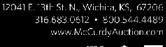
## PROPERTY INFORMATION PACKET

THE DETAILS



97.69 +/- Acres at 109<sup>th</sup> St. N. & 159<sup>th</sup> St. E. | Benton, KS 67017

AUCTION: Wednesday, April 1st @ 12:00 PM











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GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

#### **STANDARD**



MLS# 578469 Class Land **Property Type** Farm County Sedgwick Area B13 - Benton

Address 97.69 +/- Acres at 109th St. N & 159th St. E

VOW: Allow AVM

**Sub-Agent Comm** 

Variable Comm

Virtual Tour Y/N

**FLOOD INSURANCE** 

Unknown

**SALE OPTIONS** 

**Buyer-Broker Comm** 

**Transact Broker Comm** 

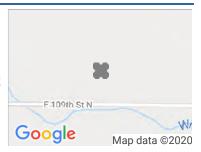
VOW: Allow 3rd Party Comm Yes

Address 2

City Benton State KS 67017 Zip Status Active

**Contingency Reason** 

**Asking Price** \$0 For Sale/Auction/For Rent Auction **Associated Document Count** 3



#### .........

Yes

Yes

Yes

Yes

O

3

3

No

Non-Variable

#### **GENERAL**

List Agent - Agent Name and Ty Patton Realtor.com Y/N **Display on Public Websites Display Address** 

List Office - Office Name and McCurdy Auction, LLC - OFF: 316-867-3600 **Phone** 

**Showing Phone** 800-301-2055

Zoning Usage Agriculture

Parcel ID 20173-011-12-0-41-00-001.00

**Number of Acres** 97.69 Lot Size/SqFt 100 acres

**School District** 

Elementary School Middle School Circle **High School** Circle

NONE LISTED ON TAX RECORD Subdivision

SE1/4 EXC BEG 665 FT S OF NE COR W Legal

1315 FT S 1325 FT E 1315 FT N TO BEG &

EXC BEG NE COR S 665FT W 1

#### Circle School District (USD 375) Benton

#### **DIRECTIONS**

Directions From 254 HWY turn North on Butler Rd to 40th go west 1 mile property will be on NW corner.

#### **FEATURES**

**SHAPE / LOCATION UTILITIES AVAILABLE** Rectangular Other/See Remarks **IMPROVEMENTS** Irregular **TOPOGRAPHIC** None **OUTBUILDINGS** Level Treeline

PRESENT USAGE

Tillable None

**ROAD FRONTAGE** 

Dirt None

**FINANCIAL** 

Other/See Remarks PROPOSED FINANCING Other/See Remarks None **MISCELLANEOUS FEATURES POSSESSION** At Closina **DOCUMENTS ON FILE** SHOWING INSTRUCTIONS Call Showing #

None **AGENT TYPE** Sellers Agent **OWNERSHIP** Individual **TYPE OF LISTING** Excl Right w/o Reserve **BUILDER OPTIONS** Open Builder

**LOCKBOX** 

Assumable Y/N No \$958.53 **General Taxes General Tax Year** 2019 **Yearly Specials** \$0.00 **Total Specials** \$0.00 HOA Y/N No

Yearly HOA Dues **HOA** Initiation Fee

Earnest \$ Deposited With Security 1st Title

#### **MARKETING REMARKS**

Marketing Remarks This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-867-3600 Email: tpatton@mccurdyauction.com. LIVE AUCTION PORTION IS CANCELLED AND REPLACED WITH LIVE STREAM EVENT ONLY. AUCTION WILL STILL BEGIN APRIL 1ST AT 12:00 PM VIA LIVE STREAM AUCTION WITH REAL TIME BIDDING. This property is selling with clear title at closing and no back taxes 97.69 +/- acres near Benton, Kansas! This property is zoned Rural Residential and is only minutes from Wichita. The property offers endless possibilities as a home-site or for development opportunities. Winter wheat is currently on the land. Crops do not transfer. Mineral rights transfer. \*Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$20,000.

#### **AUCTION**

Type of Auction Sale Reserve

**Method of Auction** Live w/Online Bidding **Auction Location** www.mccurdyauction.com

Auction Offering Real Estate Only

**Auction Date** 4/1/2020 12:00 PM **Auction Start Time** Broker Registration Req Yes

**Broker Reg Deadline** 3/31/2020 @ 5:00 PM

**Buyer Premium Y/N** Yes Premium Amount 0.10 **Earnest Money Y/N** Yes Earnest Amount %/\$ 20,000.00 1 - Open for Preview

- 1 Open/Preview Date
- 1 Open Start Time
- 1 Open End Time

#### **TERMS OF SALE**

**Terms of Sale** 

#### **ADDITIONAL PICTURES**





































#### DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



# WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 97.69 +/- Acres - Benton, KS 67017	
DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Drinking Other	
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES	NO
If yes, what type? Septic Lagoon	
Location of Lagoon/Septic Access:	
00 0 1 A	
Chis Dahard,	3-9-20
Owner	Date
Owner De Designation	5-9-00 Date

#### **GROUNDWATER / ENVIRONMENTAL ADDENDUM**

- 1 THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is
- 2 entered into effective on the last date set forth below.
- 3 Groundwater contamination has been detected in several areas in and around Sedgwick County.
- 4 Licensees do not have any expertise in evaluating environmental conditions.
- 5 The parties are proposing the sale and purchase of certain property, commonly known as:
- 6 0002 109th St N Benton KS 67017
- 7 The parties are advised to obtain expert advice in regard to any environmental concerns.
- 8 SELLER'S DISCLOSURE (please complete both a and b below)
- 9 (a) Presence of groundwater contamination or other environmental concerns (initial one):
- Seller has no knowledge of groundwater contamination or other environmental concerns; or
- 12 \_\_\_\_\_ Known groundwater contamination or other environmental concerns are:
- 15 (b) Records and reports in possession of Seller (initial one):
- Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
- Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):
  - BUYER'S ACKNOWLEDGMENT (please complete c below)
- (c) \_\_\_\_\_ Buyer has received copies of all information, if any, listed above. (initial)
- 24 **CERTIFICATION**

13 14

20 21

22

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

28	Authentisier	08/04/2019		
<u> 1</u> 9	Seller Christopher Barnhart	Date	Buyer	Date
30	Authentisser	08/02/2019		
31	Seller 8/22infsbann Di Barnhart	Date	Buyer	Date

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File #:

