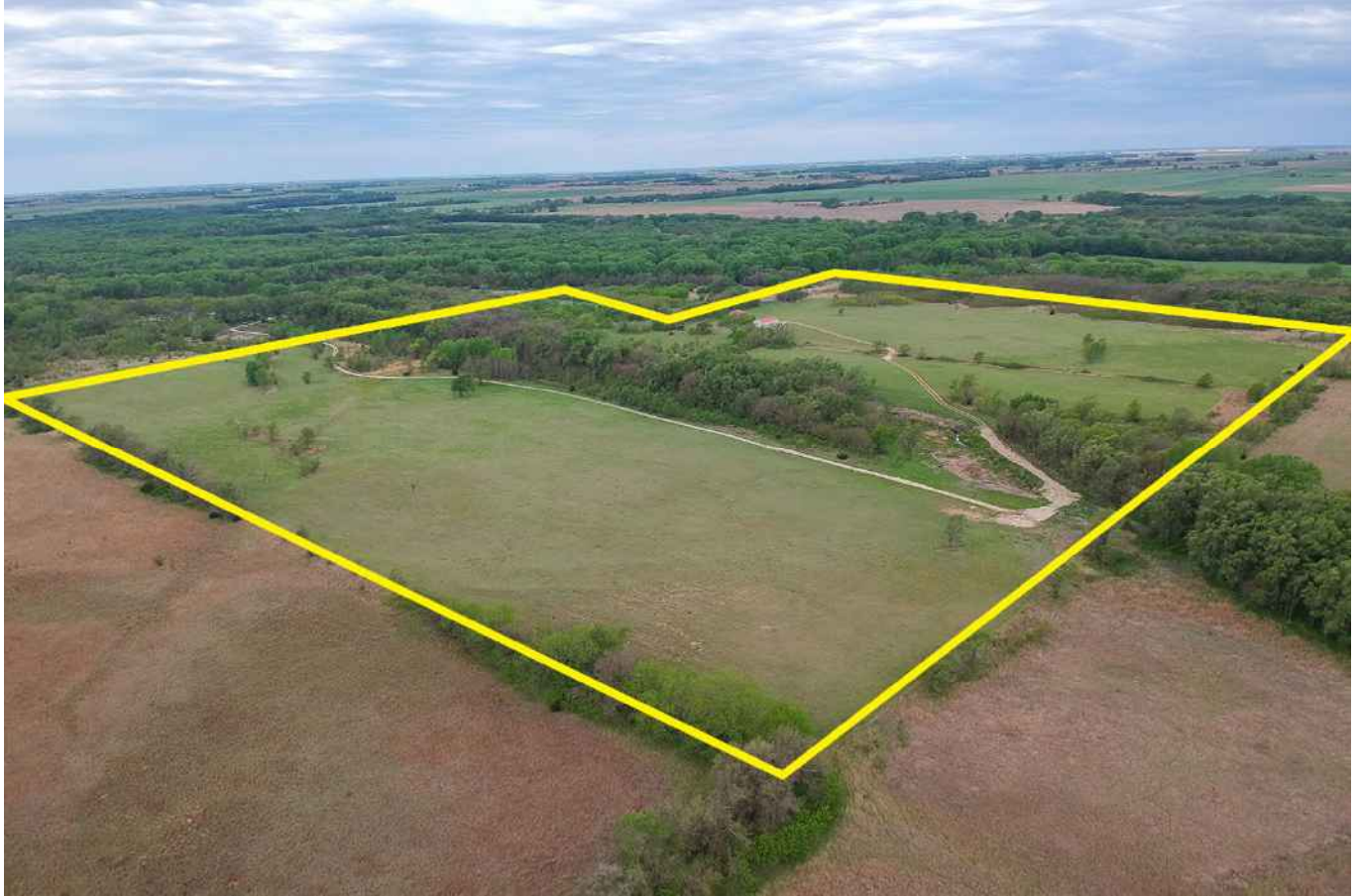


PROPERTY INFORMATION PACKET

THE DETAILS



1700 E. Parallel Rd. | Pretty Prairie, KS 67570

AUCTION: Bidding Ends: Thursday, June 4th 2020 @ 2:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



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WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
AVERAGE UTILITIES
DRIVEWAY EASEMENT
PERMITS
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
SOIL MAP
SOIL MAP REPORT
TERMS AND CONDITIONS
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.

ALL FIELDS CUSTOMIZABLE



MLS # 580965
Status Active
Contingency Reason
Area R12 - Pretty Prairie
Address 1700 E PARALLEL RD
City Pretty Prairie
Zip 67570
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	2	Approx. AGLA	768
Total Bedrooms	2.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Baths	1	Approx. TFLA	768
Garage Size	0	Lot Size/SqFt	3317965
Basement	None	Number of Acres	76.17
Levels	One Story		
Approximate Age	5 or Less		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	11 x 9
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Concrete
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	1-800-301-2055	Living Room Dimensions	20 x 19
Year Built	2018	Living Room Flooring	Concrete
Parcel ID	20155-279-32-0-00-00-004.01	Kitchen Level	Main
School District	Haven Public Schools (USD 312)	Kitchen Dimensions	10 x 15
Elementary School	Haven	Kitchen Flooring	Concrete
Middle School	Haven	Room 4 Type	Bedroom
High School	Haven	Room 4 Level	Main
Subdivision	CASTLETON TOWNSHIP	Room 4 Dimensions	11 x 19
Legal	CASTLETON TOWNSHIP, S32, T25, R05W, ACRES 76.1, E/2 NW 1/4 SW/4 AND NE/4 SW/4 AND A TR BEG AT SE COR S	Room 4 Flooring	Concrete
List Date	5/1/2020	Room 5 Type	
Display Address	Yes	Room 5 Level	
Sub-Agent Comm	0	Room 5 Dimensions	
Buyer-Broker Comm	3	Room 5 Flooring	
Transact Broker Comm	3	Room 6 Type	
Variable Comm	Non-Variable	Room 6 Level	
Days On Market	19	Room 6 Dimensions	
Input Date	5/8/2020 2:24 PM	Room 6 Flooring	
Update Date	5/20/2020	Room 7 Type	
Status Date	5/8/2020	Room 7 Level	
Price Date	5/8/2020	Room 7 Dimensions	
		Room 7 Flooring	
		Room 8 Type	
		Room 8 Level	
		Room 8 Dimensions	
		Room 8 Flooring	
		Room 9 Type	
		Room 9 Level	
		Room 9 Dimensions	
		Room 9 Flooring	
		Room 10 Type	
		Room 10 Level	
		Room 10 Dimensions	
		Room 10 Flooring	
		Room 11 Type	
		Room 11 Level	
		Room 11 Dimensions	
		Room 11 Flooring	

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions (Pretty Prairie) W. 61st St. N. (Silver Lake Rd) & N. 295th St. W. - West to S. yoder Rd., North to E. Parallel Rd., West to Home.

FEATURES

ARCHITECTURE Ranch	FLOOD INSURANCE Unknown	APPLIANCES Dishwasher Disposal Microwave Refrigerator Range/Oven	WARRANTY No Warranty Provided
EXTERIOR CONSTRUCTION Log Vinyl/Metal Siding	UTILITIES Septic Private Water	MASTER BEDROOM Master Bdrm on Main Level	OWNERSHIP Corporate non-REO
ROOF Metal	BASEMENT / FOUNDATION None	LAUNDRY Main Floor 220-Electric	PROPERTY CONDITION REPORT Yes
LOT DESCRIPTION Irregular River/Creek Wooded	BASEMENT FINISH None	INTERIOR AMENITIES Ceiling Fan(s) Owned Water Softener Window Coverings-All	DOCUMENTS ON FILE Lead Paint Sellers Prop. Disclosure
FRONTAGE Unpaved Frontage	COOLING Central Electric	POSSESSION At Closing	SHOWING INSTRUCTIONS Appt Req-Call Showing #
EXTERIOR AMENITIES Covered Patio Security Light Outbuildings	HEATING Forced Air Electric	PROPOSED FINANCING Other/See Remarks	LOCKBOX Combination
GARAGE None	DINING AREA Living/Dining Combo		TYPE OF LISTING Excl Right w/o Reserve
	KITCHEN FEATURES Pantry Electric Hookup		AGENT TYPE Sellers Agent

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$1,172.90	Home Warranty Purchased	Unknown
General Tax Year	2019	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$99.81		
Total Specials	\$99.81		

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Friday, May 15th, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, June 4th, 2020 at 2:00 PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. No scheduled open house. Property will be available to preview by appointment only. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! 2-Year Old Retreat Home furnished! What a great opportunity to purchase a retreat home on 76 +/- acres in Pretty Prairie, Kansas! This property is just a short drive away from Cheney Lake and approximately 45 minutes from Wichita located just south of K-96. Seller's have a 2/3-1/3 crop share agreement with the farmer for hay. The home and shop/farm building were just built in 2018! This quaint home features metal siding with a log front, giving it a lot of character, and a metal roof. There is also a large covered front porch with double ceiling fans. Adjacent to the home is the impressive 50 X 30 shop/farm building with two 10Ft overhead doors, concrete flooring, lighting and a metal roof. There are also waste hookups for an RV/camper. The property uses a water well for drinking and irrigation along with a septic system, and all new electric. You can enjoy watching the wildlife that comes through the land, especially deer and turkey, in the two blinds that transfer with the property. The fully furnished cabinesk home has an open floor plan with the living/dining combination opening up to the kitchen. There is finished concrete flooring throughout the home. Appliances included with the kitchen are the new stainless steel dishwasher, microwave, oven and refrigerator. Washer and dryer hookups are available off the kitchen. Two bedrooms and a full bathroom with a tub/shower combination complete the home. This property has so much to offer. Call today for a showing! All personal property remains except for all the hand tools, air compressor, mower, tractor and Ford bench on front porch. All mineral rights transfer to buyer. *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 \$30,000.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdyauction.com	Auction Offering	Real Estate Only
Auction Date	5/15/2020	Auction Start Time	2:00 PM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	30,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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ALL FIELDS CUSTOMIZABLE



MLS # 581067
Class Land
Property Type Farm
County Reno
Area R12 - Pretty Prairie
Address 1700 E PARALLEL RD
Address 2
City Pretty Prairie
State KS
Zip 67570
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Date	5/1/2020
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Single Family	VOW: Allow 3rd Party Comm	Yes
Parcel ID	20155-279-32-0-00-00-004.01	Sub-Agent Comm	0
Number of Acres	76.17	Buyer-Broker Comm	3
Price Per Acre		Transact Broker Comm	3
Lot Size/SqFt	3317965	Variable Comm	Non-Variable
School District	Haven Public Schools (USD 312)	Virtual Tour Y/N	
Elementary School	Haven		
Middle School	Haven		
High School	Haven		
Subdivision	CASTLETON TOWNSHIP		
Legal	CASTLETON TOWNSHIP, S32, T25, R05W, ACRES 76.1, E/2 NW/4 SW/4 AND NE/4 SW/4 AND A TR BEG AT SE COR S		

DIRECTIONS

Directions (Pretty Prairie) W. 61st St. N. (Silver Lake Rd) & N. 295th St. W. - West to S. yoder Rd., North to E. Parallel Rd., West to Home.

