

STATE OF KANSAS

Dec 2 8 25 AM '03



BILL MEEK
REGISTER OF DEEDS

Kelli Weaver
Deputy

GRANTOR BLACKWELL MAURINE TRUST

GRANTEE SUNFLOWER LAND TRUST

RECORDED DATE 12/02/2003

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**KIMEL AGRICULTURAL EASEMENT
DEED OF CONSERVATION EASEMENT
SEDGWICK COUNTY, KANSAS**

THIS DEED OF CONSERVATION EASEMENT ("Deed") is granted effective as of the 21st day of October, 2003, by Maurine K. Blackwell, Trustee for the Maurine Blackwell Revocable Living Trust, and her sister, Patricia K. Dart, Trustee for the Patricia Dart Revocable Living Trust (Grantors) collectively grant, to SUNFLOWER LAND TRUST, a Kansas nonprofit corporation ("Grantee") having its principle office at c/o Bill Cather, Attorney at Law, 2935 South Seneca, Wichita, Kansas 67217, for the purpose of forever conserving the open space character, agricultural productivity, wildlife habitat, and scenic qualities of the subject property.

WITNESS THAT:

Grantor(s) are the owner(s) in fee simple of the farmland property ("Property") legal described in Exhibit "A" attached to and made a part of this Deed, which consists of approximately 914 acres of land, together with buildings, other improvements and the Water Rights are defined herein, located in Sedgwick County, State of Kansas.

The Property is primarily open farmland, and is an important part of the productive agricultural land still remaining in Sedgwick County. The Property also includes relatively natural habitat with a variety of native wildlife species such as deer, raccoon, possum, quail, pheasants, turkeys and a variety of song birds.

The Property contains good agricultural soils, is relatively flat in topography, is protected in many places by trees along the field border and has several soil saving practices such as grassed water ways and minimum tillage operations in place.

The agricultural, ecological and other characteristics of the Property, its current use and state of improvement, will be described in a Baseline Inventory prepared by Grantor with the cooperation of Grantee, which report is to describe the present condition of the Property, and is subject to approval by both Grantor and Grantee. The report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. However, this report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

Grantor intends to make a charitable gift of a Deed of Conservation Easement for the property and will convey by this easement to Grantee for the exclusive purpose of assuring that, under Grantee's perpetual stewardship, the agricultural productivity, open space character, wildlife habitat, and scenic qualities of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented or corrected. The parties agree, however, that the current agricultural use of, and improvements to, the Property are consistent with the conservation purposes of this Deed.

Water Rights are to be considered as a part of this Deed. They are to be considered as part of the land, and can not be divided, sold, or transferred to other entities or properties. They are to remain for the purpose of the agricultural, domestic, and wildlife use of the Property, as required by the Grantor and Grantee.

The conservation purposes of this Deed are recognized by, and the grant of this instrument will serve, at least and without limitation, the following clearly delineated governmental conservation policies:

- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §4201, et seq., whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland".
- The Kansas Department of Agricultural policy that promotes the preservation of agricultural lands.
- Sedgewick County Master Plan that identifies the land within the donated area as primarily reserved for agricultural use.

Grantee is a "qualified conservation organization", as defined by the United States Internal Revenue Code, and accepts the responsibility of enforcing the terms of this Deed and upholding its conservation purposes forever.

Grantor owns the fee simple interest in the Property and has no liens or mortgages against the Property.

NOW, THEREFORE, for the reasons given, and in consideration of their mutual promises and covenants, Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by Kansas Revised Statutes K.S.A. 56-3810, et seq., and of the nature and character described in this Easement, exclusively for the purpose of conserving and forever maintaining the agricultural productivity, open space character, wildlife habitat, and scenic qualities of the Property (the "Conservation Values").

1. **Use of Property.** It is the desire of the Grantor to protect the cultivated and non-cultivated land pattern that exists at the time of the assignment of the Deed. It is the intention of Grantor to preserve the ability of the Property to be agriculturally productive, including continuing farming and ranching activities, to engage in future agricultural activities, (feedlot operations, commercial hog lot operations, commercial poultry enterprises, the breeding, rearing and keeping of exotic animals is prohibited) and to preserve the open space character, wildlife habitat, and scenic qualities of the Property. The Property may not be used for industrial activities, but may be used for other activities which are not prohibited by the terms of this Deed. In the event the Grantor chooses to

not use the land for agricultural purposes the land shall be maintained as open space with an emphasis on the enhancement of the land for wildlife habitat. In the event cultivated land is converted to a wildlife habitat area, utilizing Grantee funding sources, it shall remain so in perpetuity, unless the Grantor reimburses the Grantee for the expenses associated with the initial conversion. Hunting is prohibited on the Tracts of land identified in this easement.

2. **Prohibited Acts.** Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor hereby authorizes Grantee to enforce these covenants in the manner described below. However, unless otherwise specified, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any fire, Act of God or other event over which Grantor had no control. Grantor understands that nothing in this Deed relieves them of any obligation or restriction on the use of the Property imposed by law.

3. **Construction on Buildings and Other Structures.** The construction of any building or other structure, except those existing on the date of this Deed or those approved by Grantee subsequent to the date hereof, but prior to construction, is prohibited except in accordance with subparagraphs "A" through "D" below. Before undertaking any construction that requires advance permission, Grantor shall notify Grantee of such request.
 - A. **Fences.** Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable management of livestock in a manner as is customary in the region within which the Property is located, without any further permission of Grantee. Grantor shall not be required to erect any new fences for any purpose, including, but not limited to, fencing out livestock from riparian areas or other designated habitats.

