



Douglas County Register of Deeds
Book: 1108 Page: 5283-5285

Receipt #: 450118
Pages Recorded: 3
Cashier Initials: rec

Recording Fee: \$16.00
Authorized By *Ray Pearson*

Date Recorded: 11/8/2013 8:59:17 AM



Entered in Transfer Record in my office this
11th day of Nov. A.D. 20 13
[Signature] County Clerk
ms

31-12-1998

Douglas County Tr.4 10-23 KA-1826-01 03-27-13 Job No.3350 Page 1 of 3
NO SALES VALIDATION REQUIRED
KSA 79-1437e (a) (13)

GENERAL WARRANTY DEED

THIS DEED, Made this 18th day of September, 2013, between

The James R. Topping Revocable Trust dtd. 10/22/96 and
The Barbara R. Topping Revocable Trust dtd. 10/22/96,

of Douglas County, in the State of Kansas, of the first part, and

The Secretary of Transportation of the State of Kansas

of Shawnee County, in the State of Kansas, of the second part,

WITNESSETH, That parties of the first part, in consideration of the sum of

One Dollar and Other Valuable Considerations and 00/100 Dollars,

the receipt of which is hereby acknowledged, do by these presents convey and warrant unto said party of the second part, it's successors and assigns, all the following-described REAL ESTATE situated in the County of Douglas and the State of Kansas, to wit:

SEE EXHIBIT A

MAIL

KDOT
706 SW Harrison 14th Fl.
Topeka, KS 66603-3745

Douglas County Tr.4 10-23 KA-1826-01 03-27-13 Job No.3350 Page 2 of 3

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And parties of the first part, for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree to and with party of the second part that at delivery of these presents they are lawfully seized in their 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 unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature of kind soever, except:

none

and that they will warrant and forever defend the same unto party of the second part, it's successors and assigns, against parties of the first part, themselves, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, parties of the first part have hereunto subscribed their names, the day and year first above written.

The James R. Topping Revocable Trust dtd. 10/22/96

James R. Topping TTE
James R. Topping, Trustee

The Barbara R. Topping Revocable Trust dtd. 10/22/96

Barbara R. Topping TTE
Barbara R. Topping, Trustee

Rev. 3-01 81977 J54 11-81

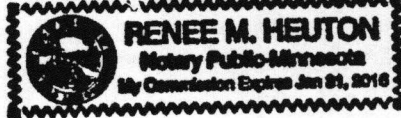
STATE OF ~~KANSAS~~ ^{Minnesota} Hennepin COUNTY, ss.
BE IT REMEMBERED, That on this 18th day of September, 2013,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

James R. Topping, Trustee of The James R. Topping Revocable Trust dtd. 10/22/96.

who is personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.



Renee M. Heuton
Renee M. Heuton, Notary Public
My appointment expires 1-31-2016

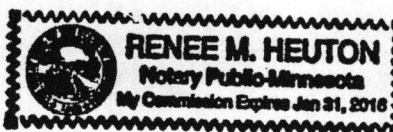
STATE OF ~~KANSAS~~ ^{Minnesota} Hennepin COUNTY, ss.
BE IT REMEMBERED, That on this 18th day of September, 2013,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Barbara R. Topping, Trustee of The Barbara R. Topping Revocable Trust dtd. 10/22/96

who is personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.



Renee M. Heuton
Renee M. Heuton, Notary Public
My appointment expires 1-31-2016

EXHIBIT A

A tract of land in the Southeast Quarter of Section 31, Township 12 South, Range 19 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 88 degrees 09 minutes 11 seconds West, 388.74 feet along the South line of said Quarter Section; SECOND COURSE, thence North 00 degrees 32 minutes 24 seconds West, 62.44 feet to the Westerly right of way line of the existing highway; THIRD COURSE, thence continuing North 00 degrees 32 minutes 24 seconds West, 441.28 feet along said right of way line; FOURTH COURSE, thence North 15 degrees 07 minutes 24 seconds West, 239.89 feet along said right of way line; FIFTH COURSE, thence North 72 degrees 18 minutes 58 seconds West, 212.36 feet; SIXTH COURSE, thence North 74 degrees 25 minutes 55 seconds West, 190.49 feet; SEVENTH COURSE, thence South 69 degrees 57 minutes 34 seconds West, 345.12 feet; EIGHTH COURSE, thence South 40 degrees 03 minutes 40 seconds West, 264.69 feet; NINTH COURSE, thence South 24 degrees 22 minutes 33 seconds West, 459.73 feet; TENTH COURSE, thence South 69 degrees 33 minutes 51 seconds East, 303.08 feet to the Northerly right of way line of an existing public road; ELEVENTH COURSE, thence South 01 degree 50 minutes 49 seconds East, 33.00 feet to the South line of said Quarter Section; TWELFTH COURSE, thence South 88 degrees 09 minutes 11 seconds West, 777.11 feet along said South line to the Southeast corner of a tract of land described in a deed recorded in Book 604, Page 1460 in the Register of Deeds Office, Douglas County, Kansas; THIRTEENTH COURSE, thence North 02 degrees 21 minutes 31 seconds West, 657.12 feet along the East line of said tract of land to the Northeast corner of said tract of land; FOURTEENTH COURSE, thence North 54 degrees 47 minutes 23 seconds East, 416.66 feet; FIFTEENTH COURSE, thence North 66 degrees 44 minutes 28 seconds East, 800.00 feet; SIXTEENTH COURSE, thence North 50 degrees 02 minutes 31 seconds East, 208.81 feet; SEVENTEENTH COURSE, thence North 66 degrees 44 minutes 28 seconds East, 100.00 feet; EIGHTEENTH COURSE, thence North 77 degrees 35 minutes 30 seconds East, 342.24 feet to said Westerly right of way line of the existing highway; NINETEENTH COURSE, thence North 29 degrees 02 minutes 01 second East, 419.86 feet along said Westerly right of way line; TWENTIETH COURSE, thence North 22 degrees 56 minutes 29 seconds East, 166.40 feet along said Westerly right of way line; TWENTY-FIRST COURSE, thence North 02 degrees 40 minutes 28 second West, 522.90 feet along said Westerly right of way line to the North line of a tract of land described in a deed recorded in Book 565, Page 1702 in the Register of Deeds Office, Douglas County, Kansas; TWENTY-SECOND COURSE, thence North 87 degrees 32 minutes 13 seconds East, 25.00 feet to the East line of said Quarter Section; TWENTY-THIRD COURSE, thence South 02 degrees 40 minutes 28 seconds East, 2441.17 feet along said East line to the POINT OF BEGINNING. The above described tract contains 37.11 acres, which includes 15.97 acres of existing right of way, resulting in an acquisition of 21.14 acres, more or less.