FEATURES

SHAPE / LOCATION	IMPROVEMENTS	SALE OPTIONS	AGENT TYPE
Rectangular	Farm House	None	Sellers Agent
Irregular	OUTBUILDINGS	EXISTING FINANCING	OWNERSHIP
TOPOGRAPHIC	Equipment Barn	Other/See Remarks	Corporate
Rolling	Shop	PROPOSED FINANCING	TYPE OF LISTING
Stream/River	MISCELLANEOUS FEATURES	Other/See Remarks	Excl Right w/o Reserve
PRESENT USAGE	Water Access	POSSESSION	HOUSE FEATURES
Pasture	DOCUMENTS ON FILE	At Closing	2 Bedrooms
ROAD FRONTAGE	Aerial Photos	SHOWING INSTRUCTIONS	BUILDER OPTIONS
Paved	Sellers Prop. Disclosure	Call Showing #	Open Builder
UTILITIES AVAILABLE	FLOOD INSURANCE	LOCKBOX	
Electricity	Unknown	Combination	

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,172.90
General Tax Year	2019
Yearly Specials	\$99.81
Total Specials	\$99.81
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	

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AUCTION

Auction Date	5/15/2020	Auction Location	www.mccurdyauction.com
Auction Offering	Real Estate Only	Auction Start Time	2:00 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	6/3/2020 by 5:00 PM	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





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Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 1700 E. Parallel Rd - Pretty Prairie, KS

Seller: Triple D Properties LLC

Date of Purchase:

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

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

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

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

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

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

PART I

APPLIANCES					ELECTRICAL						
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
☐	☐	☒	☐	☐	Disposal	☒	☐	☐	☐	Smoke/Fire Detectors	
☐	☐	☒	☐	☐	Dishwasher	☐	☐	☒	☐	Light Fixtures	
☐	☐	☒	☐	☐	Oven	☐	☐	☒	☐	Switches/Outlets	
☐	☐	☒	☐	☐	Range (Circle One) ☐ Gas ☒ Electric	☐	☐	☒	☐	Ceiling Fan(s)	
☐	☐	☒	☐	☐	Microwave	☐	☐	☒	☐	Bathroom Vent Fan(s)	
					Built in (Circle One) ☐ YES ☐ NO	☒	☐	☐	☐	Telephone Wiring/Blocks/Jacks	
☐	☐	☒	☐	☐	Range Hood	☒	☐	☐	☐	Door Bell	
					Vented Outside (Circle One) ☐ YES ☐ NO	☒	☐	☐	☐	Intercom	
☒	☐	☒	☐	☐	Kitchen Refrigerator	☒	☐	☐	☐	Garage Door Opener	
☒	☐	☐	☐	☐	Clothes Washer	# of Remotes: ☒		☐	☐	Keypad Entry: (Circle One) ☐ YES ☐ NO	
☒	☐	☐	☐	☐	Clothes Dryer	☒	☐	☒	☐	Aluminum Wiring	
☒	☐	☐	☐	☐	Trash Compactor	☐	☐	☒	☐	Copper Wiring	
☒	☐	☐	☐	☐	Central Vacuum	☐	☐	☒	☐	220 Volt	
☒	☐	☐	☐	☐	Exterior Attached Gas Grill	☒	☐	☐	☐	Service Panel Total Amps	
☐	☐	☒	☐	☐	Other: HOOK UPS	☒	☐	☐	☐	Security System	
☐	☐	☐	☐	☐	Other: FOR WASHER &					(Circle One) ☐ Own ☐ Rent/Financed	
☐	☐	☐	☐	☐	Other: DRYER AVAILABLE					Company	
☐	☐	☐	☐	☐	Other:	Comments: RV HOOK UP / ELEC.					
Comments: RANGE / REFRIG. / MW						CAMPER WASTE					
NEW 1 YEAR AGO											

BUYER'S INITIALS: _____

Pg 1 of 7

SELLER'S INITIALS: BRE

WATER/SEWAGE SYSTEMS (See Part II Also)				HEATING & COOLING SYSTEMS			
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.	TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.		
None Does Not Transfer	Working Not Working Don't Know		None Does Not Transfer	Working Not Working Don't Know			
☒	☒	Sewage Systems	☒	☒	Cooling System		
☒	☐	Sump Pump	☐	☐	Type		
☒	☐	Backup Sump Pump/Battery	☐	☐	Age		
☐	☒	Plumbing	☐	☒	Heating System		
		Type	<u>1 YEAR</u>		Age		
☐	☒	Water Heater (Circle One) ☒ Elect ☐ Gas	<u>HEAT PUMP</u>		Type		
<u>1 YEAR / 30 GAL</u>		Size & Age	<u>1 YEAR</u>		Age		
☒	☐	Instant Hot Water	☒	☐	Window/Wall Air Conditioning Units		
☒	☐	Water Softener	☒	☐	Electronic Air Filter		
		(Circle One) ☐ Own ☐ Rent/Lease	☒	☐	Humidifier		
		Company	☒	☐	Fireplace		
☒	☐	Water Purifier/Reverse Osmosis	☒	☐	Fireplace Insert		
☒	☐	Underground Sprinkler System	☒	☐	Wood burning Stove		
		Backflow Device (Circle One) ☐ YES ☒ NO			Chimney/Flue - Date Last Cleaned		
		Date Last Tested or Inspected	☒	☐	Gas Log Lighter		
☒	☐	Pool Equipment	☒	☐	Whole House Attic Fan		
☒	☐	Hot Tub/Spa	☒	☐	Solar Equipment		
<u>WATER HEATER SIZE</u>			☒	☐	Propane Tank		
<u>APPROX. SIZE</u>					(Circle One) ☐ Own ☐ Rent/Lease		
					Company		
Comments:							
MEDIA							
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.	Any Additional Comments for Part I:				
None Does Not Transfer	Working Not Working Don't Know						
☒	☐	Satellite Dish					
☒	☐	# of Rcvrs/Remotes					
☒	☐	Attached Antennas					
☒	☐	Cable TV Wiring/Jacks					
☒	☒	Attached Television Mount(s)					
☒	☐	Projector(s)					
☒	☐	Projector Screen(s)					
☒	☐	Surround Sound Speakers					
☒	☐	Wired for Surround Sound					
Comments:							

BUYER'S INITIALS: _____

SELLER'S INITIALS: BFE

PART II

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

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

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

BUYER'S INITIALS: _____

Pg 3 of 7

SELLER'S INITIALS: BRE

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

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

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☐	☒	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
☐	☒	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☒ Drinking Well	☐ Irrigation Well ☐ Geo-Thermal Well
			Type: _____ Location: _____ Depth: 65	
			Type: _____ Location: _____ Depth: _____	
			Type: _____ Location: _____ Depth: _____	
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____ Location: _____	
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____	
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				
YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☐	☒	☐	Sump Pump(s) Location(s): _____	
☐	☒	☐	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR	
Additional Comments:				
YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____ Warranty Expiration Date: _____	
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☒	☐	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				
TERMITE TREATMENT COMPLETED				
UNDER SLAB DURING CONST.				

BUYER'S INITIALS: _____

Pg 4 of 7

SELLER'S INITIALS: BRE

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☐	☐	☒	Do mineral rights convey to buyer? If NO, please define:
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☐	☒	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☒	☐	Other:
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?
Comments:			
YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☐	☒	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☒	☐	☐	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☐	☐	☒	Does fencing belong to the property? If YES, which sides?
☒	☐	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☒	☐	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☒	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☒	☐	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area?
			(Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING
Comments: REF. DRIVEWAY EASEMENT			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: BR

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

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

BUYER'S INITIALS: _____

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SELLER'S INITIALS: BE

SELLER'S ACKNOWLEDGEMENT

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

Seller is occupant: ☒ YES ☐ NO

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

SELLER: Bruce T. Elliott 5-1-20 SELLER: _____
Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

1. I have personally inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of the property.

2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.

3. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____

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

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

BUYER: Bruce T. Elliott 5-1-20 BUYER: _____
Date Date

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright March 2014.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 Property Address: 1700 E. Parallel Rd - Pretty Prairie, KS
2 Seller: TRIPLE D PROPERTIES LLC Date of Purchase: SPRING 2018
3 Property currently zoned as: _____

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

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

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

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

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

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

PART I

Indicate the condition of the following items by marking the appropriate box.
Check only one box for each item.