 - B. **Agricultural Structures and Improvements.** All existing agricultural buildings and agricultural structures may be continued to be used for agricultural purposes and be repaired, reasonably enlarged and replaced at their current location without further permission of Grantee. New buildings and improvements, such as barns, sheds, and garages which are to be used solely for agricultural purposes, including the processing or sale of farm or ranch products predominantly grown or raised on the Property, may be built within the building envelope described on Exhibit "B" attached to and made a part of this Deed (the "Building Envelope"). Loafing sheds, corrals, water lines, water tanks and other minor agricultural structures and improvements may be constructed only within the building envelopes described in Section C and referenced in Attachment B. Grantor will notify

reestablished and maintained in perpetuity, for the protection of the land and wildlife habitat values. Grassed waterways, natural drainage courses, riparian vegetation, and existing wildlife habitat areas are to be preserved and protected. Standard width for the protection of streams shall not be less than one-hundred (100) feet on each side of the stream. In the event the Grantee, expends monies to convert an area from farmland to wildlife habitat, it is to remain as such in perpetuity, unless the Grantor reimburses the Grantee for the monies associated with the transfer as associated mitigation charges. Hunting of wildlife is prohibited on this property.

6. **Timber Harvesting.** Trees within a windbreak may be cut providing they are dead, diseased or dying. They can also be removed to prevent personal injury or property damage. In the event the Grantor or his assigns plant an area to harvestable trees, such as Christmas trees, nut bearing trees, or orchard trees these shall be done in accordance with the recommendations of Kansas State University.

7. **Mining.** The commercial mining or extraction of soil, sand, gravel, or other surface minerals is prohibited. Oil and gas exploration and extraction activities may be conducted so long as they do not interfere with the agricultural uses of the land and that the extraction is limited to an area of not more than two acres in size and is located adjacent to an existing roadway. Extraction is prohibited if the Grantee determines the activity is detrimental to the agricultural and conservation values of the Property. If the extraction is permitted, the Grantor may be required to mitigate the resource loss. No extraction permitted pursuant to this paragraph shall occur without prior written notice to the Grantee. Written notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof. No extraction activity shall occur without the expressed written approval of the Grantee. Only one extraction site is allowed per Tract.

8. **Grantor Extraction:** Notwithstanding anything in Paragraph 7 above to the contrary, soil, sand, gravel or rock may be extracted without further permission from Grantee so long as such extraction is solely for use on the Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is consistent with the conservation values express in this Deed. This provision shall be interpreted in a manner consistent with §170(h) of the United States Internal Revenue Code and the Treasury Regulations adopted thereto.

9. **Paving and Road Construction.** No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road for access or other purpose be constructed, except for any unpaved road necessary to provide access to the buildings currently located on or permitted to hereafter be constructed on the Property. After reasonable notice to Grantee, any such road permitted by

this paragraph shall be constructed in a manner that does not substantially diminish or impair the agricultural or conservation values of the Property.

10. **Trash.** The dumping or accumulation of any kind of trash or refuse on the Property is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations. Once the stored items are either used or no longer applicable for use, they will be removed from the Property in accordance with the rules governing such removal as defined by Federal, State, and County ordinances. Any equipment that is in a non serviceable condition is to be treated as discarded property and shall be removed to a suitable off Tract disposal site.
11. **Recreational Uses.** Golf courses, airstrips (even model plane landing areas), and helicopter pads are strictly prohibited on the Property. Hunting is also a prohibited activity under this Easement. Buildings and facilities for public or private recreational use may only be built on the Property in accordance with Paragraph 3, and only in a manner consistent with the conservation values of the Property, except that use of the Property for more than "de minimus" commercial recreation activities is prohibited. The term "de minimus" shall have the meaning as set forth in §2031(c)(8)(B) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto.
12. **Feed Lot, Hog Farms, Poultry Operations and Exotic Animals.** The establishment or maintenance of a commercial feedlot, hog farm, poultry operation, and the breeding or confinement of exotic animals is prohibited. For purposes of this Easement, "commercial" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this section shall prevent Grantor from seasonally confining Grantor's livestock into an area for feeding, from leasing pasture for the grazing of livestock owned by others, and from feeding on a seasonal basis, providing such usage does not occur at a higher animal stocking rate than is recommended by the Natural Resources Conservation Service, and such activity does not damage the grass, soil, trees, wildlife, and water courses on the Property.
13. **Water Rights.** Grantor and Grantee shall retain, reserve, and restrict the right to use the water rights described on the existing parcels for use in present or future agricultural and wildlife production on the Property. Grantor and Grantee shall not transfer, lease, sell, or otherwise separate the water rights from title to the Property.
14. **Rights Retained by Grantor.** Subject to interpretation under Paragraph 22, as owners of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Deed. These ownership

rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to sell or otherwise transfer the Property to anyone they choose.

15. *Responsibilities of Grantor and Grantee Not Affected.* This Deed, other than as specified herein, is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

A. *Taxes.* Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

B. *Upkeep and Maintenance.* Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

C. *Liability and Indemnification.* If Grantee is required by a Court to pay damages, resulting from personal injury or property damage that occurs on the Property, and for which the Grantor or his successor is entirely or partly at fault, then; grantor shall indemnify and reimburse Grantee by Grantors' (or successors') share of said damages or judgment; as well as for reasonable attorney's fees and other expenses of defending itself, unless Grantee or any of its agents have committed a negligent or deliberate act that is determined by a Court to be the sole cause of the injury or damage. In addition, Grantor (or successors') warrants that Grantee is and will continue to be an additional insured on Grantor's liability insurance policy covering the property. Grantor shall provide certificates of such insurance to the Grantee on an annual basis.