Property Address: 256 +/- Acres 109th St Benton , KS 67017

#### **WIRE FRAUD ALERT**

#### IMPORTANT! YOUR FUNDS MAY BE AT RISK

\*\*SECURITY 15T TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED\*\*

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

\*\*\*Closing funds in the form of ACH Electronic Transfers will NOT be accepted\*\*\*

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- DO NOT FORWARD wire instructions to any other parties.
- ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.
- DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

	ACKNOWLEDGEMENT OF RECEIPT - YOU MUST SIGN BELOW
	Your signature below acknowledges receipt of this Wire Eraud Alert
	Chi Bankar
Buyer	Seiler
5	Morning

For more information on wire-fraud scams or to report an incident, please refer to the following links:

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

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

Form: FSA-156EZ

## **United States Department of Agriculture**

Farm Service Agency

**Abbreviated 156 Farm Record** 

**FARM: 17078** 

Prepared: 3/10/20 11:41 AM

Crop Year: 2020

**Operator Name C&T BARNHART LLC** 

Farms Associated with Operator: 20-079-8768, 20-173-16782, 20-173-17078, 20-173-17233

**CRP Contract Number(s)** None

See Page 2 for non-discriminatory Statements.

20-173-2019-44 Recon ID

**Transferred From** None ARCPLC G/I/F Eligibility Eligible

#### **Farm Land Data**

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
158.80	157.13	157.13	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	157.13	3.:	20	0.00		0.00	0.00	0.00

#### **Crop Election Choice**

ARC Individual	ARC County	Price Loss Coverage	
None	None	WHEAT, CORN, SOYBN	

#### **DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	26.20	0.00	36	
Corn	39.04	0.00	120	
Soybeans	63.00	0.00	26	

**TOTAL** 128.24 0.00

#### **NOTES**

**Tract Number** 4109

U3/ E1/2 NW1/4 14-25-2E;W1/2NE1/4 14-25-2E Description

**FSA Physical Location** KANSAS/SEDGWICK KANSAS/SEDGWICK ANSI Physical Location :

BIA Unit Range Number :

**HEL Status** HEL field on tract. Conservation system being actively applied

**Wetland Status** Tract does not contain a wetland

**WL Violations** 

**Owners C&T BARNHART LLC** 

**Other Producers** None Recon ID None

#### **Tract Land Data**

	Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
	158.80	157.13	157.13	0.00	0.00	0.00	0.00	0.00
5	State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
Γ	0.00	0.00	157.13	3.20	0.00	0.00	0.00	0.00

Form: FSA-156EZ

## **United States Department of Agriculture**

Farm Service Agency

FARM: 17078

Prepared: 3/10/20 11:41 AM

Crop Year: 2020

#### **Abbreviated 156 Farm Record**

#### **DCP Crop Data**

#### Tract 4109 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	26.20	0.00	36
Corn	39.04	0.00	120
Soybeans	63.00	0.00	26

**TOTAL** 128.24 0.00

#### **NOTES**

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <a href="http://www.ascr.usda.gov/complaint\_filing\_cust.html">http://www.ascr.usda.gov/complaint\_filing\_cust.html</a> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a>. USDA is an equal opportunity provider, employer, and lender.

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



**Abbreviated 156 Farm Record** 

**FARM**: 17233

Prepared: 3/10/20 11:43 AM

Crop Year: 2020

Operator Name : C&T BARNHART LLC

Farms Associated with Operator: 20-079-8768, 20-173-16782, 20-173-17078, 20-173-17233

CRP Contract Number(s) : None

**Recon ID** : 20-173-2019-147

Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

#### **Farm Land Data**

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
98.12	91.42	91.42	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	91.42	0.	00	0.00		0.00	0.00	0.00

#### **Crop Election Choice**

ARC Individual	ARC County	Price Loss Coverage	
None	None	WHEAT, SORGH, SOYBN	

#### **DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	33.13	0.00	33	
Grain Sorghum	18.95	0.00	43	
Soybeans	39.32	0.00	36	

TOTAL 91.40 0.00

#### **NOTES**

Tract Number : 14423

**Description** : U-2 W1/2 SE1/4 12-25-2E

FSA Physical Location : KANSAS/SEDGWICK

ANSI Physical Location : KANSAS/SEDGWICK

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : C&T BARNHART LLC

Other Producers : None
Recon ID : None

#### **Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
98.12	91.42	91.42	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	91.42	0.00	0.00	0.00	0.00	0.00

Form: FSA-156EZ

## **United States Department of Agriculture**

Farm Service Agency

**Abbreviated 156 Farm Record** 

**FARM: 17233** 

Prepared: 3/10/20 11:43 AM

Crop Year: 2020

#### **DCP Crop Data**

#### Tract 14423 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	33.13	0.00	33
Grain Sorghum	18.95	0.00	43
Soybeans	39.32	0.00	36

**TOTAL** 91.40 0.00

#### **NOTES**

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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FSA - 578 (09-13-16)

Farm Number: 17078

FARM

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

PROGRAM YEAR: 2020

**DATE:** 03/10/2020

PAGE: 1

Original: MM Revision: JB Cropland: 157.13 Farmland: 158.80

Operator Name and Address C&T BARNHART LLC

Tract	CLU/	Crop/	Var/	Int	Act	Irr.	Org	Nat.	C/C	Rpt	Rpt	Det	Crop	Field	Official/	Planting	Planting	End
Number	Field	Commodity	Type	Use	Use	Pr.	Stat	Sod	Stat	Unit	Qty	Qty	Land	ID	Measured	Date	Period	Date
4109	1	WHEAT	HRW	GR		N	С	N	I	Α	156.60	156.60	Yes		0	10/12/2019	9 01	
F	Producer C	&T BARNHAR	T LLC		Shar	re 100.00	) FSA F	Physical I	Location	Sedgwicl	κ, Kansas				NAP U	nit 8116	Signature Date	e 10/31/2019
	3	IDLE				N	С	N	ΙN	Α	0.53		Yes		0		01	
F	Producer C	&T BARNHAR	T LLC		Shar	re 100.00	) FSA F	Physical I	Location	Sedgwicl	k, Kansas				NAP U	nit 8116	Signature Date	e 10/31/2019
Tract 4109	Summar	<u>y</u>																
PP Cr/Co		Type Int Use	Irr Pr Rpt l	U <b>nit</b>	Rpt Qty	_	P Cr/Co	Var/	Type In	Use Irr	Pr Rpt Unit	Rpt (		PP Cr/Co	Var/Type	Int Use Irr P	r Rpt Unit	Rpt Qty
01 WHE	AT HF	RW GR	N A		156.60	0	1 IDLE			ı	N A	0.	53					
Photo Nu	Photo Number/Legal Description: U3/ E1/2 NW1/4 14-25-2E;W1/2NE1/4 14-25-2E																	
	Cro	pland: 157.13		Repo	rted on Cr	opland:	157.13			Diffe	erence: 0.00			Reported	on Non-Cropla	and: 0.00		

