold or mildew for occupants of the structure during your ownership?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			



Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to City Water?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to Rural Water? If YES, Transfer Fee: <u>Do not know</u> District: _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to any private water systems? (Mark all that apply.)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Drinking Well	<input checked="" type="checkbox"/> Irrigation Well
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working? Type: <u>well</u> Location: _____ Depth: _____	<input type="checkbox"/> Geo-Thermal Well
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working? Type: _____ Location: _____ Depth: _____	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Working? Type: _____ Location: _____ Depth: _____	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____ Location: _____	
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a lagoon system? Location: <u>South of house</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the main waste disposal line ever been snaked or scoped?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage in or around the fireplace or chimney?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage around (If YES, mark all that apply.) <input type="checkbox"/> WINDOWS <input type="checkbox"/> SKYLIGHTS <input type="checkbox"/> DOORS?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks caused by appliances?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage into (If YES, mark all that apply.) <input type="checkbox"/> BASEMENT <input type="checkbox"/> CRAWL SPACE	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any accumulation of water within the basement/crawl space?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump(s) Location(s): <u>Basement</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drain Tiles (If YES, mark all that apply.) <input type="checkbox"/> INTERIOR <input checked="" type="checkbox"/> EXTERIOR	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			<input type="checkbox"/> WOOD DESTROYING INSECTS	<input type="checkbox"/> DRY ROT
			<input type="checkbox"/> OTHER WOOD INFESTATION	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			<input type="checkbox"/> WOOD DESTROYING INSECTS	<input type="checkbox"/> DRY ROT
			<input type="checkbox"/> OTHER WOOD INFESTATION	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have there been any repairs of such damage? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____ Warranty Expiration Date: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any pest control reports in the last 5 years? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				



Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

SECTION 7

ENVIRONMENTAL CONDITIONS

- | YES                      | NO                                  | DON'T KNOW                          |  |
|--------------------------|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the property located in a subdivision with a master drainage plan?  |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | If YES, is the property in compliance?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Has the property ever had any drainage problems during your ownership? (If YES, explain below.)  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Are there any producing or non-producing gas/oil wells on the property or adjacent property?   |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Do mineral rights convey to buyer? If NO, please define: _____   |
|                          |                                     |                                     | <b>Groundwater contamination has been detected in several areas in the State of Kansas.</b>  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Are you aware of groundwater contamination or other environmental concerns?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Any reports or records pertaining to groundwater contamination or other environmental concerns?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any diseased or dead trees and shrubs?   |
|                          |                                     |                                     | <b>To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)</b>   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Asbestos   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Contaminated soil or water (including drinking water)  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Landfill or buried materials   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Lead-based paint (If YES, attach disclosure.)  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Radon gas in house or well Has a mitigation system been installed? (Mark One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Methane Gas  |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Oil sheers in wet areas  |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Radioactive material   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Toxic material disposal (solvents, chemicals, etc.)  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Underground fuel or chemical storage tanks   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | EMFs (Electro Magnetic Fields)   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Urea formaldehyde foam insulation (UFFI)   |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | To your knowledge, are any of the above conditions present near your property?   |

Comments:

SECTION 8

BOUNDARIES/LAND

- | YES                                 | NO                                  | DON'T KNOW                          |   |
|-------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Have you had a survey of the property? (If YES, attach copy if available.)  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Are the boundaries of your property marked in any way?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Is there any fencing on the boundaries of the property?   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does fencing belong to the property? If YES, which sides? _____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.) <i>Fences</i> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the property owner responsible for maintenance of any such shared feature(s)?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | To your knowledge, is any portion of the property located in a federally designated flood plain?  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | Do you currently, or have you ever, paid flood insurance for the property?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | To your knowledge, is any portion of the property located in a designated wetlands area?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)                                       |

