

2748

Nov 7 1 01 PM '09 GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto THE KANSAS POWER AND LIGHT COMPANY, (Grantee), its successors, assigns and lessees the right and easement to erect, alter, reconstruct, operate and maintain under varying conditions of operation, renew, replace, relocate, and remove electric transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables and other equipment appurtenant thereto for the transmission and distribution of electric energy in, along, under, across and over certain lands owned by Grantor situated in Shawnee County, State of Kansas and

described as follows: A strip of land 50 feet wide located in the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 6, Township 12 South, Range 15 East of the 6th P.M., the boundaries of which are defined as 25 feet either side of the following described line: Beginning at a point on the East line of said property 42 feet North of the Southeast corner of said property, thence Westerly to a point on the West line of said property 42 feet North of the Southwest corner of said property,

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above. Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed on the said right of way without the prior written consent of the Grantee's Regional Vice President.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained 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 as to the facts.

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

WITNESS the hand of the Grantor this 27th day of October, 1908.

C. Lowell Sheets
C. Lowell Sheets

Irene K. Sheets
Irene K. Sheets


27548

INDIVIDUAL ACKNOWLEDGMENT

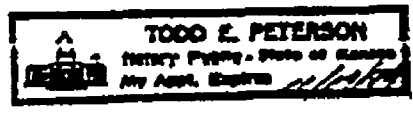
STATE OF Kansas)
) SS.
COUNTY OF Shawnee)

I, Todd E. Peterson, do hereby certify that G. Lowell Sheets and Irene K. Sheets his wife personally known to me to be the same person(s) whose name(s) is (or, are) subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 27th day of October, 19 88.


Notary Public
Todd E. Peterson

My Appointment Expires:
11/21/89



GRANT OF RIGHT OF WAY.

For and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations, paid to Clyde A. Sheets by The Kansas Power and Light Company, the receipt of which is hereby acknowledged, the undersigned, Clyde A. Sheets and Gertrude J. Sheets, his wife, do hereby grant, convey and warrant unto the said The Kansas Power and Light Company, its successors, assigns and licensees, the right and easement to erect, construct, operate and maintain under varying conditions of operation, renew and remove an electric substation, and the wood and steel poles and towers, anchors, guys, fences, foundations, crossarms, insulators, conductors, transmission and distribution lines, and other equipment appurtenant thereto, upon a tract owned by the Grantors situated in the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 12 South, Range 15 East of the 6th P.M., Shawnee County, Kansas, more particularly described as follows, to-wit:

Beginning at Southwest Corner of the Northwest Quarter of said Section 6, Township 12 South, Range 15 East, thence East along South line of said Northwest Quarter Section a distance of 325 feet, thence North parallel with the East line of said Section 6 a distance of 500 feet, thence West parallel with the South line of said Northwest Quarter Section a distance of 325 feet, thence South to the point of beginning,

together with any lands contiguous thereto now owned or hereafter acquired by Grantors affecting the right of way of said transmission and distribution lines, together with the right of ingress to and egress from such tract over such contiguous lands of Grantors for the erection, operation and maintenance of said electric substation and said electric transmission and distribution lines leading to and from said electric substation, and the right to erect a fence to enclose the whole tract or a portion of said tract, and the right to trim or remove brush, trees, logs, stumps, bums and other obstacles or any interfere with the safe, proper and efficient erection, reconstruction, operation and maintenance under varying conditions of operation, removal and removal of said electric substation and with

transmission and distribution lines, or any part thereof.

Grantee, The Kansas Power and Light Company, shall repair any damage to property of Grantors, or pay any substantial damage which may be caused to property of Grantors by the erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said electric substation and said transmission and distribution lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each Grantor and Grantee, their heirs, successors, assigns or lessees, and the third by the two so-selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

Subject to the foregoing this grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNES the hand and seal of the Grantors this 18 day of February 1956.