This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access to said highway, appurtenant to the grantor, his property; except and reserving, however, to the grantor, his heirs and assigns, the right of access to the highway over and across the following described courses: ALL of said NINTH, TENTH, FOURTEENTH, FIFTEENTH, SIXTEENTH, SEVENTEENTH, EIGHTEENTH, NINETEENTH, TWENTIETH, and TWENTY-FIRST COURSE.

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.



Douglas County Register of Deeds
Book: 1108 Page: 5283-5285

Receipt #: 450118
Pages Recorded: 3
Cashier Initials: rec

Recording Fee: \$16.00
Authorized By *Ray Penell*

Date Recorded: 11/8/2013 8:59:17 AM



Entered in Transfer Record in my office this
11th day of Nov. A.D. 20 13
[Signature] County Clerk

31-12-1938

Douglas County Tr.4 10-23 KA-1826-01 03-27-13 Job No.3350 Page 1 of 3
NO SALES VALIDATION REQUIRED
KSA 79-1437e (a) (13)

GENERAL WARRANTY DEED

THIS DEED, Made this 18th day of September, 2013, between

The James R. Topping Revocable Trust dtd. 10/22/96 and
The Barbara R. Topping Revocable Trust dtd. 10/22/96,

of Douglas County, in the State of Kansas, of the first part, and

The Secretary of Transportation of the State of Kansas

of Shawnee County, in the State of Kansas, of the second part,

WITNESSETH, That parties of the first part, in consideration of the sum of

One Dollar and Other Valuable Considerations and 00/100 Dollars,

the receipt of which is hereby acknowledged, do by these presents convey and warrant unto said party of the second part, it's successors and assigns, all the following-described REAL ESTATE situated in the County of Douglas and the State of Kansas, to wit:

SEE EXHIBIT A

MAIL

KDOT

706 SW Harrison 14th Fl.

Topeka, KS 66603-3745

Douglas County

Tr.4

10-23 KA-1826-01

03-27-13

Job No.3350

Page 2 of 3

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And parties of the first part, for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree to and with party of the second part that at delivery of these presents they are lawfully seized in their 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 unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature of kind soever, except:

none

and that they will warrant and forever defend the same unto party of the second part, it's successors and assigns, against parties of the first part, themselves, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, parties of the first part have hereunto subscribed their names, the day and year first above written.

The James R. Topping Revocable Trust dtd. 10/22/96

James R. Topping TTE
James R. Topping, Trustee

The Barbara R. Topping Revocable Trust dtd. 10/22/96

Barbara R. Topping TTE
Barbara R. Topping, Trustee

Rev. 3-01 81977 JAM 11-01

STATE OF MINNESOTA, Hennepin COUNTY, ss.

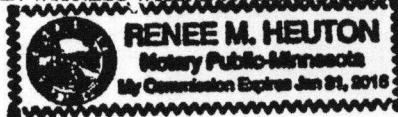
BE IT REMEMBERED, That on this 18th day of September, 2013,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

James R. Topping, Trustee of The James R. Topping Revocable Trust dtd. 10/22/96,

who is personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.



Renee M. Heuton
Renee M. Heuton, Notary Public
My appointment expires 1-31-2016

STATE OF MINNESOTA, Hennepin COUNTY, ss.

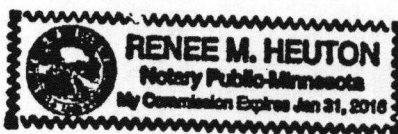
BE IT REMEMBERED, That on this 18th day of September, 2013,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Barbara R. Topping, Trustee of The Barbara R. Topping Revocable Trust dtd. 10/22/96

who is personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.



Renee M. Heuton
Renee M. Heuton, Notary Public
My appointment expires 1-31-2016

EXHIBIT A

A tract of land in the Southeast Quarter of Section 31, Township 12 South, Range 19 East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 88 degrees 09 minutes 11 seconds West, 388.74 feet along the South line of said Quarter Section; SECOND COURSE, thence North 00 degrees 32 minutes 24 seconds West, 62.44 feet to the Westerly right of way line of the existing highway; THIRD COURSE, thence continuing North 00 degrees 32 minutes 24 seconds West, 441.28 feet along said right of way line; FOURTH COURSE, thence North 15 degrees 07 minutes 24 seconds West, 239.89 feet along said right of way line; FIFTH COURSE, thence North 72 degrees 18 minutes 58 seconds West, 212.36 feet; SIXTH COURSE, thence North 74 degrees 25 minutes 55 seconds West, 190.49 feet; SEVENTH COURSE, thence South 69 degrees 57 minutes 34 seconds West, 345.12 feet; EIGHTH COURSE, thence South 40 degrees 03 minutes 40 seconds West, 264.69 feet; NINTH COURSE, thence South 24 degrees 22 minutes 33 seconds West, 459.73 feet; TENTH COURSE, thence South 69 degrees 33 minutes 51 seconds East, 303.08 feet to the Northerly right of way line of an existing public road; ELEVENTH COURSE, thence South 01 degree 50 minutes 49 seconds East, 33.00 feet to the South line of said Quarter Section; TWELFTH COURSE, thence South 88 degrees 09 minutes 11 seconds West, 777.11 feet along said South line to the Southeast corner of a tract of land described in a deed recorded in Book 604, Page 1460 in the Register of Deeds Office, Douglas County, Kansas; THIRTEENTH COURSE, thence North 02 degrees 21 minutes 31 seconds West, 657.12 feet along the East line of said tract of land to the Northeast corner of said tract of land; FOURTEENTH COURSE, thence North 54 degrees 47 minutes 23 seconds East, 416.66 feet; FIFTEENTH COURSE, thence North 66 degrees 44 minutes 28 seconds East, 800.00 feet; SIXTEENTH COURSE, thence North 50 degrees 02 minutes 31 seconds East, 208.81 feet; SEVENTEENTH COURSE, thence North 66 degrees 44 minutes 28 seconds East, 100.00 feet; EIGHTEENTH COURSE, thence North 77 degrees 35 minutes 30 seconds East, 342.24 feet to said Westerly right of way line of the existing highway; NINETEENTH COURSE, thence North 29 degrees 02 minutes 01 second East, 419.86 feet along said Westerly right of way line; TWENTIETH COURSE, thence North 22 degrees 56 minutes 29 seconds East, 166.40 feet along said Westerly right of way line; TWENTY-FIRST COURSE, thence North 02 degrees 40 minutes 28 second West, 522.90 feet along said Westerly right of way line to the North line of a tract of land described in a deed recorded in Book 565, Page 1702 in the Register of Deeds Office, Douglas County, Kansas; TWENTY-SECOND COURSE, thence North 87 degrees 32 minutes 13 seconds East, 25.00 feet to the East line of said Quarter Section; TWENTY-THIRD COURSE, thence South 02 degrees 40 minutes 28 seconds East, 2441.17 feet along said East line to the POINT OF BEGINNING. The above described tract contains 37.11 acres, which includes 15.97 acres of existing right of way, resulting in an acquisition of 21.14 acres, more or less.