16. *Enforcement.* Grantee shall have the right to prevent, correct, or require correction of violations of the terms of this Deed. With reasonable advance notice to Grantor, Grantee or Grantee's agents may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee may at its discretion take appropriate action. Except when an ongoing or imminent violation could irreversibly diminish or impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and sixty (60) days to correct it before filing any legal action. If a Court, with jurisdiction, determines that a violation may exist or has occurred, Grantee may obtain an injunction to cease the action and be entitled to the associated costs with the enforcement and to such other relief as the Court may deem appropriate. The Court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. In

any case, where a Court finds that a violation has occurred, Grantor shall reimburse Grantee for reasonable attorneys' and court fees associated with the enforcement. Any failure by Grantee to discover a violation or forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term of any subsequent breach of the same rights under this Deed. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense available to Grantor pursuant to K.S.A. 58-3810 et seq. or the defense of laches or estoppels.

17. **Transfer of Easement.** With the prior written consent of Grantor (which consent shall not be unreasonably withheld), Grantee shall have the right to transfer the responsibilities created by this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under §170(h) of the United States Internal Revenue Code, and under K.S.A. 58-3810 et seq., and only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Deed. If Grantee desires to transfer this easement to a qualified organization having similar purposes as Grantee, but Grantor unreasonably refuses to approve the transfer or, if Grantee ever ceases to exist or no longer qualifies under §170(h) or applicable state law, a Court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility provided that Grantor receives notice of and an opportunity to participate in the Court proceedings.

18. **Transfer of Property.** Any time the Property itself, or any interest in it, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing at least thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Deed.

19. **Amendment of Easement.** This Easement may be amended only with the written consent of Grantee and Grantor by an instrument duly executed and recorded in the real property records of Sedgwick County, Kansas. Any such amendment shall be consistent with the purposes of this Deed and shall comply with §170(h) of the United States Internal Revenue Code, or any regulations promulgated thereunder. Any such amendment shall also be consistent with K.S.A. 58-3810 et seq., or any regulations promulgated thereunder.

20. **Termination of Easement.** If it is determined that conditions on or surrounding the Property change so much that it becomes impossible to fulfill its conservation purposes, including the preservation of wildlife habitat, a Court with jurisdiction may, at the joint request of both Grantor and Grantee, terminate the Easement created by this Deed. If condemnation of a part of the Property or of the entire Property by public

authority renders it impossible to fulfill any of these conservation purposes, the Easement may be terminated through condemnation proceedings. If the Easement is terminated in whole or in part and all or part of the Property is sold or taken for public use, then, as required by Treasury Regulation §1.170A-14(g)(6), Grantee shall be entitled to fifteen (15) percent of the gross sale proceeds or condemnation award representing an amount equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Deed. Grantee shall use the proceeds consistently with the conservation purposes of this Deed.

21. **Interpretation.** This Deed shall be interpreted under the laws of the State of Kansas, resolving any ambiguities and questions of the validity of specific provisions so as to preserve the conservation values and give maximum effect to its conservation purposes.

22. **Perpetual Duration.** The Easement created by this document shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Deed terminate upon transfer of the party's interest in this Deed or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

23. **Notices.** Any notices required by this Deed shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee, respectively, at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: Robert and Maurine Blackwell
109 Sourdough Ridge Rd.
Bozeman, MT 59715-9264

To Grantee: The Sunflower Land Trust
c/o Bill Cather
Attorney at Law
2935 S. Seneca
Wichita, KS 67217

24. **Grantor's Title Warranty.** Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Grantor.

25. **Grantor's Environmental Warranty and Indemnity.** Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to defend and indemnify Grantee against all litigation, claims, demands,

penalties, and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended in the event grantor or his successor in interest violates any provision of this Easement.

26. **Subsequent Liens on the Property.** No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing will be subordinated to this Deed of Conservation Easement.

27. **No Merger.** No division or merger of the Grantors (or his assigned successors) estate, interests, or duties shall affect this Deed.

28. **Acceptance.** As attested by the signature of its President affixed hereto, Grantee hereby accepts, without reservation, the rights and responsibilities conveyed by this Deed.

TO HAVE AND TO HOLD, this Deed unto Grantee, its successor and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTORS:

Maurine K. Blackwell
Maurine K. Blackwell, Trustee for the Maurine K. Blackwell Revocable Living Trust

Patricia R. Dart
Patricia R. Dart, Trustee for the Patricia R. Dart Revocable Living Trust

GRANTEE:

Bruce E. Frost
Bruce E. Frost, President of the Sunflower Land Trust, Inc.

Exhibit A: Legal Descriptions of Tracts

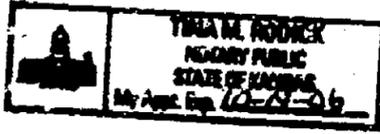
Exhibit B: Building Sites; Riparian Areas; Windbreak Locations; and Uncultivated Land By Tract

STATE OF KANSAS)
COUNTY OF SEDGWICK) SC:

The foregoing instrument was acknowledged before me this 21st day of October, 2003 by Bruce E. Frost, President of the Sunflower Land Trust.

WITNESS my hand and official seal.