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

20 ☐ ☐ ☒ ☐ ☐ Well/Pump _____
21 ☐ ☐ ☒ ☐ ☐ Drinking _____ Irrigation _____
22 ☐ ☐ ☒ ☐ ☐ Location _____
23 ☐ ☐ ☒ ☐ ☐ Depth 65'
24 ☐ ☐ ☒ ☐ ☐ Type _____
25 ☐ ☐ ☒ ☐ ☐ If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No
26 ☐ ☐ ☒ ☐ ☐ Is the property connected to ☐ city ☐ rural water systems?
27 ☐ ☐ ☒ ☐ ☐ Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____
28 ☒ ☐ ☐ ☐ ☐ Cistern _____
29 ☒ ☐ ☐ ☐ ☐ Other _____
30 ☒ ☐ ☐ ☐ ☐ Comments: _____
31 _____
32 _____

DRAINAGE/SEWAGE SYSTEMS

33 ☐ ☐ ☒ ☐ ☐ Sewer Lines _____
34 ☐ ☐ ☒ ☐ ☐ Septic/Laterals _____
35 ☒ ☐ ☐ ☐ ☐ Lagoon _____
36 ☐ ☐ ☒ ☐ ☐ Tank Size 1000 GAL. Location _____
37 ☐ ☐ ☒ ☐ ☐ # Feet of Laterals 130
38 ☒ ☐ ☐ ☐ ☐ Other _____
39 ☒ ☐ ☐ ☐ ☐ Other _____
40 ☒ ☐ ☐ ☐ ☐ Comments: _____
41 _____
42 _____

Ther
Chandry Seller's Initials BFE
Rev. 7/18 316-706-8946 Farman

Buyer's Initials _____

PART II

Answer questions to the best of your (Seller's) knowledge.

Yes No Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ Is there a propane tank on the property?
- 44 ☐ ☒ If yes, is it ☐ owned ☐ leased?
- 45 ☐ ☒ Is gas connected to property?
- 46 ☐ ☒ If not, distance to nearest source? _____
- 47 ☒ ☐ Is electricity connected to property?
- 48 ☐ ☒ If not, distance to nearest source? _____
- 49 ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
- 50 ☐ ☒ If yes, please explain: _____
- 51 _____
- 52 Comments: _____
- 53 _____

DRAINAGE/SEWAGE SYSTEMS

- 54 ☐ ☒ ☐ Is property connected to a public sewer system?
- 55 ☐ ☒ If yes, no explanation required.
- 56 ☒ ☐ ☐ Is there a septic tank/lagoon system serving this property?
- 57 ☐ ☒ If yes, when was it last serviced? Date INSTALL DME:
- 58 ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
- 59 ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
- 60 ☐ ☒ Is the property located in a subdivision with a master drainage plan?
- 61 ☐ ☒ If so, is this property in compliance?
- 62 ☐ ☒ Has the property ever had a drainage problem during your ownership?
- 63 ☐ ☒ Do you currently pay flood insurance?
- 64 ☐ ☒ Other drainage/sewage systems and their conditions: ALL NEW & IN GOOD CONDITION
- 65 Comments: _____
- 66 _____

BOUNDARIES/LAND

- 67 ☐ ☐ Have you had a survey of your property?
- 68 ☒ ☐ ☐ Are the boundaries of your property marked in any way?
- 69 ☒ ☐ ☐ Is there any fencing on the boundary(ies) of the property?
- 70 ☒ ☐ ☐ If yes, does the fencing belong to the property?
- 71 ☐ ☒ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
- 72 ☒ ☐ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
- 73 ☐ ☐ ☐ Is this property owner responsible for maintenance of any such shared feature?
- 74 ☐ ☒ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
- 75 _____
- 76 Comments: _____
- 77 _____
- 78 _____

HOMEOWNER'S ASSOCIATION

- 79 ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?
- 80 ☐ ☒ ☐ Annual dues \$ _____ Initiation Fee \$ _____
- 81 ☐ ☒ To your knowledge, are there any problem relating to any common area?
- 82 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
- 83 _____
- 84 Comments: _____
- 85 _____

Seller's Initials

BTE

Buyer's Initials

PART II - Continued

Answer questions to the best of your (Seller's) knowledge.

Yes No Don't Know

ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?

- | | | | |
|----|--------------------------|-------------------------------------|--|
| 86 | | | |
| 87 | | | |
| 88 | ☐ | ☒ | Asbestos |
| 89 | ☐ | ☒ | Contaminated soil or water (including drinking water) |
| 90 | ☐ | ☒ | Landfill or buried materials |
| 91 | ☐ | ☐ | Methane gas |
| 92 | ☐ | ☒ | Oil sheers in wet areas |
| 93 | ☐ | ☒ | Radioactive material |
| 94 | ☐ | ☒ | Toxic material disposal (e.g., solvents, chemicals, etc.) |
| 95 | ☐ | ☒ | Underground fuel or chemical storage tanks |
| 96 | ☐ | ☒ | EMFs (Electro Magnetic Fields) |
| 97 | ☐ | ☐ | Gas or oil wells in area |
| 98 | ☐ | ☐ | Other |
| 99 | ☐ | ☐ | To your knowledge, are any of the above conditions present near your property? |

Comments: THERE ARE (2) GAS LINES THAT
CROSS THE PROPERTY

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|--------------------------|-------------------------------------|---|
| 102 | | | |
| 103 | | | |
| 104 | ☐ | ☒ | Are there any gas/oil wells on the property or adjacent property? |
| 105 | ☐ | ☒ | Is the present use of the property a non-conforming use? |
| 106 | ☐ | ☒ | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| 107 | ☐ | ☒ | Is there any existing or threatened legal or regulatory action affecting this property? |
| 108 | ☐ | ☒ | Are there any current special assessments or do you have knowledge of any future assessments? |
| 109 | ☐ | ☒ | Are there any proposed or pending zoning changes on this or adjacent property? |
| 110 | ☐ | ☒ | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| 111 | ☐ | ☒ | Are there any diseased or dead trees or shrubs? |
| 112 | ☐ | ☒ | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| 113 | | | |
| 114 | ☐ | ☒ | Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below. |

Comments: _____

Seller Owns:

- | | | | |
|-----|--------------------------|-------------------------------------|--|
| 118 | | | |
| 119 | ☐ | ☒ | Mineral Rights: |
| 120 | | | _____ % pass with the land to the Buyer _____ % remain with the Seller |
| 121 | | | _____ % are owned by third party _____ unknown |
| 122 | ☐ | ☐ | Are there any oil, gas, or wind leases of record or Other? Please explain: _____ |

Crops planted at the time of sale:

- | | | | |
|-----|--------------------------|-------------------------------------|--|
| 123 | | | |
| 124 | ☐ | ☒ | |
| 125 | | | _____ pass with the land to the Buyer _____ remain with the Seller |
| 126 | | | _____ none _____ negotiable |
| 127 | | | _____ Other (please describe): _____ |

Tenant's rights apply to the subject property with lease or shares as follows: _____

Water Rights:

- | | | | |
|-----|--|--|--|
| 132 | | | |
| 133 | | | _____ pass with the land to the Buyer - Permit # _____ |
| 134 | | | _____ remain with the Seller - Permit # _____ |
| 135 | | | _____ have been terminated |

Comments: _____

Seller's Initials BR

Buyer's Initials _____

SELLER'S ACKNOWLEDGMENT

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

Brian Tellett 5-1-20
Seller Date Seller Date

OR

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

Brian Tellett 5-1-20
Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning the condition or value of the property.
2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.
3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____
4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

Buyer Date Buyer Date

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Seller's Initials BTE Buyer's Initials _____



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
1001 N. Main
Hutchinson, KS 67501
Phone: (620) 669-8289
Fax: (620) 669-8280

Contact: **Donna Westmoland**
Email: **dwestmoland@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822
Email: **sfrost@mccurdyauction.com;**
joxborrow@mccurdyauction.com

Report No: **2369583**

Report Effective Date: **May 5, 2020, at 7:30 a.m.**

Property Address: **1700 E. Parallel Rd, Pretty Prairie, KS 67570**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Triple D Properties, LLC, a Kansas limited liability company

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who **will** obtain an interest in the Land or who **will** make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.



Security 1st Title

Any questions regarding this report should be directed to: **Donna Westmoland**
Phone: **620-669-8289**, Email: **dwestmoland@security1st.com**

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Furnish a Certificate for our file executed by the Secretary of State of Kansas evidencing that Triple D Properties, LLC is now in good standing in said State.**
6. **We have a copy of the Articles of Organization dated March 29, 2010 and a copy of the Operating Agreement dated July 1, 2015 of Triple D Properties, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
7. **Any instrument to be executed by Triple D Properties, LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Brock Elliott, Manager.
8. **File a Warranty Deed from Brock Elliott, Manager of Triple D Properties, LLC, a Kansas limited liability company to a Purchaser TO BE DETERMINED.**
9. **Provide this Company with a properly completed and executed Owner's Affidavit.**
10. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

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

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)



Security 1st Title

Any questions regarding this report should be directed to: **Donna Westmoland**

Phone: **620-669-8289**, Email: **dwestmoland@security1st.com**

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

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

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2020**, and thereafter.
 8. **General taxes and special assessments for the fiscal year 2019 in the amount of \$1,272.71, PAID.**

Property ID # 1-37326



Security 1st Title

Any questions regarding this report should be directed to: **Donna Westmoland**
Phone: **620-669-8289**, Email: **dwestmoland@security1st.com**

9. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Reno County Register of Deeds.
10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
11. Rights of parties in possession under unrecorded leases.
12. An easement for pipeline, recorded as Right of Way recorded October 18, 1960 in Book 109, Page 206.
In favor of: Panhandle Eastern Pipe Line Company
13. An easement for pipeline, recorded as Right of Way recorded October 18, 1960 in Book 109, Page 207.
In favor of: Panhandle Eastern Pipe Line Company
14. An easement for pipeline, recorded as Right of Way recorded March 20, 1962 in Book 113, Page 203.
In favor of: Plateau Natural Gas Company
15. An easement for road, recorded as Warranty Deed recorded October 6, 1964 in Book 362, Page 180.
16. An easement for electric transmission line, recorded as Grant of Easement recorded March 16, 1981 in Book 187, Page 114.
In favor of: The Ark Valley Electric Cooperative, Inc.
17. An easement for electric transmission and distribution lines, recorded as Right-of-Way Easement recorded October 11, 2018 in Book 536, Page 2.
In favor of: Ark Valley Electric Cooperative Association, Inc.