☐ EXPANSIVE SOIL

☐ FILL DIRT

☐ SLIDING

☐ SETTLING

☐ EARTH MOVEMENT

☐ UPHEAVAL

☐ EARTH STABILITY PROBLEMS

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9
<b>SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION</b>			
The law requires that the Seller disclose the existence of special assessments against a property.			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any current/pending bonds, assessments, or special taxes that apply to property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
<input type="checkbox"/> Owner <input type="checkbox"/> County <input type="checkbox"/> Public Record <input type="checkbox"/> Other: _____			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property subject to rules or regulations of an active Homeowner's Association?
Annual Dues? _____ Initiation Fee? _____			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homeowner's Association contact information: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property subject to a right of first refusal?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any violations of such covenants and restrictions?
Comments: _____			
SECTION 10			
YES	NO	DON'T KNOW	MISCELLANEOUS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property <b>without obtaining required permits</b> ?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the present use of the property a non-conforming use?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have there been any insurance claims during the seller's ownership?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Were repairs made? If so, explain: <u>One of outside faucet Frozen Part of basement Living room</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any unrepaired damage due to hail, storm, wind, fire or flood? <u>Roofing Replaced.</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does a pet(s) reside or has a pet(s) ever resided in or on the property? <u>Peacock &amp; Deer outside of Property</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.? <u>(Holes)</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do all window and door treatments remain? If NO, please list: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does any other personal property remain? If YES, please list: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the property contain any of the following? (Mark all that apply.)
<input type="checkbox"/> Swimming Pool <input type="checkbox"/> Spa <input type="checkbox"/> Hot Tub <input type="checkbox"/> Sauna <input type="checkbox"/> Water Feature			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, are either of the following heated? <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Spa If yes, type of heat? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
Explain: _____			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property in a historic, holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there any transferable warranties on the property or any of its components?
Comments: _____			
Any Additional Comments For Part II:			



**SELLER'S ACKNOWLEDGEMENT**

288 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's  
 289 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the  
 290 Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and  
 291 releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with  
 292 the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other  
 293 real estate brokers and agents and prospective buyers of the property.

294 Seller is occupant: ☒ YES ☐ NO

295 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.

296 SELLER: X. Shalzada 8/26/25 SELLER: Nege S. S. S. 8/26/25  
 297 Date Date

**BUYER'S ACKNOWLEDGEMENT AND AGREEMENT**

299 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject  
 300 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by  
 301 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract  
 302 with the Seller.

303 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical  
 304 defects in the property.

305 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes  
 306 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information  
 307 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at  
 308 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

309 4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that  
 310 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be  
 311 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential  
 312 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by  
 313 contacting the Metropolitan Area Planning Department.

314 BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 315 Date Date

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# PROPERTY TAX INFORMATION



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## Current Tax Information

**Type** RL **CAMA Number** 299 29 0 00 00 010 00 0 01 **Tax Identification** 150-378000  
**Owner ID** SHAH00004 SHAHZADA, KAMRAN SHAHZADA, MAGHMA  
**Taxpayer ID** CORE00007 CORELOGIC TAX SERVICES ATTN: ESCROW REPORTING  
 10100 SW DIAMOND 67010

[Tax History](#)  
[Current Real Estate Detail](#)  
[GIS Map](#)  
[Print Friendly Version](#)

**Subdivision** **Block** **Lot(s)** **Section29** **Township27** **Range 04**

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<a href="#">2024</a>	0038555	001			0.00	2,892.25	2,892.25	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

\* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

+ KS 8/26/25  
 + WS 8/26/25

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## Parcel Details for 008-299-29-0-00-00-010.00-0 - Printer Friendly Version

Quick Reference #: R19883

Owner Information	
<b>Owner's Name (Primary):</b>	SHAHZADA, KAMRAN & SHAHZADA, NAGHMA
<b>Mailing Address:</b>	PO Box 160 Augusta, KS 67010-0160
Property Address	
<b>Address:</b>	10100 SW Diamond Rd Augusta, KS 67010
General Property Information	
<b>Property Class:</b>	Farm Homesite - F
<b>Living Units:</b>	1
<b>Zoning:</b>	
<b>Neighborhood:</b>	009.0
<b>Taxing Unit:</b>	150
Deed Information	
<b>Document #</b>	<b>Document Link</b>
1008-0032	<a href="#">View Deed Information</a>
1008-0032	<a href="#">View Deed Information</a>
0934-0033	<a href="#">View Deed Information</a>
0934-0033	<a href="#">View Deed Information</a>
0879-0189	<a href="#">View Deed Information</a>
0879-0189	<a href="#">View Deed Information</a>
1008-0032	<a href="#">View Deed Information</a>
0934-0033	<a href="#">View Deed Information</a>

x K.S. 8/26/25

x WS 8/26/25



Neighborhood / Tract Information	
<b>Neighborhood:</b>	009.0
<b>Tract:</b>	Section: 29 Township: 27 Range: 04E
<b>Tract Description:</b>	S29, T27, R04E, ACRES 58.3, N1/2 NW1/4 EXC E326 & EXC BEG 326W NE/C NW1/4 S465.5 W540 N465.5 E66.28 S168.4 E250 N170.6 E224.01 & EXC BEG 66.7S NW/C NW1/4 E325 S441.27 W325 N443.3 TO POB LESS ROW