FSA - 578 (09-13-16)

Farm Number: 17078

REPORT OF COMMODITIES FARM SUMMARY

D 1 777 00/40/0000

PROGRAM YEAR: 2020

DATE: 03/10/2020 PAGE: 2

> Original: MM Revision: JB

Cropland: 157.13 Farmland: 158.80

Operator Name and Address
C&T BARNHART LLC

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. The information may result in a denial of the producer service of USDA/FSA-14, Applicant/Borrower. Providing the requested information applicable to 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

C	C&T BARNHAF	RT LLC		Crop/ commodity WHEAT	Variety/ Type HRW	<b>Share</b> 100.00	Crop/ Commodity IDLE	Variety/ Type	<b>Share</b> 100.00		Crop/ mmodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share
Planting Period	Crop/ Commodity	Variety/ Type	Int Use	Irr Prac	Rpt Exp	De Exp		Rpt Pvt		Det Pvt		Rpt Vol	Det Vol		Rpt NA	Det NA
01	IDLE			N											.53	
Planting Period 01	Crop/ Commodity WHEAT	Variety/ Type HRW	Intended Use GR	Irrigation Practice N	Reporting Unit A	Reported Quantity 156.60	Determined Quantity 156.60		Planting Period	Crop. Commod		riety/ Intend ype Use	d Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity

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

Operator's Signature (By)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint\_filing\_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA - 578 (09-13-16)

Farm Number: 17233

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

PROGRAM YEAR: 2020

**DATE:** 03/10/2020

PAGE: 1

Original: MM Revision: JB Cropland: 91.42 Farmland: 98.12

Operator Name and Address C&T BARNHART LLC

Tract	CLU/	Crop/	Var/	Int	Act	Irr.	Org	Nat.	C/C	Rpt	Rpt	Det	Crop	Field	Official/	Planting	Planting	End
Number	Field	Commodity	Type	Use	Use	Pr.	Stat	Sod	Stat	Unit	Qty	Qty	Land	ID	Measured	Date	Period	Date
14423	1	WHEAT	HRW	GR		N	С	N	I	Α	86.67		Yes		0	10/11/2019	01	_
ı	Producer C	&T BARNHAR	ΓLLC		Sha	re 100.00	FSA F	hysical L	ocation	Sedgwick	, Kansas				NAP U	nit 8116	Signature Date	
	2	WHEAT	HRW	GR		N	С	N	- 1	Α	2.87		Yes		0	10/11/2019	01	
ı	Producer C	&T BARNHAR	ΓLLC		Sha	re 100.00	FSA F	hysical L	ocation	Sedgwick	, Kansas				NAP U	nit 8116	Signature Date	
	3	GRASS	SMO	FG		N	С	N	I	Α	1.88		Yes		0	3/15/1990	01	
ſ	Producer C	&T BARNHAR	ΓLLC		Sha	re 100.00	FSA F	hysical L	ocation	Sedgwick	, Kansas				NAP U	nit 8116	Signature Date	10/29/2019
Tract 1442	23 Summa	nry																
PP Cr/Co		Type Int Use GR	rr Pr Rpt U		Rpt Qty 89.54	_	P Cr/Co 1 GRAS	S Var/T	<del></del>	Use Irr	Pr Rpt Unit A	Rpt (		PP Cr/Co	Var/Type	Int Use Irr Pr	Rpt Unit	Rpt Qty
Photo Number/Legal Description: U-2 W1/2 SE1/4 12-25-2E																		
	Cro	pland: 91.42		Repo	rted on Cr	ropland: 9	1.42			Diffe	rence: 0.00			Reported	on Non-Cropla	nd: 0.00		

FSA - 578 (09-13-16)

Farm Number: 17233

Operator Name and Address C&T BARNHART LLC

## REPORT OF COMMODITIES FARM SUMMARY

PROGRAM YEAR: 2020

**DATE:** 03/10/2020

PAGE: 2

Original: MM Revision: JB Cropland: 91.42 Farmland: 98.12

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

C	C&T BARNHAF	RT LLC		Crop/ ommodity WHEAT	Variety/ Type HRW	<b>Share</b> 100.00	Crop/ Commodity GRASS	Variety/ Type SMO	<b>Share</b> 100.00	Crop Commo		riety/ Si Type	hare	Crop/ Commodity	Variety/ Type	Share
Planting Period 01	Crop/ Commodity WHEAT	Variety/ Type HRW	Intended Use GR	Irrigation Practice N	Reporting Unit A	Reported Quantity 89.54	Determined Quantity		Planting Period 01	Crop/ Commodity GRASS	Variety/ Type SMO	Intended Use FG	Irrigation Practice N	Reporting Unit A	Reported Quantity 1.88	Determined Quantity

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

Operator's Signature (By)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint\_filing\_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

2015342 8-48

STATE OF KANSAS ) SS

Assignment

Oct 4 10 15 in '01

STATE OF KANSAS

CAL LILEK KNOW ALL MEN BY FIRESE PRESENTS:

COUNTY OF SEDOWICK

For valuable consideration received, EQUILON ENTERPRISES LLC, a Delaware limited liability company ("Assignor") hereby transfers and assigns with special warranty of title set forth below, unto SEMINOLE TRANSPORTATION AND GATHERING, INC, a Deluware corporation ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the easements, leases, rights-of-way, permits or consents for pipelines and appurtenant facilities required for Seller's pipeline system, known as the Kunsas Crude Guthering System ("Grants"), which Grants are identified in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE rights and Grunts, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee, its successors and assigns, forever and Assignor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the rights and Grants unto Assignce, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

Assignce agrees to be bound by all the terms, conditions and covenants of each of the Grunts herein assigned.