Security 1st Title

Any questions regarding this report should be directed to: **Donna Westmoland**

Phone: **620-669-8289**, Email: **dwestmoland@security1st.com**

- 18. Cheney Reservoir Sanitation Zone is adopted in Kansas Administrative Regulation 28-10-16, as set out in Certificate recorded January 4, 1977, in Book 168, Page 40.**
- 19. "In the Matter of the Proposed Extension of the Boundaries of Equus Beds Groundwater Management District No. 2", recorded January 4, 1989 in Book 219 at Page 147 of the Reno County Record.**
- 20. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolution No. 82-45, recorded August 10, 1982 in Book 193, Page 184, for zoning regulations; Resolution No. 2006-46, recorded August 17, 2006 in Book 411, Page 396, for vacating Mile 91.**

Dated: **May 5, 2020**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER

EXHIBIT "A"

Tract No. 1:

A tract in the Southwest Quarter of Section 32, Township 25 South, Range 5 West of the 6th P.M., Reno County, Kansas, more particularly described as follows: The East Half of the Northwest Quarter of said Southwest Quarter; AND the Northeast Quarter of said Southwest Quarter; AND a tract in the Southeast Quarter of said Southwest Quarter described as beginning at the Southeast corner of said Southeast Quarter of the Southwest Quarter; thence at an assumed bearing of North 00°00'23" East along the East line of said Southeast Quarter of the Southwest Quarter, a distance of 828.94 feet to the point of beginning; thence continuing North 00°00'23" East, a distance of 488.51 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence North 89°53'14" West along the North line of said Southeast Quarter of the Southwest Quarter, a distance of 1,323.01 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter; thence South 00°01'25" East along the North line of said Southeast Quarter of the Southwest Quarter, a distance of 491.11 feet; thence East, a distance of 1,322.83 feet to the point of beginning.

Tract No. 1a:

Driveway Easement, the centerline being 15 feet each side of a 30 feet access easement described as follows: Beginning 782 feet West, assumed, of the Southeast corner of the Southwest Quarter of Section 32, Township 25 South, Range 5 West of the 6th P.M., Reno County, Kansas; thence North 00°00'23" East parallel to and 15 feet West of the property line, a distance of 307 feet to the South property line of a tract; thence continuing North 00°00'23" East a distance of 15 feet; thence East and parallel with the South line of said Southwest Quarter, a distance of 57 feet to the East line of a tract; thence continuing East a distance of 15 feet; thence North 00°00'23" East, and parallel to a tract, a distance of 813.94 feet to the South line of a 14.875 acre tract, adjoining the Northeast Quarter of the Southwest Quarter and the East Half of the Northwest Quarter of the Southeast Quarter, as more fully set out in Driveway Easement filed February 21, 2001 and recorded in Book 345, Page 89.

Right-of-Way Grant

KNOW ALL MEN BY THESE PRESENTS, That Carrie M. Krenbiel, a widow, David J. Krenbiel, his wife; Henry H. Krenbiel, his wife; V. John Krenbiel, a widow; V. John Krenbiel, and Elizabeth F. Krenbiel, his wife;

of the Post Office of Pretty Prairie in the State of Kansas, in consideration of One (\$1.00) Dollar, to hereinafter referred to as "Grantor" (whether one or more), in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$ 1.50 per linear rod, to be paid before the first pipe line hereinafter specified is laid, hereby grant and convey unto PANHANDLE EASTERN PIPE LINE COMPANY, a Missouri Corporation, having an office in Kansas City, Missouri, its successors and assigns, hereinafter referred to as "Grantee," a Right-of-Way to lay, construct, maintain, alter, inspect, repair, replace, relocate, change the size of, operate, and remove a pipe line and from time to time additional pipe line or lines, ditches, poles, cathode equipment, and all appurtenances convenient for the maintenance and operation of said lines and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereinafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for the purposes aforementioned in the County of Reno in the State of Kansas, to-wit:

The Southwest Quarter (SW-1/4) of Section Thirty-two (32), Township Twenty-five (25) South, Range Five (5) West of the 6th P.M.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said PANHANDLE EASTERN PIPE LINE COMPANY, its successors and assigns.

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

Payment of all moneys becoming due hereunder may be paid to Carrie M. Krenbiel at Pretty Prairie, Kansas.

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 18th day of May, A.D., 1900.

<u>Carrie M. Krenbiel</u> Carrie M. Krenbiel	<u>David J. Krenbiel</u> David J. Krenbiel
<u>Henry H. Krenbiel</u> Henry H. Krenbiel	<u>Martin Krenbiel</u> Martin Krenbiel
<u>V. John Krenbiel</u> V. John Krenbiel	<u>Elizabeth F. Krenbiel</u> Elizabeth F. Krenbiel
<u>Glendon H. Walker</u> Glendon H. Walker	<u>Mrs. R. M. Krenbiel</u> Mrs. R. M. Krenbiel

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF KANSAS,
COUNTY OF DEED

BE IT REMEMBERED, that on this 13th day of Dec

signed, a Notary Public in and for the County and State aforesaid, came F. A. Krehbiel, his wife David M. Krehbiel, his wife, who are personally known to me to be the same person and Henry H. Ruebke, & Agnes M. Ruebke person who executed the foregoing instrument of writing, and such person did duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at Pretty Prairie, Kas. on the day and year last above written.

My Commission expires: Dec. 23, 1961
(Seal) F. A. Krehbiel

Notary Public
F. A. Krehbiel.

ACKNOWLEDGMENT FOR SINGLE PERSON

STATE OF KANSAS,
COUNTY OF DEED

Before me, a Notary Public, this 13th day of Dec

signed, a Notary Public in and for the County and State aforesaid, came Carrie M. Krehbiel, a widow, who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person did duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at Pretty Prairie, Kas. on the day and year last above written.

My Commission expires: Dec. 23, 1961
(Seal) F. A. Krehbiel

Notary Public
F. A. Krehbiel.

LINE NO. 210 316 24

Right-of-Way Grant

FROM

Carrie M. Krehbiel, et al

TO

PANHANDLE EASTERN PIPE LINE COMPANY

STATE OF KANSAS,

COUNTY OF DEED

This instrument was filed for record on the 13th day of Dec 1961, at 10:20 o'clock P. M., and duly recorded in book 127 page 216 of the records of this office.

Notary of Term

By: F. A. Krehbiel

NAME

~~BECKMAN~~ California
Los Angeles

ACKNOWLEDGMENT FOR INDIVIDUAL

John Krehbiel and Elizabeth F. Krehbiel, his wife

their

My Commission expires: Sept. 12, 1961

Alicia Ann Cline

Right-of-Way Grant

KNOW ALL MEN BY THESE PRESENTS, That Elmer J. Krehbiel and his wife, Erna Krehbiel

of the Post Office of Chicago, in the State of Illinois, in consideration of One (\$1.00) Dollar, in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$1.50 per linear rod, to be paid before the first pipe line hereinafter specified is laid, hereby grant and convey unto PANHANDLE EASTERN PIPE LINE COMPANY, a corporation, having an office in Kansas City, Missouri, its successors and assigns, hereinafter referred to as "Grantee," a Right-of-Way to lay, construct, maintain, alter, inspect, repair, replace, remove, change the size of, operate, and remove a pipe line and from time to time additional pipe line or lines, along with the site of, and all appurtenances convenient for the maintenance and operation of said lines and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereinafter described, and the Grantee is granted the right of ingress and egress, to and from and over the following described premises for the purposes aforementioned in the County of Reno in the State of Kansas, to-wit:

The Southwest Quarter (SW¹/₄) of Section Thirty-two (32), Township Twenty-five (25) South, Range Five (5) West of the 6th P.M.

I HAVE AND TO HOLD said easements, rights, and right-of-way unto the said PANHANDLE EASTERN PIPE LINE COMPANY, its successors and assigns.

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

This instrument has been executed in multiple copies, and the execution of any copy shall have the same effect as if all parties executed one copy.

Payment of all moneys becoming due hereunder may be paid to Carrie M. Krehbiel at Pretty Prairie, Kansas

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this August 1st, 1960, A.D., 1960

Elmer J. Krehbiel
(Elmer J. Krehbiel)

Erna Krehbiel
(Erna Krehbiel)

Right-of-Way Grant

KNOW ALL MEN BY THESE PRESENTS, That Elmer J. Krehbiel and his wife, Emma Krehbiel

of the Post Office of Chicago, in the State of Illinois, in consideration of One (\$1.00) Dollar, to hereinafter referred to as "Grantor" (whether one or more), in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$ 1.50 per linear rod, to be paid before the first pipe line hereinafter specified is laid, hereby grant and convey unto PANHANDLE EASTERN PIPE LINE COMPANY, a Corporation, having an office in Kansas City, Missouri, its successors and assigns, hereinafter referred to as "Grantee," a Right-of-Way to lay, construct, maintain, alter, inspect, repair, replace, relocate, change the site of, operate, and remove a pipe line and from time to time additional pipe line or lines, drips, valves, cathodic equipment, and all appurtenances convenient for the maintenance and operation of said line or lines for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereinafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described premises for the purposes aforementioned in the County of Reno in the State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-five (25) South, Range Five (5) West of the 6th P.M.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said PANHANDLE EASTERN PIPE LINE COMPANY, its successors and assigns.

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

This instrument has been executed in multiple copies, and the execution of any copy shall have the same effect as if all parties executed one copy.

Payment of all moneys becoming due hereunder may be paid to Carrie M. Krehbiel

at Pretty Prairie, Kansas

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this **Second** day of **August**, A.D., 1960.

(Elmer J. Krehbiel)

(Emma Krehbiel)

ACKNOWLEDGMENT FOR HUSBAND AND WIFE

STATE OF KANSAS, Illinois
COUNTY OF XXX ss.

BE IT REMEMBERED, that on this 22 day of August, 1904,
signed, a Notary Public in and for the County and State aforesaid, came Elmer J. Krehbiel
and Emma Krehbiel, his wife, who are personally known to me to be the
persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at Elmer Krehbiel
on the day and year last above written.