My commission expires:
10/14/06



Yvona M. Roder
Notary Public
SUNFLOWER LAND TRUST
Nonprofit Corporation

By: _____

Name: _____

Title: _____

STATE OF MONTANA)
COUNTY OF Golden) SS:

The foregoing instrument was acknowledged before me this 10th day of November, 2003, by Maurine K. Blackwell, Trustee for the Maurine K. Blackwell Revocable Living Trust.

WITNESS my hand and official seal.

Patricia A. Michel
Notary Public Patricia A Michel

My commission expires: 11-27-2005

STATE OF ALASKA)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this 21 day of November, 2003, by Patricia R. Dart, Trustee for the Patricia R. Dart Revocable Living Trust.

WITNESS my hand and official seal.

Michele Pendergraft
Notary Public

My commission expires: 9/18/06

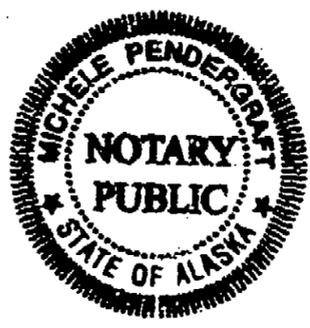


EXHIBIT "A"
Legal Descriptions

Six (6) tracts of land are incorporated in the Kimel Agricultural Easement. All tracts are located in Township 29 South, Range 2 West of the 6th P.M., in Sedgwick County, Kansas. For all practical purposes tracts are identified as Tract A through Tract F and are further described in the descriptions provided below:

TRACT A

Tax Key Number NI-00020

Southwest Quarter of Section 4, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, except beginning at the Southwest corner of the Southwest Quarter of Section 4, thence East along the South line of said Southwest Quarter a distance of 1601.17 feet; thence North a distance of 229.16 feet; thence West a distance of 1178.96 feet; thence North a distance of 51.56 feet; thence West 430.76 feet to the West line of said Southwest Quarter, thence South 389.28 feet along the West line of said Southwest Quarter to point of beginning. Said tract containing 11.42 acres, more or less, and, except, beginning at a point on the South line and 1601.17 feet East of the Southwest corner of the Southwest Quarter of Section 4, Township 29 South, Range 2 West of the 6th P.M.; thence North a distance of 1307.77 feet; thence East a distance of 1008.06 feet to a point on the East line of said Southwest Quarter; thence South along the East line of said Southwest Quarter a distance of 1312.90 feet to the Southeast corner of said Southwest Quarter; thence West along the South line of said Southwest Quarter a distance of 1033.84 feet to point of beginning. Said tract containing 30.71 acres, more or less.

Area in Tract A - 117.87 acres, more or less

TRACT B

Tax Key Number: NI-00018

Northwest Quarter of Section 4, Township 29 South, Range 2 West, Sedgwick County, Kansas.

Area in Tract B - 160.9 acres, more or less

TRACT C

Tax Key Number: NI-00037

Northwest Quarter of Section 8, Township 29 South, Range 2 West, Sedgwick County, Kansas.

Area in Tract C - 160 acres, more or less

TRACT D

Tax Key Number: NI - 00036

Northeast Quarter of Section 8, Township 29 South, Range 2 West, Sedgwick County, Kansas, except beginning 620 feet East and 25 feet South of the Northwest corner of the Northeast Quarter, thence South 483 feet, thence west 208 feet, thence North 253 feet, thence West 2 feet, thence North 230 feet, thence East 210 feet to beginning.

Area in Tract D - 157.68 acres, more or less

TRACT E

Tax Key Number: NI-00044

Southwest Quarter of Section 9, Township 29 South, Range 2 West, Sedgwick County, Kansas; except, beginning 216 feet South of the Northwest corner of the Southwest Quarter, thence South 330 feet, thence East 308 feet, thence North: 330 feet, thence West 308 feet to beginning.

Area in Tract E - 157.66 acres, more or less

TRACT F

Tax Key Number: NI-00041

Northeast 1/4 Section 9, Township 29 South, Range 2 West, Sedgwick County, Kansas.

Area in Tract F - 160 acres, more or less

EXHIBIT "B"