This Assignment is subject to that certain unrecorded Purchase and Sale Agreement dated May 10, 2001, by and between Assignor and Assignee. In the event of a conflict between the terms of this Assignment and the Purchase and Sale Agreement, said Purchase and Sale Agreement shall prevail.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective July 1, 2001.

**EQUILON ENTERPRISES LLC** 

TERESA L. Black CLA HAll Estell Handwick ET AL 320 S Boston AVE # 400 TUSA, OK 74103

A CONTRACTOR OF THE PARTY OF TH

28.00

	SEMINOLE TRANSPORTATION AND GATHERING, INC.  By: Sund Decks, Je.  Title: Diectus Agaisilians
	Title
STATE OF TEXAS	)
COUNTY OF HARRIS	)
The foregoing instruction of the foregoing instruction of the second of	
My commission expires: 6	15 03
STATE OF TEXAS	Nitars Public, Super of Treas Als Commission Engines June 15, 2003
COUNTY OF HARRIS	)
The foregoing institute, 2001,  Director Acquisihase GATHERING, INC., on be	hy Geron Mecks Je, as for SEMINOLE TRANSPORTATION AND half of such corporation.
Witness my hand ur	Motory Public, State of Texas
My commission expires:	

Exhibit "A"
Kaneas Gathoring
Sedawick County

R/W No.	Grantor	Oranies	Description	Dale	Recording Det
30,2	Chicago, Rock Island and Pacific RR Company	Skelly Oil Company	Rail Road Crossing Permit MP 288,8 Oil pipeline crossing located at MP 288,8, north of Furley, KS, 9E/4 Sec. 9, T25S-R2E	4/19/55	unvocorded
30,3	Chicago, Rock Island and Pacific RR Company	Skelly Oil Company	Rail Road Crossing Permit Oil pipeline crossing located at MP 234.40 Sec. 9, T25S-R2E	10/17/49	unrecorded
31	Howard Ulmer et ux	Skelly Oil Company	Essement SW/4 Sec. 10, T25S-R2E	2/5/55	M339/378
32	Amil W. Efferts et al	Skelly Oil Company	Essement SW/4 Sec. 13, T255-R2E	1/21/55	M339/382
33	Alvin R. Sanders et ux	Skelly Oil Company	Essement E/2 SW/4, W/2 SE/4 Sec. 14, T25S-R2E	1/17/55	M339/381
33.1	Oliver G. Sandors of ux	Skelly Oil Company	Essement W/2 NE/4, E/2 NW/4 Sec. 14, T25S-R2E	2/17/55	M339/380
33.2	Peter Neuman of ux	Skelly Oll Company	Essement W/2 NW/4 Sec. 14, T25S- R2E	1/28/55	M339/379
33.3	John W. Wentworth and Francis W. Joseph, Co- executors of Will of Bertha E. Wentworth	Skelly Oil Company	Essement E/2 SE/4 Sec. 14, T25S- R2E	5/6/55	M344/221
33.4	John W. Wentworth and Francia W. Joseph, Co- executors of Will of Bertha E. Wentworth	Skelly Oil Company	Essement E/2 SE/4 Sec, 14, T25S- R2E	3/8/55	unrecord ed
35	Anna Boyke	Skelly Oil Company	Ensement N/2 NW/4 Sec. 24, T25S- R2E	2/10/55	M342/291
35.1	Anne E. Jones et vir	Skelly Oil Company	Essement E/2 NE/4 Sec. 24, T25S- R2E	2/16/55	M339/384
35.2	Anne E. Jones et vir	Skelly Oil Company	Cathodic Unit Easement E/2 NE/4 Sec. 24, 725S-R2E	11/20/55	M358/29
35.3	W. F. Parke et ux	Skelly Olf Company	Essement W/2 NE/4 Sec. 24, T255- R2E	2/16/55	M339/383
35.4	Skelly Oil Company	W. F. Porke et ux	Partial Release of Right of Way W/2 NE/4 Soc. 24, T25S-R2E, except a tract of land 50' on each aids of 12' Crude Line in W/2 NE/4 Sec. 24	3/26/58	unrecorde
36	Lloyd L. Edson et ux	Skelly Oil Company	Essement SE/4 Sec. 1, T26S-R2E	4/15/57	M396/188
37	Sara Dunn et al	Skelly Oli Company	Essement SE/4 Sec. 2, T26S-R2E	9/7/50	M284/351

#### 2122077 BISB RIGHT-OF-WAY EASEMENT

100 20017 MA2529 PAGEO545

er an annual to the contract the section of the contract of the

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more CHERYL E ENGEN (unmarried) (husband and wile) (hereafter called the 'Grantor(s)') for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grant unto Butler Rural Electric Cooperative Association, Inc., a Kansas cooperative corporation (hereafter called the "Cooperative"), and to its successors or assigns, a right-of-way easement upon the lands of the Grantor. \_\_\_, State of Kansas, and more particularly described as follows, such situated in the County of SEDGWICK 20 leet wirle: NE/414.25 S-2 E to construct, operate and maintain underground or overhead conduits or lines for the transmission and/or distribution of electric power on, under, along, over, and across the above-described lands end/or all waterways, streets, roads, highways or other areas reserved for public use of for the use of public utilities abutting said lands; to inspect and make such repairs, changes, elterations, improvements, removals from substitutions and additions to such facilities as the Cooperative may from time to time deem advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of wires; to cut. trim, and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots within or without such right-of-way that may interfere with or threaten to endanger such facilities, or which may be a hazard to such facilities in the opinion of the Cooperative by reason of falling on such facilities, and including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; to keep such facilities close of all buildings, structures or other obstructions except ordinary fences which do not constitute a hazard to or endanger such facilities and Grantor agrees not to construct any such improvements or obstructions within such right-of-way and not to construct any such improvements or obstructions without such right-of-way if such improvements or obstructions will constitute a hazard to or endanger such (acilities; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and rolated underground facilities, by any other person, association or corporation. If such facilities are to be for underground service, those is attached hereto and made part hereof a plat showing the location of the center line of said right-of-way. The Granter ogrees that all such facilities instated by the Cooperative shall remain the property of the Cooperative, removable at the option of the Copperative. It is understood and agreed that the Granior, his successors and assigns, may use the land within this easement for any purpose not inconsistent with the right hereby granted the Cooperative, provided such use does not interfere with or endanger the construction, operation or maintenance of such facilities. For the purposes of this easement, the Cooperative shall have the right of ingress and egross to, from and across the easement and the lands of the Granter adjacent thereto, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to the Granior. The Cooperative agrees that it will repair or replace any improvements and pay for any crops of the Grantor which it may damage in the construction, operation and maintenance of such facilities to the extent of the fair market value of such improvements and crops immediately prior to the damage except as to the improvements or vegetation with which the Cooperative is otherwise authorized to deal under the terms of this easement. The Grantor covenants that they are the owners of the above-described lands and have the right to correct this easement, that the Copperative shall have quiet and peaceable possession, use and enjoyment of this passement, and that said lands are free and clear of encumbrances and liens whetsoever. It is understood and agreed that the respective rights and duties of the Grantor and the Cooperative under the terms of this easement shall continue as rights and duties of their respective successor and essigns. Dates this 22 day of AUGUST STATE OF KANSAS, COUNTY OF SICK MINOL a before me, the undersigned, BE IT REMEMBER, THAT on this a Notary Public in and for the County and State aforesaid, came 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 official geal, the day and year lost above written. My Commission Expires: DINOINB