My Commission expires:

March 5, 1908

Notary Public
Edith Pearson

ACKNOWLEDGMENT FOR SINGLE PERSON

STATE OF KANSAS,
COUNTY OF _____ ss.

Before me, a Notary Public, this _____ day of _____ of _____
signed, a Notary Public in and for the County and State aforesaid, came _____
_____, who _____ personally known to me to be the same person
who executed the foregoing instrument of writing, and such person _____ duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at _____
on the day and year last above written.

My Commission expires:

Notary Public

LINE NO. Elk City 24

Right-of-Way Grant

FROM

Elmer J. Krehbiel and Emma

Krehbiel

TO

PANHANDLE EASTERN PIPE LINE COMPANY

STATE OF KANSAS,

COUNTY OF XXX ss.

This instrument was filed for record on the
18 day of Aug, 1904, at 2 o'clock
P.M., and duly recorded in book 2 page 2
of the records of this office.

Notary of Texas

By _____ Deputy

Notary Public

NUMBER

RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of One and no/100 ----- Dollars \$ 1.00

which said receipt of which is hereby acknowledged, Carrie Archibald (Mrs.)

do hereby grant, convey and warrant

NATURAL GAS CO., its successors and assigns, a Right-of-Way to construct, install, maintain, inspect, alter, replace, repair and remove a pipe line and (subject to the payments herein provided) additional pipe lines, for the transportation of gas, oil, petroleum or any of its products within the distances, and such drips, valves, fittings, meters and other equipment and appurtenances necessary for such operations, through the following real estate in here

County State of Kansas to-wit SW $\frac{1}{4}$ of Section 32, Township 28.

feet, Right of way payment to be computed at the rate of ~~41.50~~ ^{41.50} per linear foot of right

way granted. Grantee agrees to pay Grantor equitable damages by reason of a portion of the pipeline. Grantee will provide natural gas for domestic use of the Grantor under the terms and regulations of the standard service contract of the Grantee.

and so from time to time additional such pipe lines and appurtenances, together with the right of access and operation at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the purposes herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns until said easement be exercised, and so long as any structure installed hereunder is used or maintained.

GRANTEE shall pay the same consideration as above expressed for each additional pipe line and its appurtenances installed, provided, however, Grantee may lay an additional line as a replacement of an existing line without liability for the payment of additional money except for damages to growing crops, fences or improvements occasioned by the laying of such replacement line. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE and the third by the two so appointed, and their written determination of amount shall be final. GRANTEE shall bury pipelines below plow depth.

It is further agreed that the person securing this grant is without authority from Grantee to make any change in the subject matter hereof not herein expressed.

The Grantors represent that the above described land is rented for the period beginning

19 to 19 on (Cash or Crop) Basis

day of March 19 02

ORIGINAL TO BE KEPT WITH RECORD

STATE OF KANSAS
RENO COUNTY
This instrument was filed for record on
the 12th day of March A.D. 1902
at _____ and duly
recorded in Book _____
Page _____

STATE OF Kansas)
) ss:
COUNTY OF Reno)

Before me, a Notary Public in and for said County and State, on this 10th day of
1961, personally appeared Carrie M. Frohlich (Mrs. John M. Frohlich)

and
to me personally known to be the identical and same person or persons who executed the within and last
instrument and duly acknowledged to me that she executed the same as
free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and date
above written.

My Commission expires October 31, 1961

STATE OF)
) ss:
COUNTY OF)

Before me, a Notary Public in and for said County and State, on this day of
1961, personally appeared

and
to me personally known to be the identical and same person or persons who executed the within and last
instrument and duly acknowledged to me that she executed the same as
free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and date
above written.

My Commission expires

STATE OF)
) ss:
COUNTY OF)

Before me, a Notary Public in and for said County and State, on this day of
1961, personally appeared

and
to me personally known to be the identical and same person or persons who executed the within and last
instrument and duly acknowledged to me that she executed the same as
free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and date
above written.

My Commission expires

STATE OF)
) ss:
COUNTY OF)

Before me, a Notary Public in and for said County and State, on this day of
1961, personally appeared

and
to me personally known to be the identical and same person or persons who executed the within and last
instrument and duly acknowledged to me that she executed the same as
free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and date
above written.

My Commission expires

STATE OF)
) ss:
COUNTY OF)

Before me, a Notary Public in and for said County and State, on this day of
1961, personally appeared

and
to me personally known to be the identical and same person or persons who executed the within and last
instrument and duly acknowledged to me that she executed the same as
free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and date
above written.

My Commission expires

114-1

Rel of Easement 0.269 Pg. 347 July 21, 1993

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE

Document No. 1-07-50-L0237

WICHITA PROJECT, CHENEY DIVISION

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 26th day of February, 1981, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States," represented by the officer executing this agreement, hereinafter termed "Contracting Officer," and THE ARK VALLEY ELECTRIC COOPERATIVE, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, hereinafter referred to as "Cooperative."

WITNESSETH THAT:

WHEREAS, Cooperative, at its sole cost and expense, desires to construct, operate, and maintain a 12.5-kilovolt (kV) electric transmission line upon and across federally owned lands of the Wichita Project; and

WHEREAS, the granting exercise of an easement for the crossing of project rights-of-way, in the manner and under the terms and conditions set forth herein will not be incompatible with requirements of the United States for operation and maintenance of the Wichita Project; and

WHEREAS, the rights granted under the easement must be SUBJECT to use of the land for purposes of the Wichita Project and an existing easement granted by the United States to Chase Pipe Line Company in document No. 0-07-50-L0764 dated October 5, 1979.

NOW, THEREFORE, the parties hereto agree as follows:

1. The United States, to the extent of its interest therein, hereby grants unto Cooperative for a period of 50 years from the date hereof a grant of easement to construct, operate, and maintain a 12.5-kV electric transmission line across lands of the United States in Reno County, Kansas, located in the SE $\frac{1}{4}$ of sec. 31 and the SW $\frac{1}{4}$ of sec. 32, T. 25 S., R. 5 W., more particularly described as being a strip of land being 40 feet in width lying northerly of, adjacent to, and parallel with the existing Chase Pipe Line Company right-of-way centerline as shown on exhibit "A," attached hereto and by this reference made a part hereof. The transmission line shall be constructed across Federal lands according to the following specifications and conditions:

a. It is understood and agreed that utility poles must be a minimum of 20 feet from the existing pipeline centerline, and construction plans must be coordinated with Mr. E. A. Lynch of Chase Pipe Line Company.

b. No large (mature) cottonwood trees shall be disturbed. Immature voluntary cottonwood trees that are cut shall be brushpiled.

c. Operation and maintenance under the transmission line shall be done mechanically without the use of chemicals.

2. Installation of this line shall be subject to inspection by the city of Wichita and the Kansas Fish and Game Commission. The expenses of such inspections shall be paid by the Cooperative to the city and the commission on the basis of \$100 per day or fraction thereof.

3. The Cooperative shall reimburse the city and the commission for any increased cost of operating and maintaining project facilities as the result of said crossing.

4. The Cooperative shall require its contractors to notify the appropriate persons as shall be arranged in advance by the Cooperative with the city and the commission at least 48 hours in advance of initiating installation of the line across project facilities.

5. This easement and all rights acquired hereunder shall be held by the Cooperative at all times, subject to right of the United States to use the concerned rights-of-way for any purposes in connection with the Wichita Project, as the same is now, or may hereafter be planned including the right to operate thereon equipment of any type. Jurisdiction and supervision of the Water and Power Resources Service over the concerned rights-of-way are not surrendered or subordinated by the issuance of this agreement.

6. The United States does not assume any liability, and the Cooperative agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the Cooperative of the easement granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use, and occupy any and all of the structures and facilities aforesaid or any part thereof.

7. Water and Power Resources Service's archeologist conducted an on-the-ground archeological survey in September 1979 of the entire alignment across land of Cheney Reservoir. No archeological materials were observed. Should any cultural and paleontological resources be located during construction activities, all operations will cease in the immediate area of the find, and the Regional Archeologist will be contacted.

8. With restoration of the disturbed area, it was concluded that the environmental impact would be inconsequential. No endangered or threatened plants or animals would be impacted by the proposed action.

9. The Cooperative shall construct the transmission line across project facilities in compliance with the American National Standards Institute Standard C2-1981, National Electrical Safety Code.

114-3

10. As consideration for permission herein granted, the Cooperative shall pay to Water and Power Resources Service the sum of \$600.

IN WITNESS WHEREOF, the parties hereto have caused this easement agreement to be executed the day and year first hereinabove written.

CONCURRENCE:

CITY OF WICHITA

UNITED STATES OF AMERICA

Robert H. Weimer
Regional Director, Southwest Region
Water and Power Resources Service

By *John D. [Signature]*
Title Dir. of Water & Water Pollution Control

KANSAS FISH AND GAME COMMISSION

THE ARK VALLEY ELECTRIC COOPERATIVE, INC.