Land Based Classification System	
<b>Function:</b>	Farming / ranch operation (with improvements)
<b>Activity:</b>	Farming, plowing, tilling, harvesting, or related activities
<b>Ownership:</b>	Private-fee simple
<b>Site:</b>	Dev Site - crops, grazing etc - with structures

Property Factors			
<b>Topography:</b>	Level - 1	<b>Parking Type:</b>	Off Street - 1
<b>Utilities:</b>	All Public - 1	<b>Parking Quantity:</b>	Adequate - 2
<b>Access:</b>	Semi Improved Road - 2	<b>Parking Proximity:</b>	On Site - 3
<b>Fronting:</b>	Private Road - 9	<b>Parking Covered:</b>	
<b>Location:</b>	Neighborhood or Spot - 6	<b>Parking Uncovered:</b>	

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2025	Farm Homesite - F	48,650	414,750	463,400
2025	Agricultural Use - A	4,930	74,280	79,210
2024	Farm Homesite - F	45,700	342,700	388,400
2024	Agricultural Use - A	4,830	00	4,830
2023	Farm Homesite - F	45,700	326,800	372,500
2023	Agricultural Use - A	4,870	00	4,870
2022	Farm Homesite - F	34,550	306,350	340,900
2022	Agricultural Use - A	4,850	00	4,850

Marker Land Information					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Acre	3.10			00
<b>Influence #1:</b>		<b>Influence #2:</b>		<b>Influence Override:</b>	
<b>Factor:</b>		<b>Factor:</b>		<b>Depth Factor:</b>	

x K. S. 8/26/25

+ WS 8/26/25



**Building #: 1****Dwelling Information**

**Residence Type:** Residential/Agricultural - 1  
**Quality:** FR+  
**Year Built:** 2013  
**Effective Year:**  
**MS Style:** 1  
**LBCS Structure:** Manufactured home - double wide  
**# of Units:**  
**Total Living Area:**  
**Calculated Area:** 3,571  
**Main Floor LA:** 3,571  
**Upper Floor LA %:**  
**CDU:** AV  
**Phys / Func / Econ:** AV / N/A / N/A  
**Ovr % Good / RCN:** /  
**Remodel:** Basement Finish  
**% Complete:**  
**Assessment Class:**

**Component Sales Information**

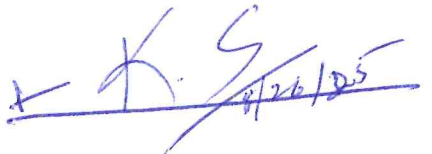
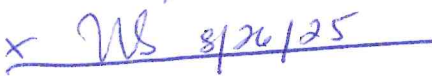
**Architectural Style:** Manufactured Home  
**Basement Type:** Full - 4  
**Total Rooms:** 6  
**Bedrooms:** 4  
**Family Rooms:**  
**Full Baths:** 3  
**Half Baths:**  
**Garage Capacity:**  
**Foundation:** Concrete - 2