This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access to said highway, appurtenant to the grantor, his property; except and reserving, however, to the grantor, his heirs and assigns, the right of access to the highway over and across the following described courses: ALL of said NINTH, TENTH, FOURTEENTH, FIFTEENTH, SIXTEENTH, SEVENTEENTH, EIGHTEENTH, NINETEENTH, TWENTIETH, and TWENTY-FIRST COURSE.

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

133358

Entered in Transfer Record in my office this
 1st day of April, A.D., 1998
Scott Stockwell County Clerk

This 12th day of March, 1998.

The Sarah M. McClure Living Trust, created under Trust Agreement, dated June 12, 1996, as amended January 22, 1998 and February 11, 1998; and

The Max McClure Living Trust, created under Trust Agreement, dated June 12, 1996, as amended January 22, 1998 and February 11, 1998

QUIT CLAIM to

McClure Properties, L.L.C.

all the following describe REAL ESTATE in the County of
 and the state of Kansas, to wit:

Five hundred sixty (570) acres, more or less, owned by the Max McClure Living Trust, and the Sarah M. McClure Living Trust in Sections 13 and 14 of Range 18 East and Township 12 South, more specifically described as follows:

1. The Northwest Quarter of Section 13, Township 12 South, Range 18, Douglas County, Kansas.
2. The East Half of the Southwest Quarter of Section 13, Township 12 South, Range 18, Douglas County, Kansas.
3. The Northeast Quarter of Section 14, Township 12 South, Range 18, Douglas County, Kansas.
4. The East Half of the Northwest Quarter of Section 14, Township 12 South, Range 18, Douglas County, Kansas.
5. A parcel of land contained in the West Half of the Northwest Quarter of Section 14, Township 12 South, Range 18, Douglas County, Kansas, which tract is a strip of land contiguous with the West boundary of Tract 4, above, and which tract constitutes access to the LeCompton Road, and which may be purchased as part of either Tracts 13 or 14, as described in the Agreement.
6. West Half of the Southeast Quarter of Section 14, Township 12 South, Range 18, Douglas County, Kansas.
7. The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 31, Township 12 South, Range 19 East, in Douglas County, Kansas.

for \$1.00 and other consideration.

EXCEPT AND SUBJECT TO: Easements of Record

Dated March 10, 1998

STATE OF KANSAS, DOUGLAS COUNTY, ss

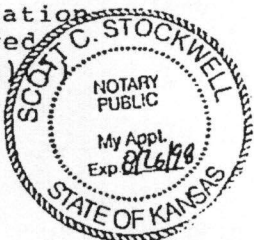
BE IT REMEMBERED, That on this 10th day of March, A.D. 1998, before me, the undersigned, a notary in and for the County and State aforesaid, came, Max McClure, Trustee of the Max McClure Living Trust dated June 12, 1996 and as amended January 22, 1998 and February 11, 1998, and Sarah M. McClure, Trustee of the Sarah M. McClure Living Trust dated June 12, 1996 and as amended January 22, 1998, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Scott C. Stockwell

Notary Public

Term Expires 8/26/98
 Real estate sales validation
 questionnaire not required
 pursuant KSA 6801437e(a)
 for transfer to a trust
 without consideration.



NU. 133358

INDEX

NUMERICAL INDEX

13-12-18 NW & SW
 14-12-18 NE, NW & SE
 31-12-19 SE

Max M. McClure
 The Max McClure Living Trust dated June 12, 1996 and as amended January 22, 1998 and February 11, 1998, by Max McClure, Trustee

Sarah M. McClure
 The Sarah M. McClure Living Trust dated June 12, 1996 and as amended January 22, 1998, by Sarah M. McClure, Trustee

STATE OF Kansas ss.
Douglas County.
 This instrument was filed for record on the
31st day of March, A.D., 1998,
 at 2:00 o'clock P. M., and duly recorded
 in book 604 of
 at page 1460
Steve Hensley
 Register of Deeds
Patty Coyne
 Deputy
 Fees, \$ 6.00

Scott Stockwell

1311 Wakarusa Dr Ste 2100
 Law, KS 66049-3830

BOOK 604 PAGE 1460

31-12-19 SE

Douglas County Register of Deeds

Book: 1110 Page: 4432-4433

Receipt #: 452319
Pages Recorded: 2
Cashier Initials: rec

Recording Fee: \$12.00
Authorized By: Kay Pionell

Date Recorded: 1/28/2014 8:43:18 AM



Entered in Transfer Record in my office this

29th day of Jan, A.D. 20 14

County Clerk

Douglas County

Tr.5

10-23 KA-1826-01

10-12-12

Job No.3350

Page 1 of 2

NO SALES VALIDATION REQUIRED

KSA 79-1437e (a) (13)