**BUILDING SITES; RIPARIAN AREAS; WINDBREAK LOCATIONS AND
UNCULTIVATED LAND BY TRACT**

TRACT A: No Building Envelope Permitted

TRACT B: One Three (3) Acre Building Site in Northwest Corner

TRACT C: One Three (3) Acre Building Site in Northwest Corner

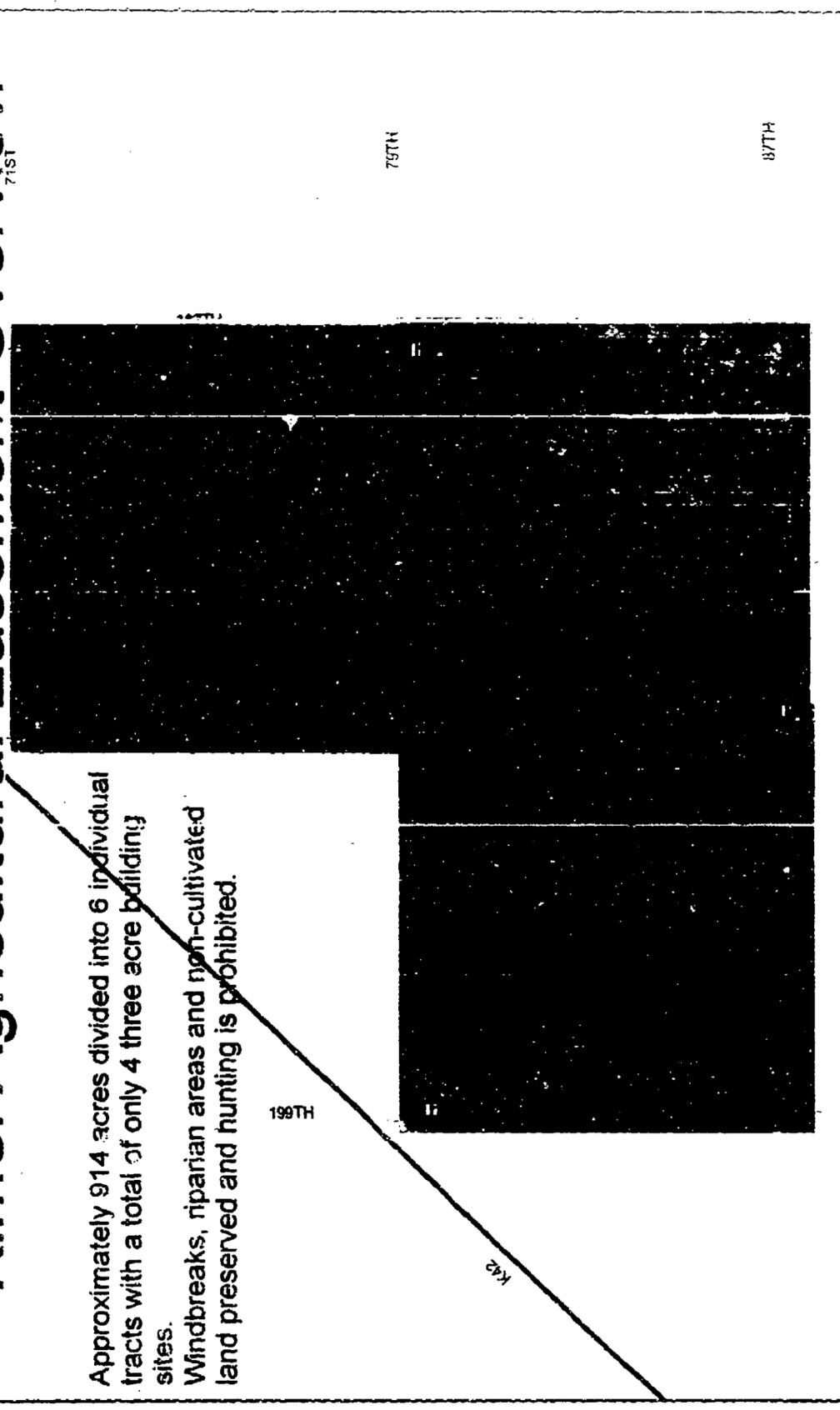
TRACT D: No Building Envelope Permitted

TRACT E: One Three (3) Acre Building Site in Southwest Corner

TRACT F: One Three (3) Acre Building Site in Northeast Corner

Kimel Agricultural Easement Overview^{71ST}

Approximately 914 acres divided into 6 individual tracts with a total of only 4 three acre building sites.
Windbreaks, riparian areas and non-cultivated land preserved and hunting is prohibited.