Butter REC, POBOX 1242, El Danel KS
6,0012

TLM2529 PAGEO546

STATE OF KAHSAS | SS SEP 13 | 02 PH '02 REGISTER OF DEEDS

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Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28585988

Receipt #: 1557119 Payes Recorded: 2

Recording Fee: \$12.00

Cashier Initials: MLB Authorized By:

Date Recorded: 7/1/2004 4:34:52 PM

Grantor	CALVERT BENJAMIN A
Grantee	BUTLER RURAL ELECTRIC COOPERATIVE ASSOCIATION INC
Type of Document	EASEMENTS
Recording Fees	\$12.00
Mtg Reg Tax	\$0.00
Total Amount	\$12.00
Return Address	BUTLER REC
	BOX 1242
,	EL DORADO KS 67042

#### RIGHT-OF-WAY EASEMENT

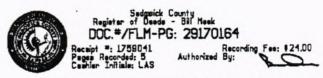
RIGHT-OF-WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more DEN GIMIN)
A. & OR Vicki LYNN Calvert
(unmarried) (husband and wife) (hereafter called the "Grantor(s)") for good and valuable consideration, the receipt whereof is here acknowledged, hereby grant unto Butler Rural Electric Cooperative Association, Inc., a Kansas cooperative corporation (hereaft called the "Cooperative"), and to its successors or assigns, a right-of-way easement upon the lands of the Granto
situated in the County of $3edgwick$ , State of Kansas, and more particularly described as follows, suright-of-way to be $20'$ feet wide: $NE/4$ $14-255-2E$
right-of-way to be 20 feet wide: NE/4 14-255-2 C
to construct, operate and maintain underground or overhead conduits or lines for the transmission and/or distribution of elect power on, under, along, over, and across the above-described lands and/or all waterways, streets, roads, highways or other are reserved for public use of for the use of public utilities abutting said lands; to inspect and make such repairs, changes, alteration improvements, removals from substitutions and additions to such facilities as the Cooperative may from time to time deed advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of wires; to contribute the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots within or without such right-of-way that may interfere with or threaten to endanger such facilities, or which may be a hazard to such facilities in the opinion of the Cooperative by reason of falling on such facilities, and including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; to keep such facilities clear of buildings, structures or other obstructions except ordinary fences which do not constitute a hazard to or endanger such facilities are improvements or obstructions without such right-of-way and not to construct any such improvements or obstructions will constitute a hazard to or endanger such facilities; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system placed underground, of the trench and related underground facilities, by any other person, association or corporation.
If such facilities are to be for underground service, there is attached hereto and made part hereof a plat showing the location of the center line of said right-of-way.
The Grantor agrees that all such facilities installed by the Cooperative shall remain the property of the Cooperative removable at the option of the Cooperative.
It is understood and agreed that the Grantor, his successors and assigns, may use the land within this easement for a purpose not inconsistent with the right hereby granted the Cooperative, provided such use does not interfere with or endanger the construction, operation or maintenance of such facilities.
For the purposes of this easement, the Cooperative shall have the right of ingress and egress to, from and across the easement and the lands of the Grantor adjacent thereto, such right to be exercised in such manner as shall occasion the lead practicable damage and inconvenience to the Grantor.
The Cooperative agrees that it will repair or replace any improvements and pay for any crops of the Grantor which it makes in the construction, operation and maintenance of such facilities to the extent of the fair market value of such improvement and crops immediately prior to the damage except as to the improvements or vegetation with which the Cooperative is otherwise authorized to deal under the terms of this easement.
The Grantor covenants that they are the owners of the above-described lands and have the right to convey this easement that the Cooperative shall have quiet and peaceable possession, use and enjoyment of this easement, and that said lands are free and clear of encumbrances and liens whatsoever.
It is understood and agreed that the respective rights and duties of the Grantor and the Cooperative under the terms of the easement shall continue as rights and duties of their respective successor and assigns.
Dates this 15 day of SUNC 2004.
Domas A Glw
(Maching land)
STATE OF KANSAS, COUNTY OF SEDWICK, SS.
BE IT REMEMBER, THAT on this 15 day of June , 20 04, before me, the undersigne
a Notary Public in and for the County and State aforesaid, came Benjamin A Calvid. V  Who are personally known to me to be the same personally kno
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
Notary Public

A. CAROL A. McDONALD

Notary Public - State of Kansas

My Appt. Expires 3-14-2005

My Commission Expires: 2-14-2005



Date Recorded: 9/23/2010 4:57:32 PM

#### **RIGHT OF WAY GRANT WITH OPTION**

GRANTOR: Duane Sanders and Isabella A. Sanders Revocable Trust

**GRANTEE: Jayhawk Pipeline, LLC** 

Total No. of pages: \$ 5

Amount Paid \$28.00 24.00

RETURN TO: Jayhawk Pipeline, LLC

Mr. David Lackey

2000 South Main St.

McPherson, KS 67460

Parcel #: 5-018 County: Sedgwick State: Kansas Parcel #: S-018 County: Sedgwick State: Kansas