GENERAL WARRANTY DEED

THIS DEED, Made this 18th day of November, 2013, between

The Sarah M. McClure Glover Revocable Trust dated 6/12/1996 as amended and restated 1/22/1998 and 6/18/2007

of Douglas County, in the State of Kansas, of the first part, and

The Secretary of Transportation of the State of Kansas

of Shawnee County, in the State of Kansas, of the second part,

WITNESSETH, That party of the first part, in consideration of the sum of

One Dollar and Other Valuable Considerations and 00/100 Dollars,

the receipt of which is hereby acknowledged, does by these presents convey and warrant unto said party of the second part, it's successors and assigns, all the following-described REAL ESTATE situated in the County of Douglas and the State of Kansas, to wit:

A tract of land in the Southeast Quarter of Section 31, Township 12 South, Range 19 East of the 6th P.M., described as follows: BEGINNING at the Southwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 02 degrees 15 minutes 08 seconds West, 33.00 feet along the West line of said Quarter Section to the Northerly right of way line of an existing public road; SECOND COURSE, thence North 88 degrees 09 minutes 11 seconds East, 8.95 feet along said Northerly right of way line; THIRD COURSE, thence North 44 degrees 37 minutes 15 seconds East, 82.76 feet; FOURTH COURSE, thence North 87 degrees 15 minutes 26 seconds East, 491.69 feet; FIFTH COURSE, thence North 68 degrees 51 minutes 37 seconds East, 117.96 feet to the East line of a tract of land described in a deed recorded in Book 604, Page 1460 in the Register of Deeds Office, Douglas County, Kansas; SIXTH COURSE, thence South 02 degrees 21 minutes 31 seconds East, 136.67 feet along said East line to the Southeast corner of said tract of land and the South line of said Quarter Section; SEVENTH COURSE, thence South 88 degrees 09 minutes 11 seconds West, 672.90 feet along said South line to the POINT OF BEGINNING. The above described tract contains 1.45 acre, which includes 0.51 acre of existing right of way, resulting in an acquisition of 0.94 acre, more or less.

Env:

KDot
700 SW Harrison St. 14th Fl
Topeka, KS 66603-3745

Douglas County Tr.5 10-23 KA-1826-01 10-12-12 Job No.3350 Page 2 of 2

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And party of the first part, for itself, its heirs, executors and administrators, do hereby covenant, promise and agree to and with party of the second part that at delivery of these presents it is lawfully seized in its 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 unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature of kind soever, except:

none

and that it will warrant and forever defend the same unto party of the second part, its successors and assigns, against party of the first part, itself, its heirs and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, party of the first part has hereunto subscribed its name, the day and year first above written.

The Sarah M. McClure Glover Revocable Trust dated 6/12/1996 as amended and restated 1/22/1998 and 6/18/2007

Sarah M. McClure, Trustee
Sarah M. McClure Glover, Trustee

Rev. 3-01 81977 JM 11-31

STATE OF KANSAS, DOUGLAS COUNTY, ss.

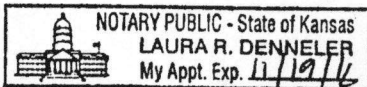
BE IT REMEMBERED, That on this 18th day of November 2013,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Sarah M. McClure Glover, Trustee of The Sarah M. McClure Glover Revocable Trust dated 6/12/1996 as amended and restated 1/22/1998 and 6/18/2007

who is personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.



Laura R. Denneker, Notary Public
My appointment expires 11/19/16

STATE OF _____, _____ COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____ 20____,

before me, the undersigned, a _____ in and for the County and State aforesaid, came

who _____ personally known to me to be the same person _____ who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

My appointment expires _____ Notary Public

107212

TRUSTEE'S DEED

JAMES R. TOPPING and BARBARA R. TOPPING as Co-Trustees
of the James R and Barbara R Topping Trusts under Trusts dated February 18, 1992

CONVEY and WARRANT TO

JAMES R. TOPPING, Trustee of the James R Topping Revocable Trust Declaration
dated October 22, 1996

THE FOLLOWING-DESCRIBED REAL ESTATE LOCATED IN
Douglas County, Kansas

An undivided three-eighths (3/8) interest in the following land:

The Northeast 1/4 of the Northwest 1/4 of the Southwest fractional 1/4 Section 31,
Township 12, Range 19, Douglas County, Kansas, containing 10 13 acres, more or less;
AND

The West 1/4 of the Northeast 1/4 of the Southwest fractional 1/4 of Section 31,
Township 12, Range 19, Douglas County, Kansas, containing 9 90 acres, more or less,
AND

The East three-fourths (3/4) of the Northeast one-fourth (NE 1/4) of the Southwest
fractional one-fourth (SW fr 1/4) of Section 31, Township 12, Range 19, Douglas County,
Kansas, containing 29 73 acres more or less,
AND

The South 1/2 of the Southeast 1/4 of Section 31, Township 12, Range 19, Douglas
County, Kansas, less the Southwest 1/4 of the Southwest 1/4 of said Southeast 1/4, and
also less 2 86 acres (deed of easement to U S A) Book, 279, Pages 721-722, containing
68 29 acres, more or less, subject to road rights of way of record,
AND

The South One-half (S 1/2) of the Northwest One-quarter (NW 1/4) of the Southwest One-
quarter (SW 1/4) of Section Thirty-one (31), Township Twelve (12), Range Nineteen (19),
AND

Commencing at the Northeast corner of the Southeast Quarter (SE 1/4) of Section 31,
Township 12 South, Range 19 East of the Sixth Principal Meridian, thence S 00°00'40" E
along the East line of the Southeast Quarter (SE 1/4) of said Section 31, 209 04 feet for a
point of beginning, thence N 89°47'40" W 1021 09 feet, thence S 00°09'41" W 213 30
feet, thence S 89°47'40" E 1021 73 feet to the East line of the Southeast Quarter (SE 1/4) of
said Section 31, thence N 00°00'40" W along the East line of the Southeast Quarter
(SE 1/4) of said Section 31, 213 30 feet to the point of beginning, containing 5 00 acres,
more or less, all in Douglas County, Kansas,
AND