September 2003

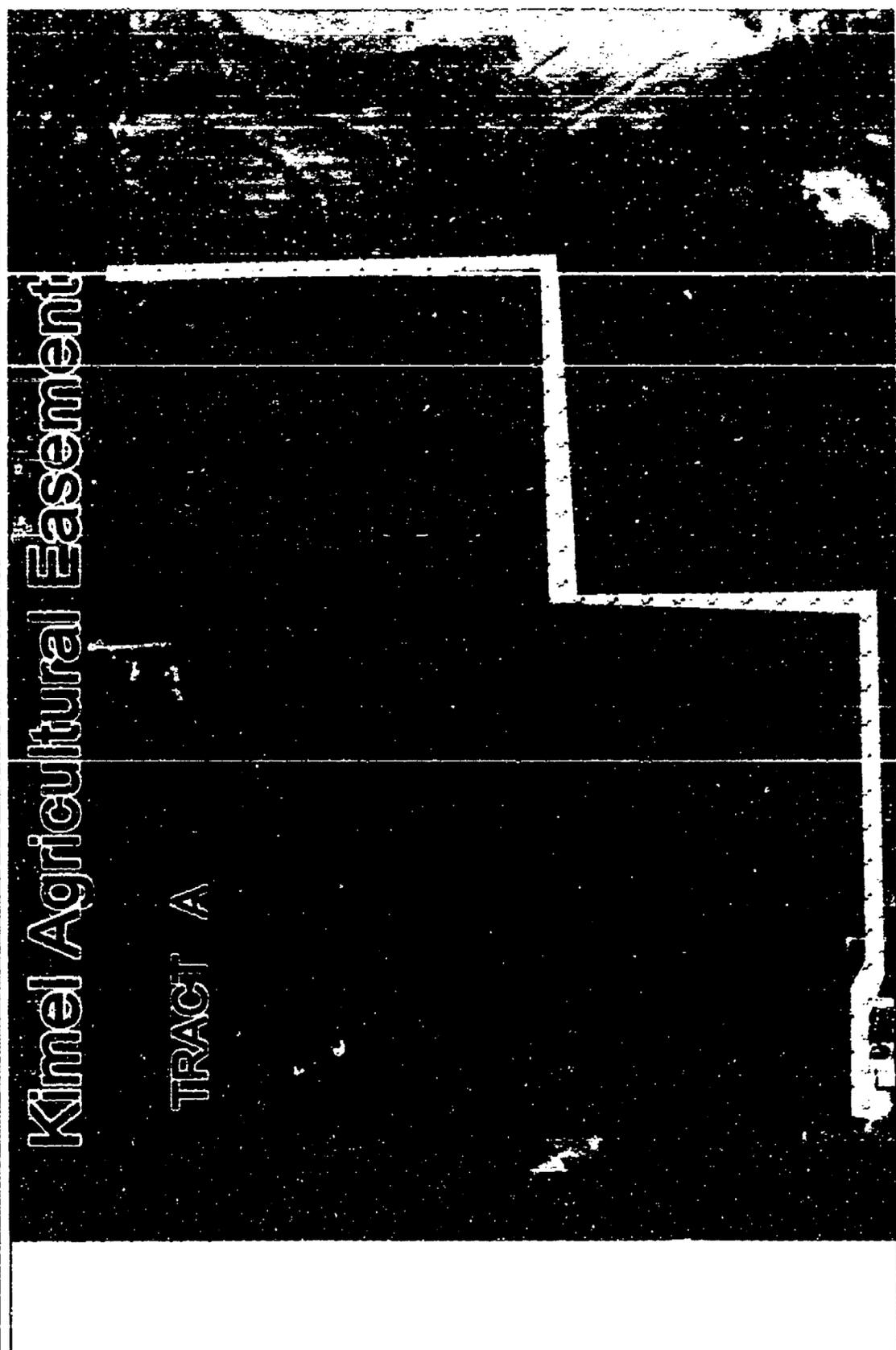


Sedgwick County
Sec. 4.8. and 9; T 29; R 2W

 - Building Sites (360 x 360 ft)

Kimel Agricultural Easement

TRACT A



0 0.02 0.04 0.08 0.12 0.16 Miles

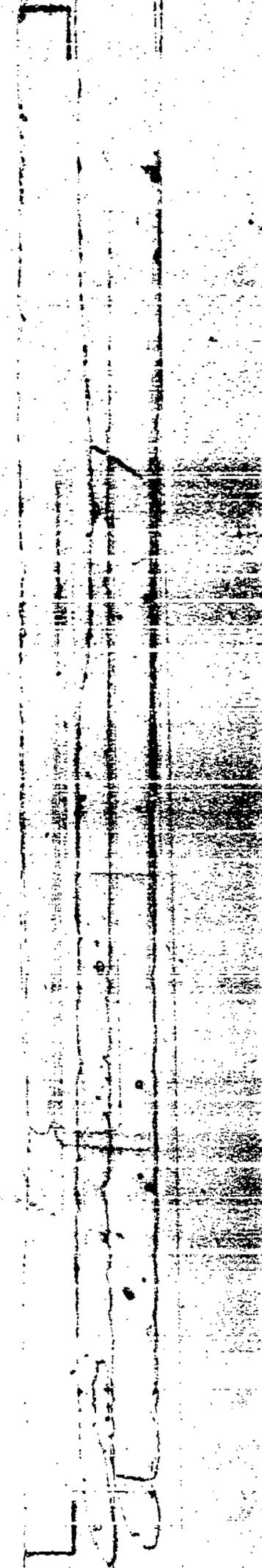
Conditions per Tract

September 2003

Sedgwick County
SW/4 of Sec. 4; T 29S; R 2W

No building site allowed on this tract.

- Riparian Area - Potential Windbreak Area
- Windbreak Area (75 foot minimum width)



Kimmel Agricultural Easement

TRACT B



0 0.025 0.05 0.1 0.2 0.4 0.8 1.6 3.2 6.4 12.8 25.6 51.2 102.4 204.8 409.6 819.2 1638.4 3276.8 6553.6 13107.2 26214.4 52428.8 104857.6 209715.2 419430.4 838860.8 1677721.6 3355443.2 6710886.4 13421772.8 26843545.6 53687091.2 107374182.4 214748364.8 429496729.6 858993459.2 1717986918.4 3435973836.8 6871947673.6 13743895347.2 27487790694.4 54975581388.8 109951162777.6 219902325555.2 439804651110.4 879609302220.8 1759218604441.6 3518437208883.2 7036874417766.4 14073748835532.8 28147497671065.6 56294995342131.2 112589990684262.4 225179981368524.8 450359962737049.6 900719925474099.2 1801439850948198.4 3602879701896396.8 7205759403792793.6 14411518807585587.2 28823037615171174.4 57646075230342348.8 115292150460684697.6 230584300921369395.2 461168601842738790.4 922337203685477580.8 1844674407370955161.6 3689348814741910323.2 7378697629483820646.4 14757395258967641292.8 29514790517935282585.6 59029581035870565171.2 118059162071741130342.4 236118324143482260684.8 472236648286964521369.6 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Kimmel Agricultural Easement

TRACT C



Conditions per Tract:

September 2003

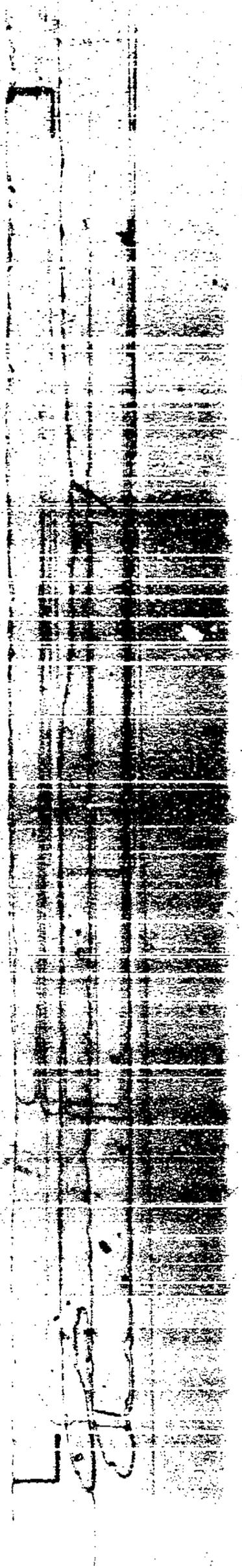
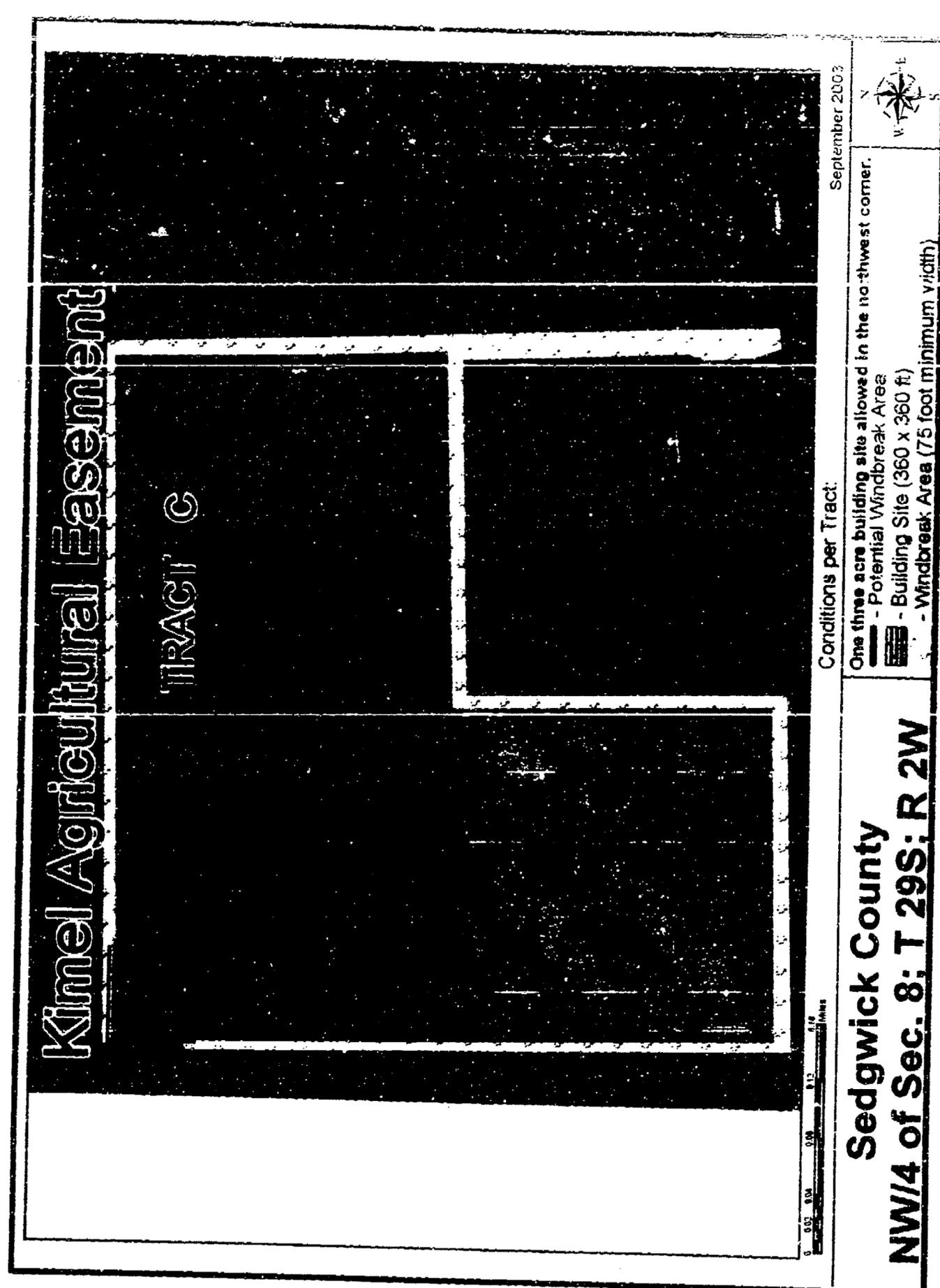
One three acre building site allowed in the northwest corner.

- Potential Windbreak Area

- Building Site (360 x 360 ft)

- Windbreak Area (75 foot minimum width)

Sedgwick County
NW/4 of Sec. 8; T 29S; R 2W



Kimel Agricultural Easement

TRACT D



0 0.02 0.04 0.06 0.08 Miles

Conditions per Tract: **No building site allowed on this tract.** September 2003

- Potential Windbreak Area
- Riparian Area
- Windbreak Area (75 foot width minimum)

Sedgwick County
NE/4 of Sec. 8; T 29S; R 2W



Handwritten notes and signatures, including the name 'Kimel' and other illegible text.

Kimel Agricultural Easement

TRACT E



September 2003

Conditions per Tract:

One three acre building site allowed in the southwest corner.