#### RIGHT OF WAY GRANT WITH OPTION

FOR AND IN CONSIDERATION OF the sum of One Hundred Forty Eight Dollars and Eighty Four Cents (\$148.84) and other valuable consideration, the receipt of which is hereby acknowledged, Duane Sanders and Isabella A Sanders Revocable Trust, Duane Sanders and Isabella A Sanders, Trustees having a mailing address 11926 N 127th Street E, Valley Center, Kansas 67147 hereinafter referred to as "Grantor(s)" (whether one or more) hereby warrants and conveys unto JAYHAWK PIPELINE L.L.C., its successors and assigns, hereinafter referred to as "Grantee", an easement, hereinafter referred to as the ("Easement") to lay, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter, relocate, remove, replace, and repair a pipeline for the transportation of oil, gas, water, and any product or by-product thereof, and all appurtenances, equipment and facilities necessary or incidental thereto, including without limitation above ground appurtenances such as valves, test lead posts and markers (the pipeline and all appurtenances herein after referred to as the "Pipeline"), along, on, over and through, a portion of the following described land(s), of which Grantor(s) warrant that he/she/they are the owner(s) in fee simple, hereinafter referred to as the ("Premises"), situated in the East Half of the Northwest Quarter of Section 14, Township 25 South, Range 2 East, Sedgwick County State of Kansas and as more fully described in Book 2331 Page 962 of official records.

The location and course of said right-of-way and easement is more depicted on Exhibit A attach hereto.

Prior to the commencement of the actual construction of the pipeline hereunder, Grantee shall pay to the Grantor the sum of One Thousand Three Hundred Thirty Nine Dollars and Fifty Six Cents (\$1339.56) (hereinafter called "additional payment"), which sum, together with the consideration recited above, shall constitute the full consideration for the right-of-way and easement herein granted, it being understood and agreed, however, that Grantee is not obligated to construct said pipeline hereunder or to make additional payment unless it shall elect to do so. In the event said additional payment is not made to Grantor prior to the expiration of one (1) year from the date hereof, the right-of-way and easement herein granted shall terminate.

This grant is subject to the following:

Grantee shall:

Compensate Grantor for damage done to any growing crops, irrigation equipment, buildings, fences, roadways and any other improvements as a direct result of Grantee's activities on the Premises.

Have the right to remove, cut, trim, and keep clear all obstructions, trees, brush, and objects that may injure, endanger or interfere with Grantee's use of the Easement.

24.

Indemnify the Grantor from all liabilities, damages, and claims arising from Grantee's activities on or relating to the Easement (including liabilities, damages and claims arising from spills, leaks or other releases from the pipeline), except to the extent any such liabilities, damages, or claims arise as a result of the negligence or other fault of Grantor or its affiliates, or their officers, agents, employees, contractors, or subcontractors.

As soon as reasonably possible after completion of any construction activities, fully restore the surface of the Premises as nearly as practical to the condition that existed prior to such

construction.

Grantee has paid the sum of Forty Dollars (\$40.00) per rod for each rod of pipeline constructed, any balance shall be payable to the Grantors following construction and

completion of the final survey.

Grantor reserves the right to full use and enjoyment of the Premises, except for the rights herein granted, provided that such use and enjoyment shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, and that no building, reservoir, structure, improvement, obstruction or impediment (including, but not limited to, the planting of trees, drilling, paving, undercutting or alteration of ground level) shall be constructed on the Easement without Grantee's written consent.

This grant shall include the right of unimpaired ingress to and egress from the Easement as

needed to exercise the rights herein granted.

This grant shall be perpetual unto the Grantee. Grantee may assign the Easement and all

rights herein granted, either in whole or in part, subject to the terms of the grant.

Each of the undersigned represents, covenants and warrants that they own all of the fee title to the Premises, free and clear of any liens and encumbrances not shown in the public real estate records that could materially and adversely effect this grant, and that each has the right and authority to execute this instrument. If the interest of Grantors in the above described land is less that the entire and undivided fee simple estate therein, then any payments hereunder shall be paid to Grantors in the proportion which Grantors' interest bears to the whole and undivided fee.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns, and legal representatives

EXECUTED this 3/ day of march, 2008

GRANTOR (S)

Duane Sanders, TRUSTEE OF THE DUANE SANDERS AND ISABELLA A. SANDERS REVIEWBLE TRUST

Isabella A Sanders, TRUSTEE II

#### ACKNOWLEDGMENT

State of Kansas County of Butler

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of Mach. 2008 personally appeared	3
31 St day of March, 2008 personally appeared	i
Duane Sanders and Isabella A. Sanders.	
TRUSTERS OF THE DUANE SANDERS AND ISABELL A SANDERS TRUST	

To me personally known to be the identical person(s) who executed the within and foregoing instrument.

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

Notary Public Orcher

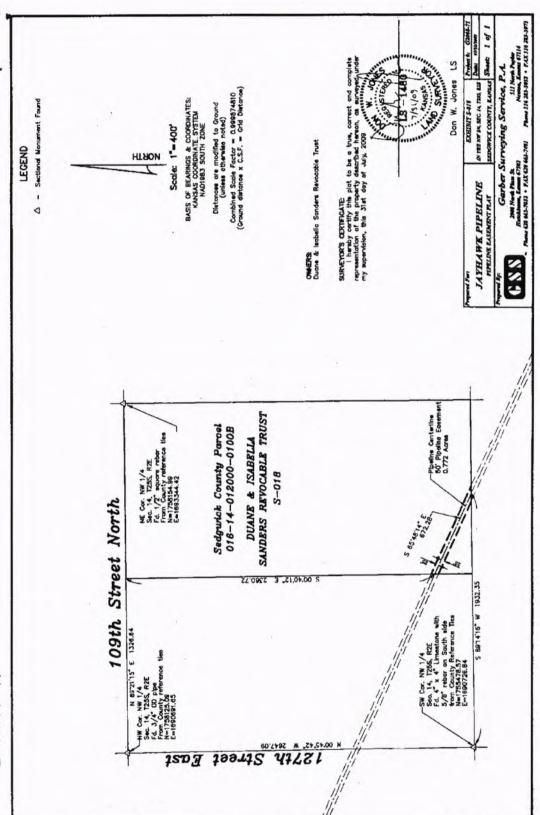
My commission expires 9-21-2008

(SEAL)