Commencing at the Northeast corner of the Southeast Quarter (SE 1/4) of Section 31,
Township 12 South, Range 19 East of the Sixth Principal Meridian, thence S 00°00'40" E
along the East line of the Southeast Quarter (SE 1/4) of said Section 31, 422 34 feet for the
point of beginning, thence N 89°47'40" W 1021 73 feet, thence S 00°09'41" W 474 59
feet, thence N 89°29'14" W 1654 97 feet to the West line of the Southeast Quarter (SE 1/4)
of said Section 31, thence S 00°25'29" W along the West line of the Southeast Quarter

have uau. skg topping d2

BOOK 565 PAGE 1702

tevens 11 brand

(SE¹/₄) of said Section 31, 422 64 feet to the Southwest corner of the North One-half (N¹/₂) of the Southeast Quarter (SE¹/₄) of said Section 31, thence S 89°29'14" E along the South line of the North One-half (N¹/₂) of the Southeast Quarter (SE¹/₄) of said Section 31, thence S 89°29'14" E along the South line of the North One-half (N¹/₂) of the Southeast Quarter (SE¹/₄) of said Section 31, 2681 38 feet to the Southeast corner of the North one-half (N¹/₂) of the Southeast Quarter (SE¹/₄) of said Section 31, thence N 00°00'40" W along the East line of the Southeast Quarter (SE¹/₄) of said Section 31, 902 74 feet to the point of beginning containing 37 206 acres, more or less all in Douglas County, Kansas, LESS the following tract

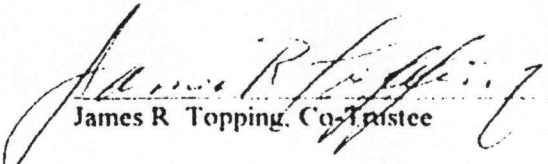
A tract of land in the Southeast Quarter of Section 31, Township 12 South, Range 19 East of the 6th P.M., described as follows. Beginning at a point on the East line, 209 04 feet South of the Northeast Corner of said Quarter Section, said East line having an assumed bearing of South 02 degrees 40' 19" East, thence South 87 degrees 32' 41" West, 25 00 feet to the West right of way line of a public highway, THENCE SOUTH 02 DEGREES 40' 19" EAST, 522 87 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTH 22 DEGREES 57' 13" WEST, 166 43 FEET, THENCE SOUTH 29 DEGREES 02' 06" WEST, 698 91 FEET, THENCE SOUTH 01 DEGREE 49' 30" EAST, 222 52 FEET, THENCE SOUTH 15 DEGREES 07' 19" EAST, 452 90 FEET, THENCE SOUTH 00 DEGREES 32' 23" EAST, 441 20 FEET, THENCE SOUTH 49 DEGREES 08' 37" WEST, 46 77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A PUBLIC ROAD, thence South 01 degree 50' 49" East, 33 00 feet to a point on the South line, 423 66 feet West of the Southeast Corner of said Quarter Section, thence North 88 degrees 09' 11" East along said South line to the Southeast corner of said Quarter Section, thence North 02 degrees 40' 19" West, 2441 18 feet along the East line of said Quarter Section to the point of beginning. The above contains 11 96 acres, more or less, exclusive of existing public highway. This conveyance is made for the purpose of a controlled access highway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights of access to said highway, appurtenant to Grantors remaining property, except and reserving, however, to the Grantor, his heirs and assigns, the right of access to a frontage road which will be connected to the highway only at such points as may be established by public authority.

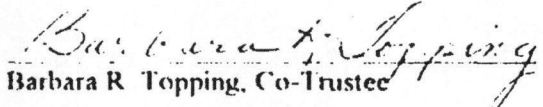
SUBJECT TO: Easements, restrictions and reservations of record, if any

FOR THE SUM OF: One dollar (\$1 00) and other good and valuable consideration

Pursuant to K.S.A. 70-1437, a real estate validation questionnaire is not required due to Exception No. 7

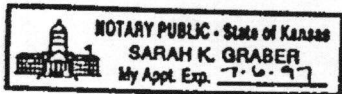
DATED: October 22, 1996


James R. Topping, Co-Trustee


Barbara R. Topping, Co-Trustee

STATE OF KANSAS, COUNTY OF DOUGLAS) ss

The foregoing Warranty Deed was acknowledged before me this 22 day of October, 1996, by **James R. Topping and Barbara R. Topping** as Co-Trustees of the James R and Barbara R Topping Trusts under Trusts dated February 18, 1992



Sarah K. Graber
Notary Public

My appointment expires

7-6-97

107212

INDEX

ERICAL INDEX

31-12-19 sw 4 Trs
31-12-19 SE 3 Trs

State of Kansas, Douglas County, SS.	
Filed and Entered in Vol. <u>565</u>	
Page <u>1702</u>	at <u>10:57</u> o'clock <u>A.</u> M.
1704	
OCT 24 1996	
<i>Don Newstetter</i>	
By _____	Register of Deeds Deputy

1000ck

entered in Transfer Record in my office this
25th day of Oct., A.D. 19 96
Patty James County Clerk
msw

66827

NO SALES VALIDATION REQUIRED

KSA 79-1437e (a) (13)

Hall Litho. Co., Inc., Topeka

CORPORATION DEED-Quitclaim

P-471-2 Rev. 67

NO. 66827
DEED-QUITCLAIMINDEX
NUMERICAL INDEX FROM32-12-195W
TOEntered in Transfer Record in
my office, this 20th day of
May 1994
Patty James
County ClerkSTATE OF KANSAS,
Douglas County, } ss.This instrument was filed for record on the
19th day of May
1994, at 3:50 o'clock P. M.
and duly recorded in Book 515 of Deeds,
at page 1684-1685

By _____ Deputy.

FEES.