**MU Class #1 / %:** / **MU Class #2 / %:** / **MU Class #3 / %:** /

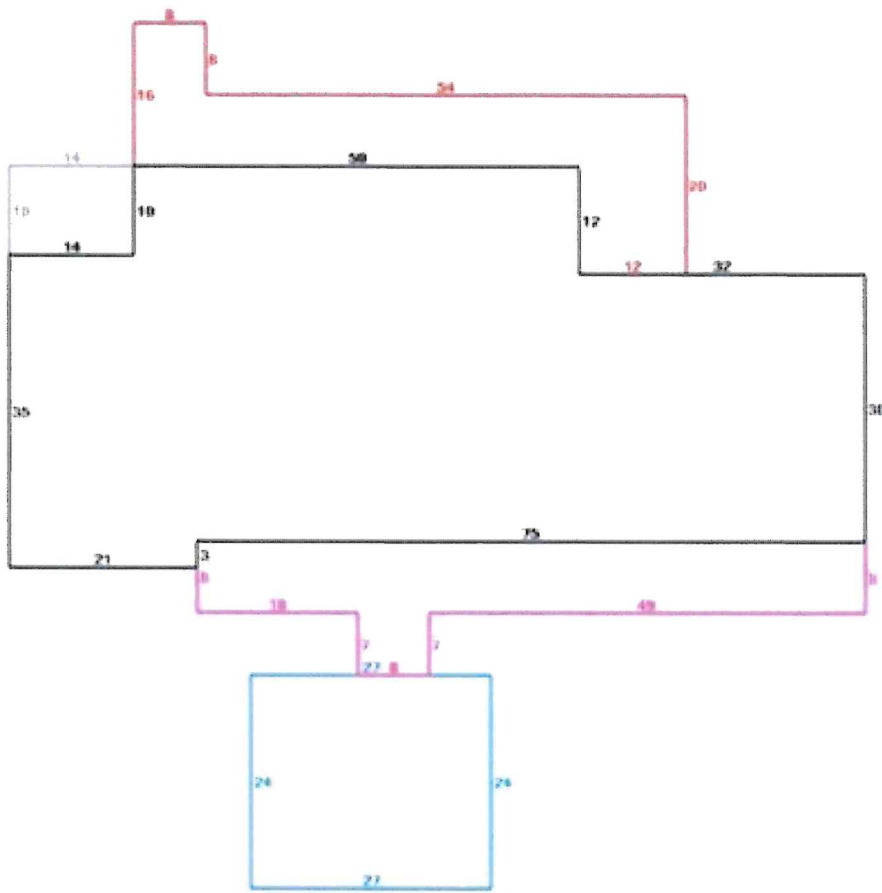
**Residential Components**

Code / Description	Units	Percentage	Quality	Year
Open Slab Porch	140			
Wood Deck	704			
Composition Shingle		100		
Warmed & Cooled Air		100		
Automatic Floor Cover Allowance				
Plumbing Fixtures	14			
Plumbing Rough-ins	1			
Raised Subfloor	3,571			
Total Basement Area	2,280			
Frame, Cement Fiber Siding		100		
Wood Deck with Roof	656			
Slab on Grade	960			
Carport, Flat Roof	648			
Partition Finish Area	2,200			

**Building #: 1 Sketch Vector**





Black = Original  
 Gray = Open Slab Porch (SF) 1  
 Red = Wood Deck (SF) 2  
 Fuchsia = Wood Deck (SF) with Roof 3  
 Teal = Carport, Flat Roof (SF) 4

Commercial Information [Information Not Available]

Other Building Improvement Information

Occup	MS Class	Rank	Quantity	Year Built	Effective Year	LBCS	Area	Perim	Hgt	Dimensions (L x W)	Stories	Phys Cond	Func	Econ	Ovr %	Reason	RCN LD	% Good	MS Value
Residential Garage - Detached	D	GD	1	2013			1300	152	10	50 x 26	1	AV	AV				70174	47	32980
<b>Components</b>																			
Code	Code Description						Units	Percentage %		Area	Other		Rank	Year					
8083							1,300												
Residential Garage - Detached	D	AV	1	2016			504	90	10	21 x 24	1	AV	AV				21208	56	11880
<b>Components</b>																			
Code	Code Description						Units	Percentage %		Area	Other		Rank	Year					
Secure Storage Shed, Prefabricated	S	AV	1	2015			320	96	8	40 x 8	1	AV	AV				15229	7	1070
<b>Components</b>																			
Code	Code Description						Units	Percentage %		Area	Other		Rank	Year					
Residential Garage - Detached	P	AV	1	2024			2720	216	16	40 x 68	1	AV	AV				85381	87	74280
<b>Components</b>																			
Code	Code Description						Units	Percentage %		Area	Other		Rank	Year					

Agricultural Information

Agricultural Land

Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	1,000
Acres:	17.50	Well Depth:	Govt. Prgm:	Market Value:	44,350
Soil Unit:	4590	Acre Feet:	Base Rate:	57	
		Acre Feet/Ac:	Adjust Rate:	57	
Land Type:	Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value:	250