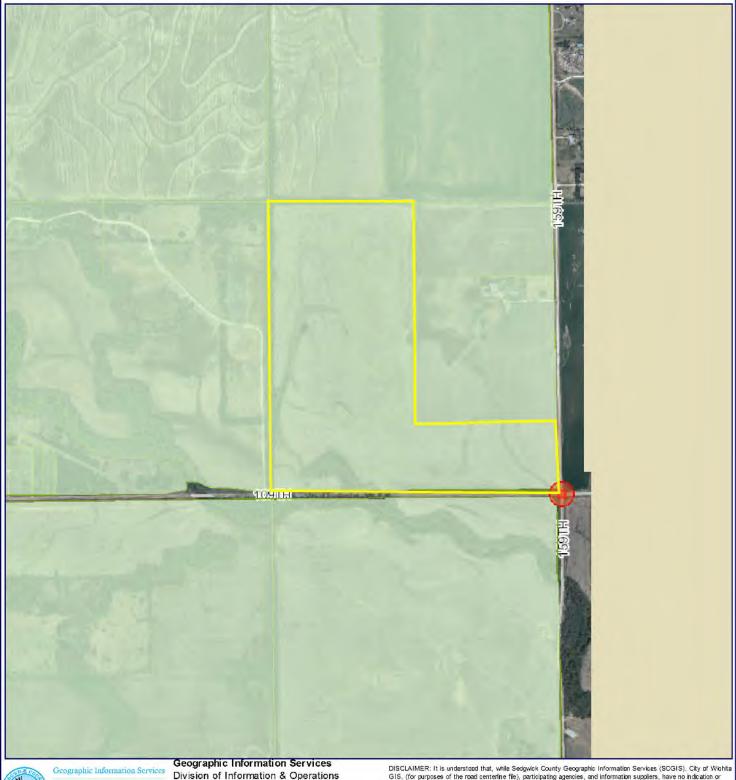
SUE ARCHER

Notary Public - State of Kansas

My Appt. Expires 9-21-2008



## 97.69 +/- Acres, Benton, KS 67017 Zoning - Rural Residential



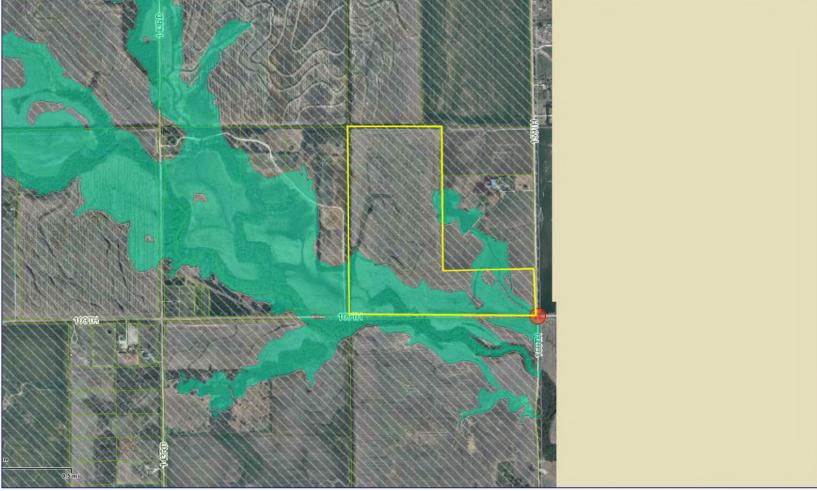


Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174

Wed Feb 26 13:41:07 GMT-0600 2020

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## 97.69 +/- Acres, Benton, KS 67017 Flood Zone



Geographic Information Services

Sedgwick County...

working for you

Geographic Information Services Division of Information & Operations www.sedgwickcounty.org/gis 525 N. Main, Suite 212, Wichita, KS 67203 Tel: 316.660.9290 Fax: 316.262.1174 DISCLAIMER: It is understood that, while Sedguick Courty Geographic Information Services (SCGIS), City of Wichta GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided. SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of be implied with respect to the information, that or service furnishes the rein. In no event shall the Data Providers become lable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwil, arising from the use, operation or modification of the data. In using these data, users further agrees to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use