- Potential Windbreak Area

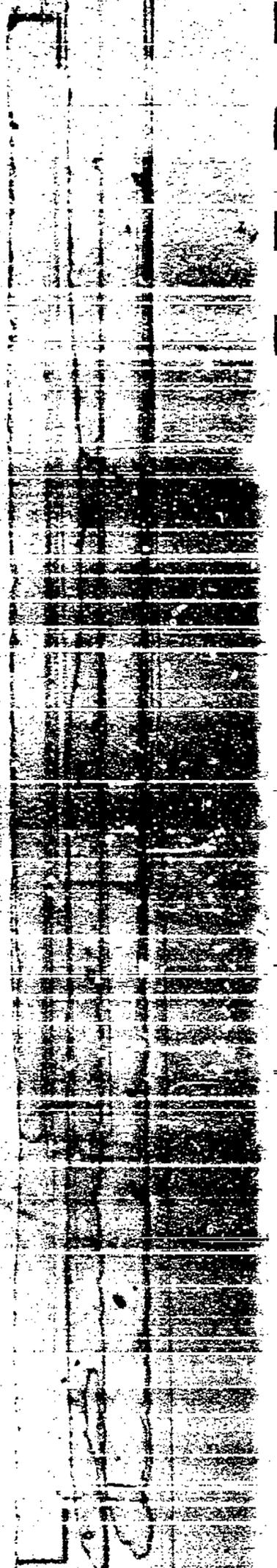
- Riparian Area

- Building Site (360 x 360 ft)

- Windbreak Area (75 foot width minimum)

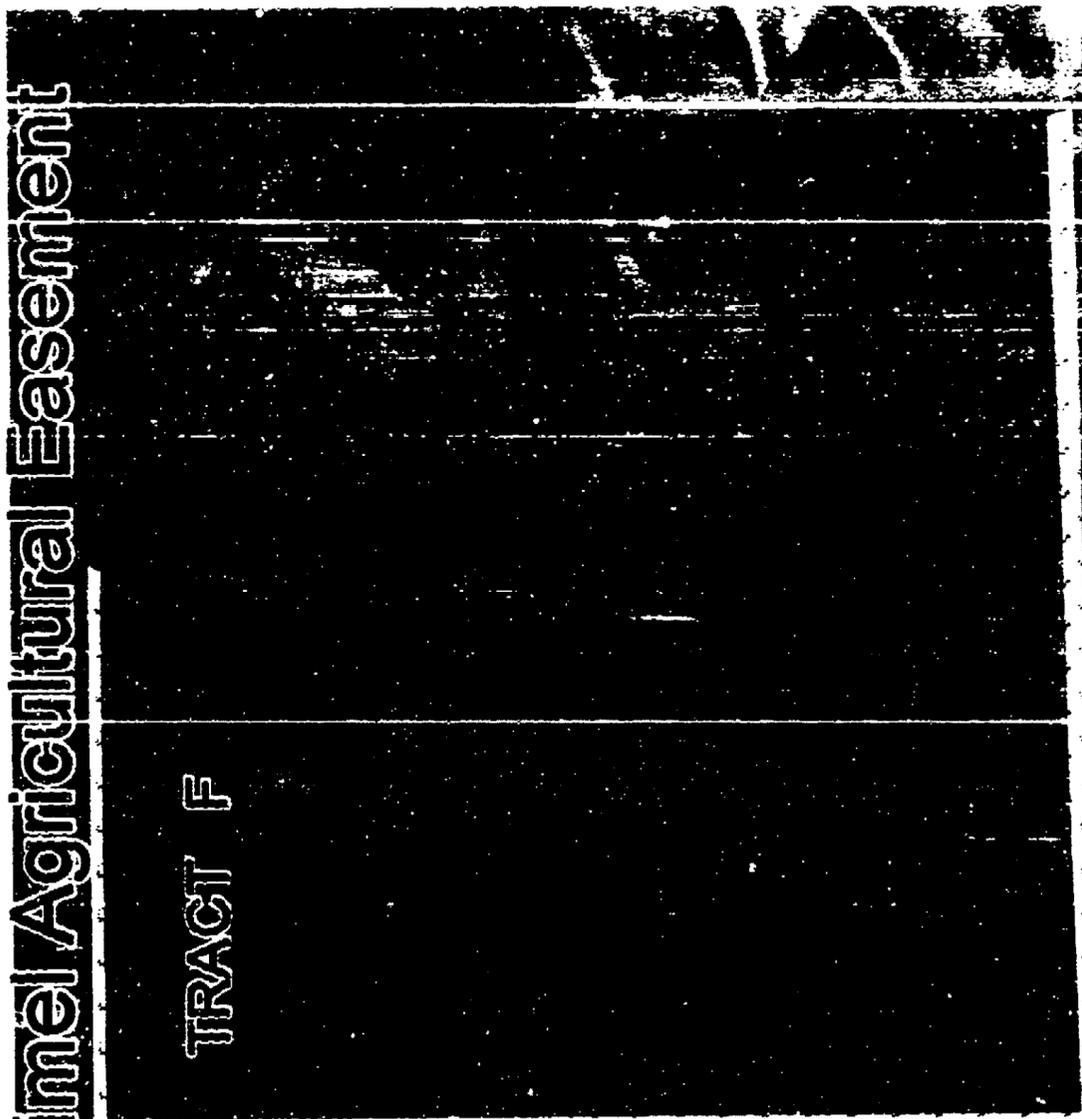


Sedgwick County
SW/4 of Sec. 9; T 29S; R 2W



Kimmel Agricultural Easement

TRACT F



Conditions per Tract:

September 2023

One three acre building site allowed in the northeast corner.

- Potential Windbreak Area
- Riparian Area
- Building Site (360 x 360 ft)
- Windbreak Area (75 foot minimum width)



Sedgwick County
NE/4 of Sec. 9; T 29S; R 2W