Acres:	3.30	Well Depth:		Govt. Prgm:		Market Value:	11,460
Soil Unit:	4671	Acre Feet:		Base Rate:	77		
		Acre Feet/Ac:		Adjust Rate:	77		
Land Type:	Native Grass - NG	Irrig. Type:		Adjust Code:		Use Value:	2,530
Acres:	25.80	Well Depth:		Govt. Prgm:		Market Value:	113,780
Soil Unit:	4744	Acre Feet:		Base Rate:	98		
		Acre Feet/Ac:		Adjust Rate:	98		
Land Type:	Native Grass - NG	Irrig. Type:		Adjust Code:		Use Value:	1,110
Acres:	11.30	Well Depth:		Govt. Prgm:		Market Value:	49,830
Soil Unit:	4746	Acre Feet:		Base Rate:	98		
		Acre Feet/Ac:		Adjust Rate:	98		
Land Type:	Native Grass - NG	Irrig. Type:		Adjust Code:		Use Value:	40
Acres:	0.40	Well Depth:		Govt. Prgm:		Market Value:	1,760
Soil Unit:	4783	Acre Feet:		Base Rate:	98		
		Acre Feet/Ac:		Adjust Rate:	98		
<b>Agricultural Land Summary</b>							
Native Grass - NG Acres: 58.30				Total Land Acres:	58.30		
				Total Land Use Value:	4.930		

[This parcel record was last updated on 8/26/2025 at 6 am.](#)

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Version: 3.0.0.07 : 01/16/2020

+ K-5 8/26/25

+ WS 8/26/25



**FRAUD ALERT**

**CALL BEFORE YOU WIRE FUNDS**

Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take two simple steps.

Obtain the phone number of your real estate agent and your escrow agent at your first meeting.

Call the known phone number to speak directly with your agent or escrow officer to confirm wire instructions PRIOR to wiring

**Beware that cyber stalking and fraud are always changing.**

Here is an example of a common type of fraud:

An email account (this could be agent's, escrow's, or consumer's email) is hacked. Hacker monitors the account, waiting for the time when consumer must wire funds. Agent, escrow, and consumer have no knowledge they are being monitored. Hacker, impersonating agent or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the agent or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker. Consumer wires the funds which are stolen by hacker with no recourse for consumer.

**Never wire funds without first calling the known phone number for agent or escrow and confirming the wire instructions. Do not rely upon e-mail communications.**

The best way to isolate yourself against this fraud is not to utilize electronic means to transfer money pertaining to a real estate transaction (i.e. ETF, wire transfer, electronic check, direct deposit, etc...)

The undersigned hereby acknowledge(s) receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold the Brokerages, their agents and the designated title company harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Authorized Email Address	Authorized Email Address
Authorized Phone Number	Authorized Phone Number
Consumer Signature & Date	Consumer Signature & Date

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>

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(REV 11/24)

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## 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.

Trevor Burford

Licensee

Kevin Dreiling

Supervising/branch broker

J.P. Weigand & Sons

Real estate company name approved by the commission

*K. Shahzade*  
Buyer/Seller Acknowledgement (not required) 9/20/25

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





## GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is  
2 entered into effective on the last date set forth below.

3 Groundwater contamination has been detected in several areas in and around Sedgwick County.  
4 Licensees do not have any expertise in evaluating environmental conditions.

5 The parties are proposing the sale and purchase of certain property, commonly known as:

6 10100 SW Diamond Rd, Augusta KS 67010

7 **The parties are advised to obtain expert advice in regard to any environmental concerns.**

8 **SELLER'S DISCLOSURE (please complete both a and b below)**

9 (a) Presence of groundwater contamination or other environmental concerns (initial one):

10 K.S. Seller has no knowledge of groundwater contamination or other environmental concerns;  
11 or

12 \_\_\_\_\_ Known groundwater contamination or other environmental concerns are:  
13  
14

15 (b) Records and reports in possession of Seller (initial one):

16 K.S. Seller has no reports or records pertaining to groundwater contamination or other  
17 environmental concerns; or

18 \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to  
19 groundwater contamination or other environmental concerns (list document below):  
20  
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

23 (c) K.S. Buyer has received copies of all information, if any, listed above. (initial)

24 **CERTIFICATION**

25 Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and  
26 accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that  
27 Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

28 K. Shahzada 8/26/25  
29 Seller Kamran Shahzada Date

Buyer \_\_\_\_\_ Date

30 N. Shahzada 8/26/25  
31 Seller Naghma Shahzada Date

Buyer \_\_\_\_\_ Date

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