Wed Feb 26 13:41:07 GMT-0600 2020

#### Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

\_

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood H

Α

F

ΑE

AE,

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AC

AO

X - Area of Special Consideration

X AREA OF SPECIAL CONSIDER

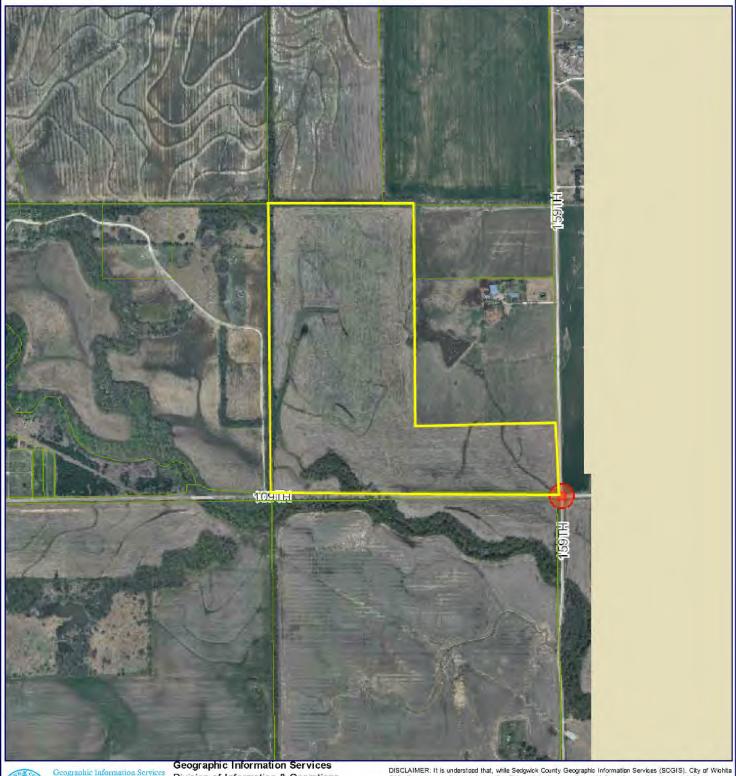
X

X,

Area Not Included



# 97.69 +/- Acres, Benton, KS 67017 Aerial





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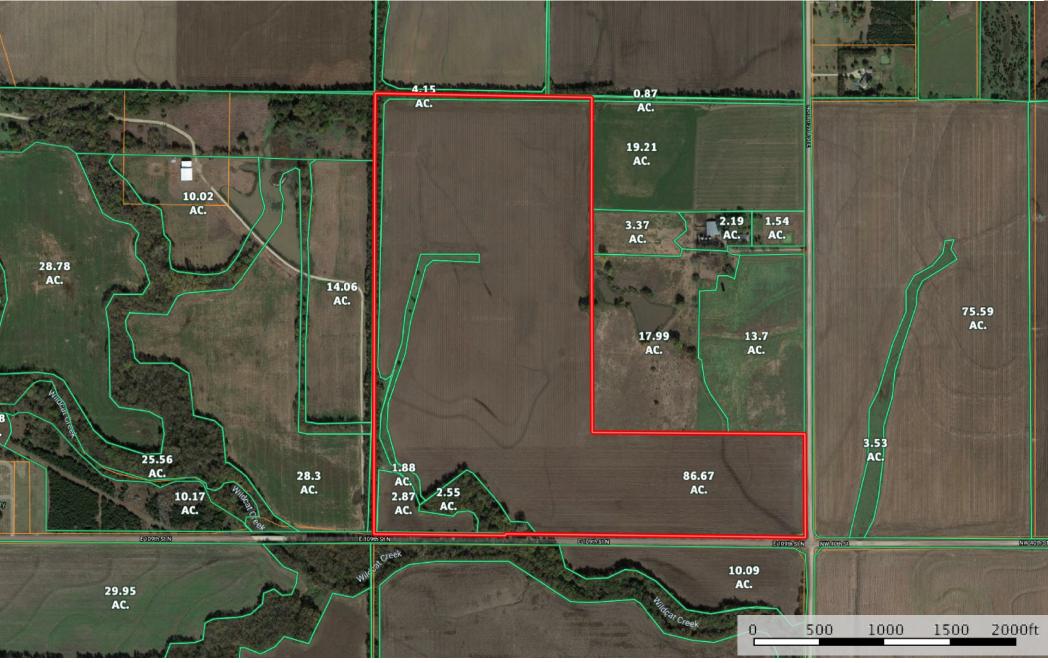
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### 97.69 +/- Acres, Benton, KS 67017

Sedgwick County, Kansas, 97.69 AC +/-

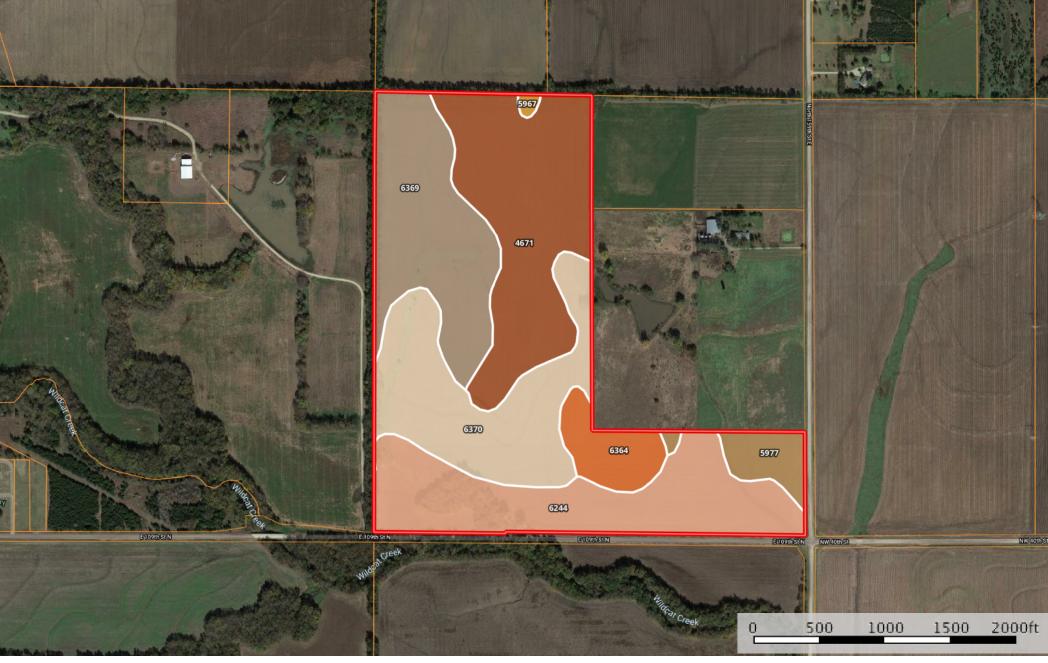




**Boundary** 

Sedgwick County, Kansas, 97.69 AC +/-





**Boundary** 

### | Boundary 97.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
5977	Vanoss silt loam, 1 to 3 percent slopes	3.9	4.0	2e
6364	Milan clay loam, 3 to 6 percent slopes, eroded	5.2	5.35	3e
6370	Milan loam, 3 to 6 percent slopes	20.8	21.29	3e
5967	Tabler silty clay loam, 0 to 1 percent slopes	0.3	0.35	2s
4671	Irwin silty clay loam, 1 to 3 percent slopes	25.1	25.65	3s
6369	Milan loam, 1 to 3 percent slopes	19.8	20.26	2e
6244	Elandco silt loam, rarely flooded	22.6	23.11	1
TOTALS		97.9	100%	2.29

Capability Legend											
Increased Limitations and Hazards											
Decreased Adaptability and Freedom of Choice Users											
Land, Capability											
	1	2	3	4	5	6	7	8			
'Wild Life'	•	•	•	•	•	•	•	•			
Forestry	•	•	•	•	•	•	•				
Limited	•	•	•	•	•	•	•				
Moderate	•	•	•	•	•	•					
Intense	•	•	•	•	•						
Limited	•	•	•	•							
Moderate	•	•	•								
Intense	•	•									
Very Intense	•										

### **Grazing Cultivation**

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water



#### **TERMS AND CONDITIONS**

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

- 1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale.
- The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
- 3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
- 4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
- 5. The Real Estate is not offered contingent upon financing.
- 6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
- 7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
- 8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
- 9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the



- protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
- 10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
- 11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
- 12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guests or minors accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
- 13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
- 14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
- 15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
- 16. McCurdy reserves the right to establish all bidding increments.
- 17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
- 18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
- 20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
- 22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

## GUIDE TO AUCTION COSTS

#### WHAT TO EXPECT

#### THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (If Applicable)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest,
   Statement Fees, Reconveyance Fees and Any
   Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (If Applicable)

#### THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (If Applicable)
- Notary Fees (If Applicable)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (If Applicable)
- All New Loan Charges (If Obtaining Financing)
- Lender's Title Policy Premiums (If Obtaining Financing)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (If Applicable)