Register of Deeds, for recording, \$
County Clerk, for transfer, \$
Total, \$ 8.00THIS INDENTURE, MADE THIS 13th day of May
1994, between
Alvamar, Inc.a corporation duly incorporated and existing under the laws of the State of
Kansas, and having its principal place of business at
4720 Clinton Parkway, Lawrence
in the State of Kansas, of the first part, andThe Secretary of the Kansas Department of
Transportation

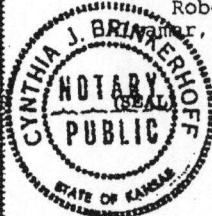
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the
sum ofOne and other valuable consideration and no Dollars
100the receipt whereof is hereby acknowledged, does by these presents convey
and quit claim unto said party of the second part, its successors
and assigns, all the following described real estate, situated in the County of
Douglas, State of Kansas, together with the appur-
tenances and all the estate, title and interest of said party of the first part
therein, to wit;

SEE ATTACHED LEGAL DESCRIPTION

TO HAVE AND TO HOLD all and singular the above-described premises unto said party of the second part,
heirs and assigns, forever.IN WITNESS WHEREOF, said party of the first part
has caused this Deed to be signed on its behalf by its
President, thereunto duly authorized so to do, and has caused
its corporate seal to be hereunto affixed on the day and year
first above written.

ALVAMAR, INC.

By Robert G. Billings
Robert G. Billings PresidentSTATE OF KANSAS, DOUGLAS COUNTY, as
BE IT REMEMBERED, That on this 13th day of May, 1994, before me the
undersigned, a Notary Public in and for the County and State aforesaid, came
Robert G. Billings, President of
Alvamar, Inc.a corporation duly incorporated and existing under the laws of the state of Kansas
who is personally known to me to be the same person who executed, as such officer, the foregoing
instrument of writing on behalf of said corporation, and such person duly acknowledged the execu-
tion of the same to be the act and deed of said corporation.IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year last above mentioned.Cynthia J. Brinkhoff
Notary Public.
Term Expires January 11, 1998

615-1654

ALVAMAR, INC.

18

DOUGLAS COUNTY
10-23 K-3359-01
MAY 13, 1993

(a) A PERMANENT EASEMENT for controlled access highway right of way and removal of borrow material over and upon a tract of land in the Southwest Quarter of Section 32, Township 12 South, Range 19 East of the 6th P.M., described as follows: Beginning at the Southwest Corner of said Quarter Section; First Course, thence on an assumed bearing of North 02 degrees 40 minutes 19 seconds West, 993.82 feet along the West line to the Northwest Corner of the South 60 acres of said Quarter Section; Second Course, thence North 88 degrees 01 minutes 18 seconds East, 1156.41 feet along the North line of the South 60 acres of said Quarter Section; THIRD COURSE, thence South 01 degree 58 minutes 42 seconds East, 50.00 feet; FOURTH COURSE, thence South 72 degrees 49 minutes 35 seconds West, 419.67 feet; FIFTH COURSE, thence South 08 degrees 23 minutes 34 seconds West, 138.47 feet; SIXTH COURSE, thence South 31 degrees 53 minutes 27 seconds West, 472.97 feet; SEVENTH COURSE, thence South 24 degrees 18 minutes 51 seconds West, 269.26 feet; EIGHTH COURSE, thence South 72 degrees 10 minutes 24 seconds East, 91.02 feet to a point on the North right of way line of a public road; Ninth Course, thence South 01 degree 55 minutes 18 seconds East, 33.00 feet to a point on the South line, 417.20 feet East of the Southwest Corner of said Quarter Section; Tenth Course, thence South 88 degrees 04 minutes 42 seconds West along said South line to the point of beginning. The above contains 10.63 acres, more or less exclusive of existing public highway. Lands abutting said highway shall have no right or easement of access thereto, provided, however, that the remaining lands shall abut upon and have access to a frontage road over and across the following described courses: All of said 'THIRD', 'FIFTH', 'SIXTH', 'SEVENTH' AND 'EIGHTH' COURSES, ALSO, beginning at the beginning of said 'FOURTH' Course and extending South 72 degrees 49 minutes 35 seconds West, 326.41 feet. This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property; except and reserving, however, to the grantor, his heirs and assigns, the right of access to a frontage road over and across the following described courses: All of said 'THIRD', 'FIFTH', 'SIXTH', 'SEVENTH' AND EIGHTH COURSES, ALSO, beginning at the beginning of said 'FOURTH' Course and extending South 72 degrees, 49 minutes, 35 seconds West, 326.41 feet. Said frontage road will be connected to the highway only at such points as may be established by public authority.

(b) A TEMPORARY EASEMENT for the construction of a channel change and the removal of borrow material over and upon a tract of land in the Southwest Quarter of Section 32, Township 12 South, Range 19 East of the 6th P.M., described as follows: Beginning at a point on the East right of way line of the proposed highway which point is North 53 degrees 57 minutes 32 seconds East, 544.24 feet from the Southwest Corner of said Quarter Section, the West line of said Quarter Section having an assumed bearing of North 02 degrees 40 minutes 19 seconds West; thence North 31 degrees 53 minutes 27 seconds East, 166.49 feet along said right of way line; thence South 17 degrees 23 minutes 11 seconds East, 102.24 feet; thence South 25 degrees 43 minutes 05 seconds West, 59.72 feet; thence North 83 degrees 49 minutes 55 seconds West, 93.13 feet to the point of beginning. The above contains 0.21 acres, more or less. This easement expires ninety days after completion of the highway construction for which this easement is acquired.

THIS DEED, Made this 13th

day of May

19 94, between

C. E.
Margaret Wulfkuhle and Ross Wulfkuhle (wife and husband)
of Douglas County, in the State of Kansas

, of the first part, and

The Secretary of the Kansas Department of Transportation
of Shawnee County, in the State of Kansas

, of the second part.