By *Delbert E. Taylor*
Title General Manager

By *William C. [Signature]*
Title Supervisor, Wildlife Management Section

STATE OF KANSAS }
RENO COUNTY }

INDEXED ✓
ORIGINAL COMPARED ✓
WITH RECORD ✓
NUMERICAL ✓
2

This instrument was filed for record on the 16 day of March, A.D. 1981 at 9:50 o'clock AM and duly recorded in Book 187 on Page 114 (4)
Fee \$ 8.00

Lois Mary [Signature]
REGISTER OF DEEDS

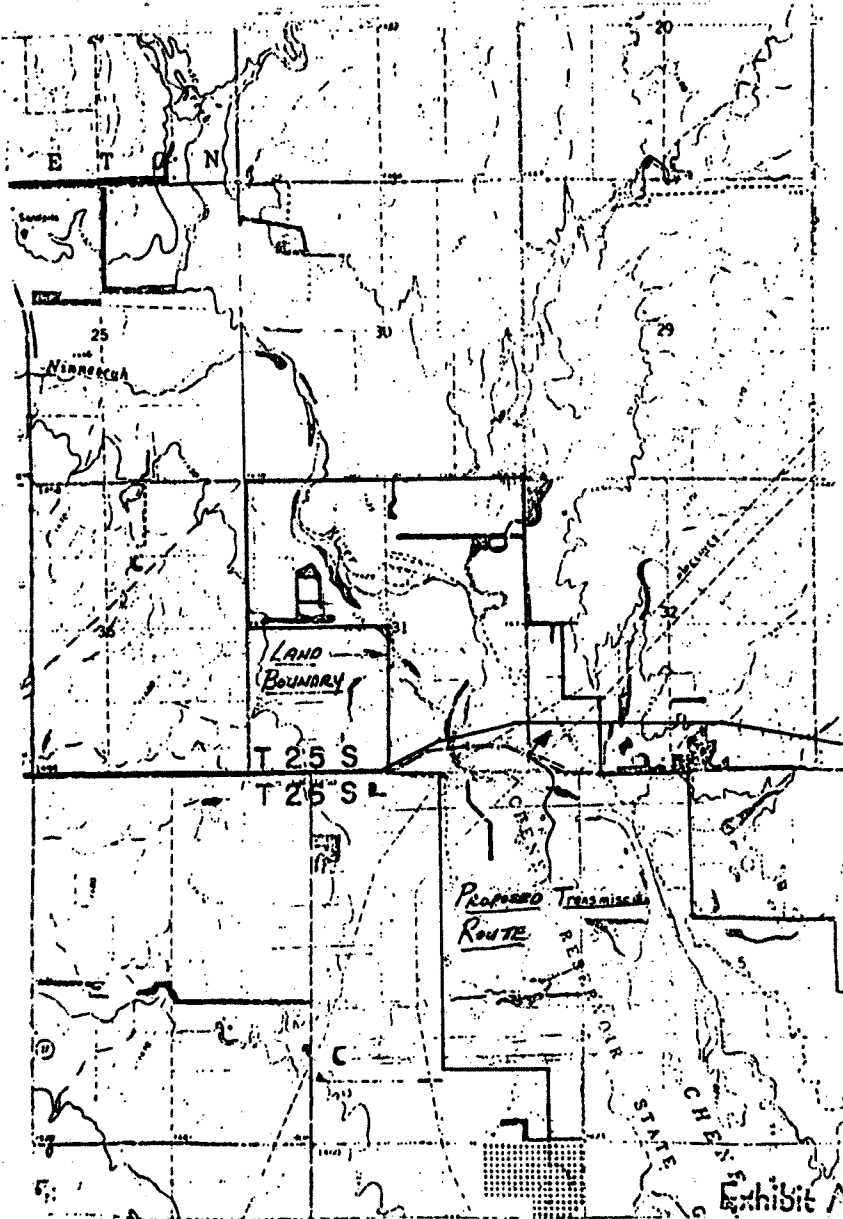


Exhibit A

STATE OF KANSAS
RENO COUNTY

This instrument was filed for record on the
11 day of Oct A.D. 20 18
at 10 o'clock A M and duly
recorded in Book 536 on Page 2
Fee \$ 22.00 (4)
Michelle Updegrave
Registrar of Deeds

RIGHT-OF-WAY EASEMENT

TRIPLE D PROPERTIES LLC, the landowner(s), grant(s) unto the ARK
VALLEY ELECTRIC COOPERATIVE ASSOCIATION, INC., a Kansas corporation, and its successors and assigns, a right-of-way
and easement on, upon and under property located in RENO County, Kansas described in the attachment to this
easement, for the following purposes:

1. To construct, maintain, locate, relocate and/or remove an electric transmission or distribution line or system, consisting of pole, fixtures, anchors, guy wires, conductors, underground lines or systems, and all appurtenances thereto on or upon or under a strip of land forming a part of the above-described property, the exact location of said line and system to be selected by the grantee, its successors and assigns if construction has not been commenced, or at the location of the existing lines and system, if this easement is given to recognize existing lines or systems.
2. The grantee shall have the right to cut, trim and/or remove trees and shrubbery and apply chemical herbicides to the extent necessary to locate, relocate, or establish said electric lines or system and to keep the same clear of all trees, shrubs, and other obstacles, within a corridor, spanning 20 feet on each side of said electric line or system, together with the right to remove, cut or trim any trees or branches tall enough or long enough to encroach on the corridor or to strike or interfere with the electric lines or system when falling.
3. Notwithstanding the grant and easement to the Cooperative, grantor and grantor's successors and assigns shall be responsible from and after construction and installation of the electric lines or system (or, if required by Grantee, to remove trees and vegetation in advance of construction and installation), or, if previously installed, from and after execution of this Right-of-Way Easement, to refrain from planting any trees or other vegetation, underneath the electric lines or system, or, within (20) feet of either side thereof, which may grow into or interfere with maintenance, and, shall be responsible for the prevention and removal of all such trees and vegetation. In the event that grantor shall fail or refuse to do so, the Cooperative, its successors and assigns, may trim or remove the same, at the cost and expense of grantor and grantor's successors and assigns.
4. Grantor shall provide and maintain for Grantee adequate access, including ingress and egress, as directed and determined by Grantee, including roadway, to construct, operate and maintain Grantee's lines and system. Grantee is released from any and all damages which may occur to Grantor's property, including lawns, crops, trees, and vegetation, in its reasonable access to the property for construction, operation and maintenance.
5. Grantor covenant(s) that grantor(s) is/are the owner(s) of the described property, free and clear of all liens and encumbrances of every kind and character except:

This Easement is given for valuable consideration, receipt of which is acknowledged.

Dated effective this 5 day of JULY, 20 18.

Signature(s)

Brock T Elliott

Print Name(s)

BROCK T ELLIOTT

Notary Use Only

STATE OF KANSAS, COUNTY OF Sedgwick, ss:

The foregoing instrument was acknowledged before me this 5 day of July, 20 18
by Brock T Elliott (a single person)/or/and _____ his/her spouse.



Catherine Hernandez
Notary Public
Catherine Hernandez

OWNER'S POLICY OF TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

File No.: 2255298

Policy No.: 5011420-113884

Address Reference: vacant land
00000 S. Sand Creek Rd., Pretty Prairie, KS 67570

Amount of Insurance: \$200,000.00

Date of Policy: May 15, 2018, at 9:00 am

1. Name of Insured:
Triple D Properties, LLC, a Kansas limited liability company
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple, as to Parcel No. 1; an Appurtenant Easement, as to Parcel No. 2
3. Title is vested in:
Triple D Properties, LLC, a Kansas limited liability company
4. The Land referred to in this policy is described as follows:
SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

Parcel No. 1:

- ✓ A tract in the Southwest 1/4 of Section 32, Township 25 South, Range 5 West of the 6th P.M., Reno County, Kansas, more particularly described as follows: The East 1/2 of the Northwest 1/4 of said Southwest 1/4; AND the Northeast 1/4 of said Southwest 1/4; AND a tract in the Southeast 1/4 of said Southwest 1/4 described as beginning at the Southeast corner of said Southeast 1/4 of the Southwest 1/4; thence at an assumed bearing of North 00°00'23" East along the East line of said Southeast 1/4 of the Southwest 1/4, a distance of 828.94 feet to the point of beginning; thence continuing North 00°00'23" East, a distance of 488.51 feet to the Northeast corner of said Southeast 1/4 of the Southwest 1/4; thence North 89°53'14" West along the North line of said Southeast 1/4 of the Southwest 1/4, a distance of 1,323.01 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence South 00°01'25" East along the North line of said Southeast 1/4 of the Southwest 1/4, a distance of 491.11 feet; thence East, a distance of 1,322.83 feet to the point of beginning.

Parcel No. 2:

- o Driveway Easement, the centerline being 15 feet each side of a 30 feet access easement described as follows: Beginning 782 feet West, assumed, of the Southeast corner of the Southwest 1/4 of Section 32, Township 25 South, Range 5 West of the 6th P.M., Reno County, Kansas; thence North 00°00'23" East parallel to and 15 feet West of the property line, a distance of 307 feet to the South property line of a tract; thence continuing North 00°00'23" East a distance of 15 feet; thence East and parallel with the South line of said Southwest 1/4, a distance of 57 feet to the East line of a tract; thence continuing East a distance of 15 feet; thence North 00°00'23" East, and parallel to a tract, a distance of 813.94 feet to the South line of a 14.875 acre tract, adjoining the Northeast 1/4 of the Southwest 1/4 and the East 1/2 of the Northwest 1/4 of the Southeast 1/4, as more fully set out in Driveway Easement filed February 21, 2001 and recorded in Book 345, Page 89.



File No. 2255298
Page 2 of 2

Entered in Transfer Record In My
Office the 15
Day of May 18
County Clerk
Donna Patton

STATE OF KANSAS
RENO COUNTY

This instrument was filed for record on the
15 day of May A.D. 2018
at 9 o'clock AM and duly
recorded in Book 663 on Page 247
Fee \$ 38.00 (2)
Michelle Updegrave
Registrar of Deeds

STATUTORY WARRANTY DEED

Grantor(s): Gerald W. Seabaugh and Linda J. Seabaugh, husband and wife

Convey(s) and Warrant(s) to Triple D Properties, LLC, a Kansas limited liability company

The following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED

For the sum of One Dollar and other good and valuable consideration.

Subject to: easements and restrictions of record, if any

Dated this May 3, 2018

Gerald W. Seabaugh Linda J. Seabaugh
Gerald W. Seabaugh Linda J. Seabaugh

State of Illinois, County of Madison } ss.

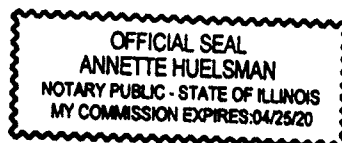
This instrument was acknowledged before me on May 3, 2018 by Gerald
W. Seabaugh and Linda J. Seabaugh, husband and wife.