Clyde A. Sheets
Clyde A. Sheets
Grantor

Gertrude J. Sheets
Gertrude J. Sheets
Grantor

STATE OF KANSAS }
COUNTY OF SHARPE } 31.

I, Clarence King, Jr., do hereby certify that Clyde A. Sheets and Gertrude J. Sheets, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 18 day of February 1956.

My Commission Expires
Dec 1, 1958

Clarence King, Jr.
Notary Public
(Clarence King, Jr.)

STATE OF KANSAS
SHAWNEE COUNTY
RECEIVED FOR RECORD

FILED MAR 2 1958 9:32 AM

REGISTER OF DEEDS
ELBURN M. BEAL

BY *lop*

*Howie Robinson (op. Co.)
165 East Main - 102*

22000 7/1

STATE OF KANSAS
COUNTY OF OSAGE

27547

Nov 7 1 00 PM '83

NOT
REC'D

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey, and warrant unto THE KANSAS POWER AND LIGHT COMPANY, (Grantee), its successors, assigns and lessees the right and easement to erect, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy in, along, under, across and over certain lands owned by Grantor situated in SHAWNEE County, State of KANSAS and described as follows;

A strip of land located in the Northwest Quarter (NWA) of Section 6, Township 12 South, Range 15 East of the 6th P.M., the boundaries of said strip are more particularly defined by points A through D in EXHIBIT A attached hereto and made a part hereof.

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above. Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. All logs, limbs, and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed on the said right of way without the prior written consent of the Grantee's Regional Vice President.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained 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 as to the facts.

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

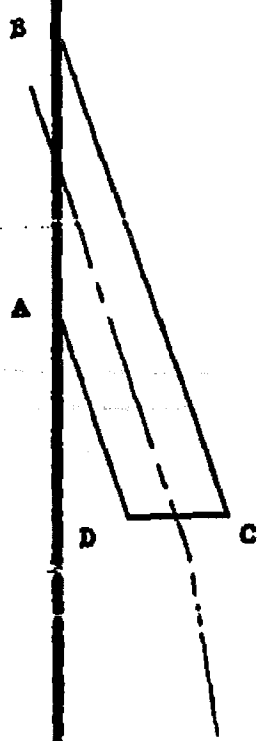
Witness the hand of the Grantor(s) this 27th day of October 1983.

C. Lowell Sheets
C. Lowell Sheets

Irene K. Sheets
Irene K. Sheets

Proj-87-64
WO-1783
RA-5815
Ret

27547



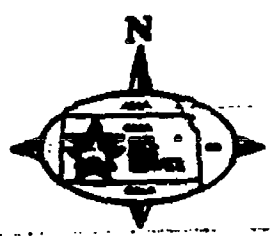
A= 715' N of SW Cor. NW $\frac{1}{4}$ Sec. 6
 B= 1033' N of SW Cor. NW $\frac{1}{4}$ Sec. 6
 C= 500' N & 176' E of SW Cor. NW $\frac{1}{4}$ Sec. 6
 D= 500' N & 71' E of SW Cor. NW $\frac{1}{4}$ Sec. 6

Exhibit A


SW Cor. NW $\frac{1}{4}$ Sec. 6

Description The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 6

Township 12-S Range 15-E County Shawnee



4			
3			
2			
1			
REV	DESCRIPTION	DATE	BY
1			
DATE:	6/26/89	SCALE:	1"=200'
		PLAT. NO.	1783



THE KANSAS POWER AND LIGHT COMPANY
 818 KANSAS AVE. P.O. BOX 889
 TOPEKA, KANSAS 66601

TRANSMISSION LINE EASEMENT		SN-1
NORTH OF INDIAN HILLS SUB		1 OF 1

27547

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Kansas)
) SS.
COUNTY OF Shawnee)

I, Todd E. Peterson, do hereby certify that C. Lowell Sheets and Irene K. Sheets his wife, personally known to me to be the same person(s) whose name(s) is (or are) subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 27th day of October, 19 88.



Notary Public
Todd E. Peterson

My Appointment Expires:

11/12/89