WITNESSETH, That parties

of the first part, in consideration of the sum of One Dollars and other

valuable consideration ----- and $\frac{10}{100}$ DOLLARS.

the receipt of which is hereby acknowledged, do

by these presents convey and warrant unto said party of the

second part, its successors

and assigns, all the following-described REAL ESTATE situated in the County of

Douglas

and State of Kansas

, to wit:

SEE ATTACHED LEGAL DESCRIPTION

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And party of the first part, for their heirs, executors and administrators, do hereby covenant, promise and agree to and with party Y of the second part that at the delivery of these presents they are lawfully seized in their 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 of kind soever, except;

and that they will warrant and forever defend the same unto party heirs and assigns, against parties of the first part, their lawfully claiming or to claim the same.

of the second part, its successors heirs, and all and every person or persons whomsoever,

IN WITNESS WHEREOF, parties of the first part have hereunto subscribed their names, the day and year first above written.

Margaret C. Wulfkuhle
Margaret Wulfkuhle

Ross E. Wulfkuhle
Ross Wulfkuhle

STATE OF KANSAS.

Douglas

COUNTY, ss.

BE IT REMEMBERED, That on this

17th

day of

May

19 94 .

before me, the undersigned, a Notary Public

in and for the County and State aforesaid, came

Margaret C. Wulfkuhle and Ross E. Wulfkuhle, wife and husband

who are personally known to me to be the same person S
 acknowledged the execution of the same.

who executed the foregoing deed, and duly

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Cynthia J. Brinkerhoff
 Cynthia J. Brinkerhoff Notary Public

My appointment expires January 11 , 1998

STATE OF KANSAS.

COUNTY, ss.

BE IT REMEMBERED, That on this

day of

10

before me, the undersigned, a

in and for the County and State aforesaid, came

who personally known to me to be the same person
 acknowledged the execution of the same.

who executed the foregoing deed, and duly

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Notary Public

My appointment expires , 19

STATE OF KANSAS.

COUNTY, ss.

BE IT REMEMBERED, That on this

day of

19

before me, the undersigned, a

in and for the County and State aforesaid, came

who personally known to me to be the same person
 acknowledged the execution of the same.

who executed the foregoing deed, and duly

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Notary Public

My appointment expires , 19

66828

INDEX

THIS INSTRUMENT BEING RECORDED

No. 32-12-195K

WARRANTY DEED

FROM

TO

Entered in Transfer Record _____ In my
 office this 20th day of May
 19 94.

Patty James County Clerk

STATE OF KANSAS,
 Douglas County, ss.

This instrument was filed for record on the
 19th day of May
 1994 at 3:51 o'clock P.M., and
 duly recorded in Book 515
 at page 1686-1687

Dwight Register of Deeds

By Deputy

FEE'S

Register of Deeds, for recording, \$

County Clerk, for transfer, \$

Total \$ 10.00

Form 1-2 T.W. (Rev. 5-73) Copyright of Tegels Inc.

REC-515 PAGE 1687

DOUGLAS COUNTY
10-23 K-3359-01
MAY 12, 1993

(a) A PERMANENT EASEMENT for controlled access highway right of way and removal of borrow material over and upon a tract of land in the Southwest Quarter of Section 32, Township 12 South, Range 19 East of the 6th P.M., described as follows: Beginning at the Southwest Corner of said Quarter Section: First Course, thence on an assumed bearing of North 02 degrees 40 minutes 19 seconds West, 993.82 feet along the West line to the Northwest Corner of the South 60 acres of said Quarter Section; Second Course, thence North 88 degrees 01 minutes 18 seconds East, 1156.41 feet along the North line of the South 60 acres of said Quarter Section; THIRD COURSE, thence South 01 degree 58 minutes 42 seconds East, 50.00 feet; FOURTH COURSE, thence South 72 degrees 49 minutes 35 seconds West, 419.67 feet; FIFTH COURSE, thence South 08 degrees 23 minutes 34 seconds West, 138.47 feet; SIXTH COURSE, thence South 31 degrees 53 minutes 27 seconds West, 472.97 feet; SEVENTH COURSE, thence South 24 degrees 18 minutes 51 seconds West, 269.26 feet; EIGHTH COURSE, thence South 72 degrees 10 minutes 24 seconds East, 91.02 feet to a point on the North right of way line of a public road; Ninth Course, thence South 01 degree 55 minutes 18 seconds East, 33.00 feet to a point on the South line, 417.20 feet East of the Southwest Corner of said Quarter Section; Tenth Course, thence South 88 degrees 04 minutes 42 seconds West along said South line to the point of beginning. The above contains 10.63 acres, more or less exclusive of existing public highway. Lands abutting said highway shall have no right or easement of access thereto, provided, however, that the remaining lands shall abut upon and have access to a frontage road over and across the following described courses: All of said 'THIRD', 'FIFTH', 'SIXTH', 'SEVENTH' AND 'EIGHTH' COURSES, ALSO, beginning at the beginning of said 'FOURTH' Course and extending South 72 degrees 49 minutes 35 seconds West, 326.41 feet. This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property; except and reserving, however, to the grantor, his heirs and assigns, the right of access to a frontage road over and across the following described courses: All of said 'THIRD', 'FIFTH', 'SIXTH', 'SEVENTH' AND 'EIGHTH' COURSES, ALSO, beginning at the beginning of said 'FOURTH' Course and extending South 72 degrees, 49 minutes, 35 seconds West, 326.41 feet. Said frontage road will be connected to the highway only at such points as may be established by public authority. (b) A TEMPORARY EASEMENT for the construction of a channel change and the removal of borrow material over and upon a tract of land in the Southwest Quarter of Section 32, Township 12 South, Range 19 East of the 6th P.M., described as follows: Beginning at a point on the East right of way line of the proposed highway which point is North 53 degrees 57 minutes 32 seconds East, 544.24 feet from the Southwest Corner of said Quarter Section, the West line of said Quarter Section having an assumed bearing of North 02 degrees 40 minutes 19 seconds West; thence North 31 degrees 53 minutes 27 seconds East, 166.49 feet along said right of way line; thence South 17 degrees 23 minutes 11 seconds East, 102.24 feet; thence South 25 degrees 43 minutes 05 seconds West, 59.72 feet; thence North 83 degrees 49 minutes 55 seconds West, 93.13 feet to the point of beginning. The above contains 0.21 acres, more or less. This easement expires ninety days after completion of the highway construction for which this easement is acquired.