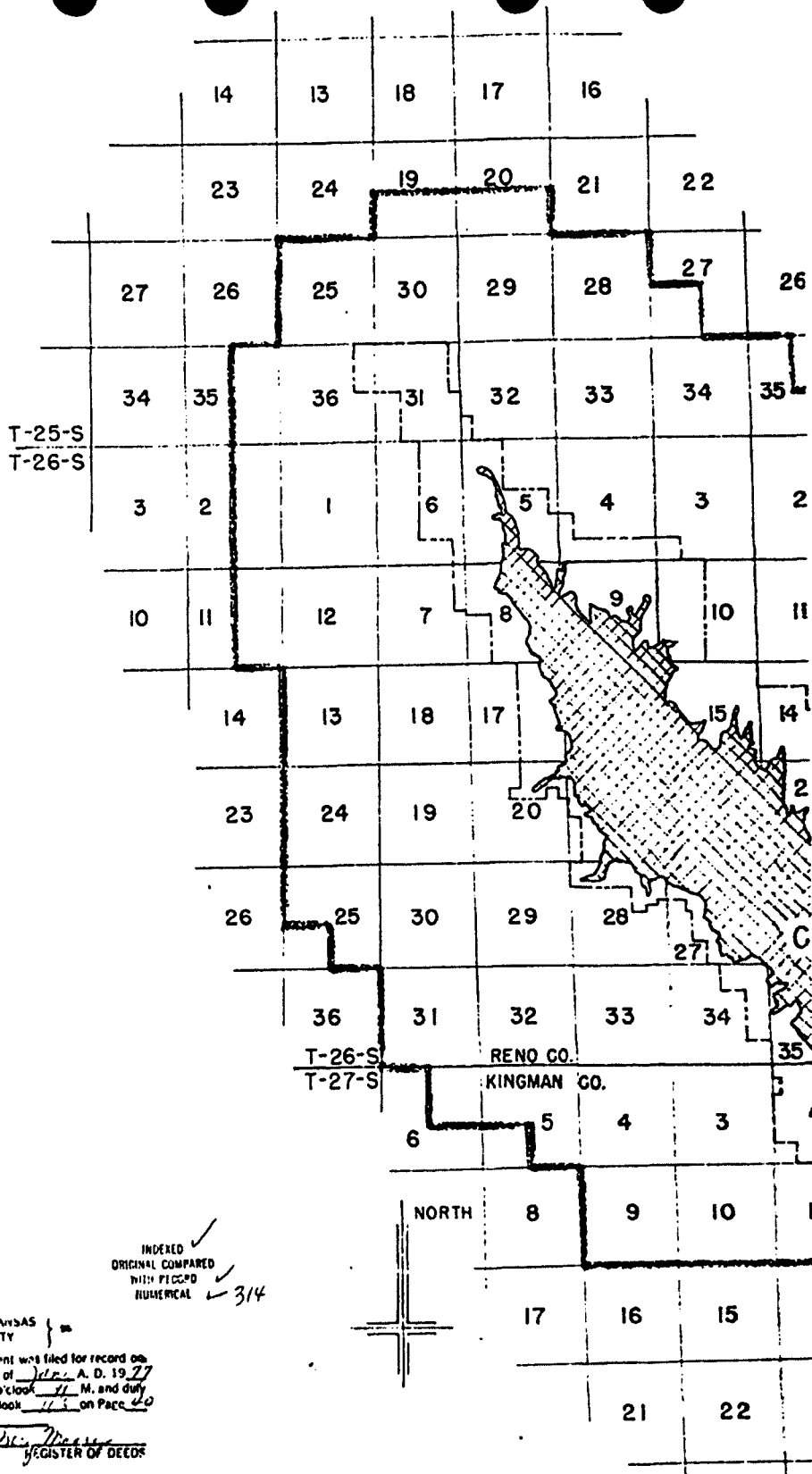
Annette Huelsman
Notary Public

My appointment expires: 4-25-20

 Security 1st Title

File No. 2255298
Page 1 of 2





INDEXED ✓
ORIGINAL COMPARED ✓
WITH FIELD NUMERICAL ✓ 314

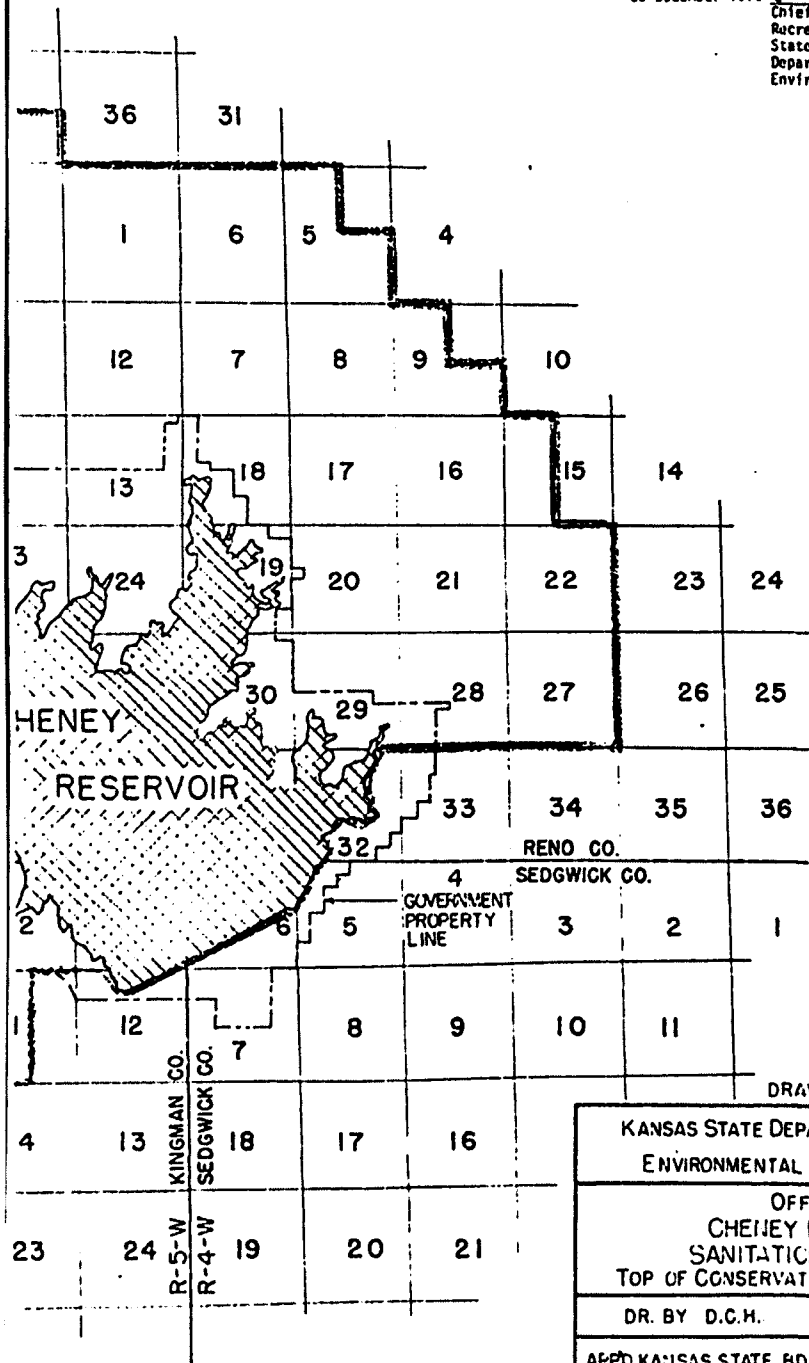
FILE OF RANBAS
RENO COUNTY }
This instrument was filed for record on
the 4 day of Dec. A. D. 1927
at 1:00 o'clock P. M. and duly
recorded in Book 115 on Page 20
for \$...
J. D. Dwyer
REGISTER OF DEEDS

CERTIFICATION

This copy of the Cheney Reservoir Sanitation Zone Map is accurate, complete, current, and as adopted in Kansas Administrative Regulation 28-10-16.

30 December 1976

C. H. Dennon
Chief
Recreational Sanitation Section
State of Kansas
Department of Health and
Environment



DRAWING NO. 69-2

KANSAS STATE DEPARTMENT OF HEALTH
ENVIRONMENTAL HEALTH SERVICES

OFFICIAL
CHENEY RESERVOIR
SANITATION ZONE MAP
TOP OF CONSERVATION POOL - 1421.6

DR. BY D.C.H.

CK. BY. I.F.S.

APPROVED BY KANSAS STATE BD. OF HEALTH DATE 9/12/69

40

RECEIVED

DEC 28 1976

BUREAU OF ENVIRONMENTAL
SANITATION

WARRANTY DEED

THIS INSTRUMENT, Made this 1 day of Aug, A.D., 1964, between GARRETT M. KREHBIEL, also known as GARRETT KREHBIEL, a widow; DAVID J. KREHBIEL, and ANNA KREHBIEL, husband and wife; ELMER J. KREHBIEL and EMMA KREHBIEL, husband and wife; EMMA KREHBIEL, a widow; MARVIN D. KREHBIEL and ROBERTA KREHBIEL, husband and wife; BETTY MOLL and RALEIGH MOLL, wife and husband; VALERA HUNSEY and GENE HUNSEY, wife and husband; V. JOHN KREHBIEL, also known as JOHN V. KREHBIEL and ELIZABETH KREHBIEL, husband and wife; HARVEY L. KREHBIEL and MARTHA KREHBIEL, husband and wife; AGNES M. HUNSEY, formerly known as AGNES KREHBIEL, and HENRY H. HUNSEY, wife and husband, of Reno County, in the State of Nevada, of the first part and THE UNITED STATES OF AMERICA party of the second part, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto.

WITNESSETH, That the said parties of the first part, in consideration of the sum of SIXTEEN THOUSAND FIVE HUNDRED AND NO/100---(\$16,500.00)---DOLLARS the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part and its assigns, all the following-described REAL ESTATE, described herein as Parcel A, situated in the County of Nemo and State of KANSAS, to-wit:

Parcel A

The South West Quarter of the South West Quarter (SW¹/₄SW¹/₄) and the West Half of the North West Quarter of the South West Quarter (WN¹/₂SW¹/₄) of Section Thirty-two (32), Township Twenty-five (25) South, Range Five (5) West of the Sixth (6th) Principal Meridian, containing 60 acres, more or less.