THIS INDENTURE, Made this 13th day of May 1994, between
M & M Oil Company, Inc.

a corporation duly incorporated and existing under and by virtue of the laws of the state of Kansas
and having its principal place of business at 416 N. 7th Street, Lawrence in the State
of Kansas, of the first part, and The Secretary of the Kansas
Department of Transportation
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One Dollars and other
valuable considerations----- and NO DOLLARS,
100
the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said party of the second
part, its ~~SUCCESSORS~~ and assigns, all the following described real estate situated in the County of Douglas
and State of Kansas, to wit:

SEE ATTACHED LEGAL DESCRIPTION

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in any wise appertaining, forever;

And said party of the first part, for itself, its successors and assigns, does hereby covenant, promise and agree to and with
said party of the second part, that at the delivery of these presents it is lawfully seized in its own right, of an absolute
and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-described real estate 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 and kind soever except:

and that it will warrant and forever defend the same, unto said party of the second part, its ~~SUCCESSORS~~ and assigns,
against said party of the first part, its successors and assigns and all and every person or persons whomsoever, lawfully
claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has caused this Deed to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its corporate seal to be hereunto affixed, the day and year first above written.

M & M Oil Company, Inc.

By Walter G. McBride, President.

Attest:

(CORPORATE SEAL)

Sherry M. McBride, Secretary.

of _____

STATE OF Kansas Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 17th day of May 1994

before me, the undersigned, a notary public in and for the County and State aforesaid, came

Walter G. McBride President of M & M Oil Company, Inc.

a corporation duly incorporated and existing under and by virtue of the laws of Kansas and Sherry M. McBride Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within deed on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official

Seal on the day and year last above mentioned.

VICKI MURRISON
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Exp. _____

Vicki Murrison Notary Public
Term expires 2/20 1998

66830

THIS INSTRUMENT IS RECORDED
INDEX
32-12-12 NK
Corporation Deed
GENERAL WARRANTY

FROM

TO

Entered in Transfer Record in my office, this
20th day of May 1994
Patty Spence County Clerk

STATE OF KANSAS }
Douglas County, }

This instrument was filed for record on the
19th day of May 1994
at 3:53 o'clock P. M. and duly

recorded in Book 515 on page 1691-1692
Due V. Spence Register of Deeds
10.00

BOOK 515 PAGE 1692

M & M OIL COMPANY, INC.

16

DOUGLAS COUNTY
10-23 K-3359-01
MAY 11, 1993

(a) A PERMANENT EASEMENT for controlled access highway right of way and removal of borrow material over and upon a tract of land in the Southwest Quarter of the Northwest Quarter of Section 32, Township 12 South, Range 19 East of the 6th P.M., described as follows: Beginning at the Southwest Corner of said Quarter Section; thence on an assumed bearing of North 02 degrees 42 minutes 21 seconds West, 1325.86 feet along the West line to the Northwest Corner of the Southwest Quarter of said Quarter Section; thence North 88 degrees 00 minutes 33 seconds East, 427.55 feet along the North line of the Southwest Quarter of said Quarter Section; THENCE SOUTH 02 DEGREES 42 MINUTES 20 SECONDS EAST, 1325.36 FEET TO A POINT ON THE SOUTH LINE, 427.54 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; thence South 87 degrees 56 minutes 28 seconds West along said South line to the point of beginning. The above contains 9.79 acres, more or less, exclusive of existing public highway. Lands abutting said highway shall have no right or easement of access thereto. This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property. (b) A TEMPORARY EASEMENT for highway construction over and upon a tract of land in the Southwest Quarter of the Northwest Quarter of Section 32, Township 12 South, Range 19 East of the 6th P.M., described as follows: Beginning at the intersection of the East right of way line of the proposed highway and the North line of the Southwest Quarter of said Quarter Section; thence on an assumed bearing of South 02 degrees 42 seconds 20 seconds East, 283.92 feet along said right of way line; thence North 87 degrees 17 minutes 40 seconds East, 135.00 feet; thence North 02 degrees 42 minutes 20 seconds West, 282.24 feet to a point on the North line of the Southwest Quarter of said Quarter Section; thence South 88 degrees 00 minutes 33 seconds West, 135.01 feet to the point of beginning. The above contains 0.88 acres, more or less. This easement expires ninety days after completion of the highway construction for which this easement is acquired. (c) A PERMANENT EASEMENT for controlled access highway right of way and removal of borrow material over and upon a tract of land in the Southwest Quarter of Section 32, Township 12 South, Range 19 East of the 6th P.M., described as follows: Beginning at the Northwest Corner of said Quarter Section; First Course, thence on an assumed bearing of South 02 degrees 40 minutes 19 seconds East, 1656.39 feet along the West line of said Quarter Section to the Southwest Corner of the North 100 acres of said Quarter Section; Second Course, thence North 88 degrees 01 minutes 18 seconds East, 1156.41 feet along the South line of said North 100 acres; THIRD COURSE, thence North 01 degree 58 minutes 42 seconds West, 50 feet; FOURTH COURSE, thence North 76 degrees 01 minute 59 seconds West, 327.61 feet; FIFTH COURSE, thence North 88 degrees 58 minutes 51 seconds West, 277.29 feet; SIXTH COURSE, thence North 13 degrees 26 minutes 44 seconds West, 740.22 feet; SEVENTH COURSE, thence North 02 degrees 42 minutes 20 seconds West, 776.99 feet to a point on the North line, 427.54 feet East of the Northwest Corner of said Quarter Section; Eighth Course, thence South 87 degrees 56 minutes 28 seconds West along said North line to the point of beginning. The above contains 15.13 acres, more or less, exclusive of existing public highway. Lands abutting said highway shall have no right or easement of access thereto, provided, however, that the remaining lands shall abut upon and have access to said highway over and across the following described courses: All of said 'THIRD' and 'FOURTH' courses. This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access to said highway, appurtenant to the grantors, his property; except and reserving, however, to the grantor, his heirs and assigns, the right of access to the highway over and across the following described courses: All of said 'THIRD' and 'FOURTH' courses.