Also, the perpetual right, privilege, and easement to intermittently and completely seep, flood, flow, and inundate, and the right to enter upon at any time for the purpose of making surveys and investigations or for any other purpose incidental to the construction, operation, and maintenance of the Cheney Dam and Reservoir, together with the right to clear and remove woody plants thereon which the party of the second part determines constitute an interference with the flow of water, any and all of the REAL ESTATE described herein as Parcel B, situated in the County of Nemo and State of Kansas, to-wit:

Parcel B

All that part of the lands located in the South East Quarter of the South West Quarter (SE¹/₄SW¹/₄) and 45 feet North of the South section line of Section Thirty-two (32), Township Twenty-five (25) South, Range Five (5) West of the Sixth (6th) Principal Meridian, lying below mean sea level elevation 1435 feet containing 6.17 acres, reserving however, to the parties of the first part all surface and subsurface rights in and to the land described herein as Parcel B not inconsistent with the rights herein granted, except that no buildings shall be erected or used for human occupancy upon said land, and no artificial change in the topography of the surface of the said land shall be made (except terracing and soil conservation measures), and the parties of the first part hereby specifically release the United States from liability for any damage or injury inflicted upon or suffered by them, their chattels, or fixtures as a result of the use of this easement. There are two garages, a shed, a metal granary, calf shed, milk shed, barn, feed shed, lean-to, and other miscellaneous improvements presently located upon the Real Estate described as Parcel B herein, which are a part of the real estate and are subject to all of the terms, conditions and restrictions imposed by the "Low-water" easement granted herein.

Corrected to Engineering data
By DP Date 4/5/64



Also, the right, privilege and perpetual easement to construct, operate and maintain a public road including all structures, installations, and facilities used or useful in the construction, operation and maintenance of said public road, appurtenances thereto and related facilities through, on, over and across any and all of the REAL ESTATE described herein as Parcel C.

Parcel C

The North Fifteen (15) feet of the South Forty-five (45) feet of the South East Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-five (25) South, Range Five (5) West of the Sixth (6th) Principal Meridian, Reno County, Kansas, containing 0.46 acres, more or less.

Excepting and reserving to the parties of the first part the right to retain possession of all land described herein as Parcel A until June 30, 1964, and the right of ingress and egress to said premises until September 30, 1964, for the purpose of harvesting or cultivating any crops thereon, all as provided in the land purchase contract dated February 11, 1964 and recorded April 9, 1964 in Book 121 at Page 195 of the Miscellaneous Records of Reno County, Kansas.

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

And said parties of the first part for themselves and for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estate, judgments, taxes, assessments and encumbrances of what nature and kind soever: Subject to any existing rights-of-way for canals, flumes, railroads, pipelines, highways, roads, telephone, telegraph and electrical power transmission lines; any oil, gas, or other mineral lease or leases outstanding at the date of this contract which grant lessees usual exploration and production rights and privileges; any oil or gas royalties or other mineral rights which have heretofore been conveyed and are outstanding of record in third parties at the date of said Land Purchase Contract, and subject to such other rights-of-way reservations which the United States determines not to be objectionable:

and that they WILL WARRANT AND FOREVER DEFEND the same unto said party of the second part, and its assigns, against said parties of the first part their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first-above written.

Entered in Transfer record in my
office the 6
day of Oct 1964
M. R. Runkel COUNTY CLERK

B. J. Rothman, Deputy Clerk

STATE OF KANSAS } SS
RENO COUNTY }

This instrument was filed for record on
the 6 day of Oct A. D. 1964
at 2:25 o'clock P. M. and duly
recorded in Book 362 on Page 180
Fee 5.50

W. C. Smith
REGISTER OF DEEDS

ORIGINAL COMPARED WITH RECORD

Carrie M. Kriebel
CARRIE M. KRIEBEL, also known
as CARRIE KRIEBEL

Elmer J. Kriebel
ELMER J. KRIEBEL

Emma Kriebel
EMMA KRIEBEL

Emma Kriebel
EMMA KRIEBEL

Marvin D. Kriebel
MARVIN D. KRIEBEL

Roberta Kriebel
ROBERTA KRIEBEL

Betty Moll
BETTY MOLL

Raye Moll
RAYE MOLL

David J. Kriebel
DAVID J. KRIEBEL

Anna Kriebel
ANNA KRIEBEL

Valeria Rumsey
VALERIA RUMSEY

Gene Rumsey
GENE RUMSEY

V. John Kriebel
V. JOHN KRIEBEL, also known
as JOHN V. KRIEBEL

Elizabeth Kriebel
ELIZABETH KRIEBEL

Harvey L. Kriebel
HARVEY L. KRIEBEL

Margita Kriebel
MARGITA KRIEBEL

Agnes M. Riecke
AGNES M. RIECKE, formerly known
as AGNES KRIEBEL

Henry H. Riecke
HENRY H. RIECKE

STATE OF Kansas, Renew County, ss.

Be It Remembered, That on this 1 day of May, A.D. 1964, before me the undersigned, a Notary Public in and for the County and State aforesaid, came CARRIE M. KREHBIEL, also known as CARRIE KREHBIEL, a widow who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

N. P. Seal

[Signature]
Notary Public
Term expires May 5, 1966

STATE OF Kansas, Renew County, ss.

Be It Remembered, That on this 1 day of May, A.D. 1964, before me the undersigned, a Notary Public in and for the County and State aforesaid, came DAVID J. KREHBIEL and ANNA KREHBIEL, husband and wife 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary seal the day and year above written.

N. P. Seal

[Signature]
Notary Public
Term expires May 5, 1966

STATE OF Illinois, Cook County, ss.

Be It Remembered, That on this 28th day of September, A.D., 1964, before me the undersigned, a Notary Public in and for the County and State aforesaid, came ELMER J. KREHBIEL and EMMA KREHBIEL, husband and wife 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary seal the day and year above written.

N. P. Seal

[Signature]
Notary Public
Term expires May 2, 1965

STATE OF Kansas, McPherson County, ss.

Be It Remembered, That on this 7th day of August A.D., 1964, before me the undersigned, a Notary in and for the County and State aforesaid, came ELLA KERNER, a widow who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

N. P. Seal

Pete Shumway
Notary Public

Term expires March 31, 1965

STATE OF Kansas, McPherson County, ss.

Be It Remembered, That on this 7th day of August A.D., 1964, before me the undersigned, a Notary in and for the County and State aforesaid, came MARVIN D. KERNER and ROBERTA KERNER, husband and wife 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary seal the day and year above written.

N. P. Seal

Pete Shumway
Notary Public

Term expires March 31, 1965

STATE OF KANSAS, JOHNSON County, ss.

Be It Remembered, That on this 31st day of August A.D., 1964, before me the undersigned, a Notary Public in and for the County and State aforesaid, came MARTY MOLL and HAIPH MOLL, wife and husband 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year above written.

N. P. Seal

Eleanor A. Patton
Notary Public

Term expires _____, 1965

My Commission Expires May 16, 1967

180

STATE OF Missouri Clay County, ss.

Be It Remembered, That on this 12 day of August A.D., 1964, before me the undersigned, a Notary Public in and for the County and State aforesaid, came VALMA KERNER and GERT KERNER, wife and husband, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year above written.

N. P. Seal

W. J. Thomson
Notary Public

Term expires April 22 1968

STATE OF California Los Angeles County, ss.

Be It Remembered, That on this 15 day of Sept. A.D., 1964, before me the undersigned, a Notary Public in and for the County and State aforesaid, came V. JOHN KERNER, also known as JOHN V. KERNER and ELIZABETH KERNER, husband and wife 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year above written.

N. P. Seal

Rhoda K. Ford
Notary Public

Term expires RHODA K. FORD
My Commission Expires October 6, 1965 19

STATE OF Kansas Reed County, ss.

Be It Remembered, That on this day of Aug A.D., 1964, before me the undersigned, a Notary Public in and for the County and State aforesaid, came MARVIN L. KERNER and MARSHA KERNER, husband and wife 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year above written.

N. P. Seal

W. J. Thomson
Notary Public

Term expires May 5 1966

STATE OF Kansas Lea County, ss.

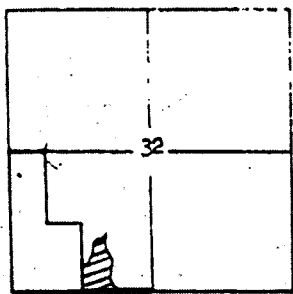
Be It Remembered, That on this 5th day of May A.D., 1964, before me the undersigned, a Notary Public in and for the County and State aforesaid, came AGNES M. BURKE, formerly known as AGNES KIRKMAN, and HENRY M. BURKE, wife and husband who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

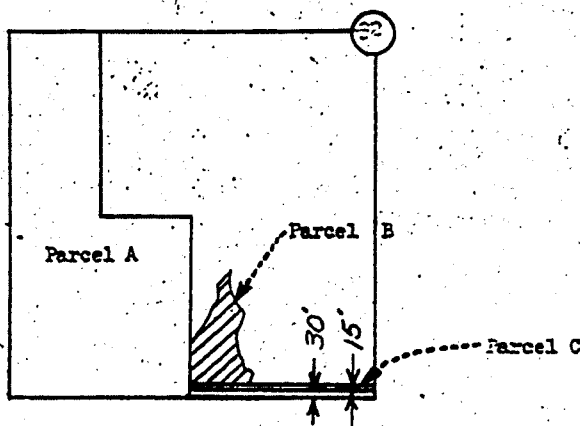
N. P. Neal

Term expires May 5 1966

Notary Public



Sec. 32, T25S, R5W



Tract No. 234

C. M. KREHBIEL et al.

Parcel A - SW $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, T25S, R5W - 60 acres

Parcel B - Pt. of SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, T25S, R5W - 6.17 acres

Parcel C - Pt. of SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, T25S, R5W - 0.46 acres

1000 0 1000
Scale of Feet

United States Department of the Interior Bureau of Reclamation Wichita Project - Kansas Rights-of-Way	
Drawn: <u>W. L. D.</u>	Inspected
Checked	Recommended
Cleared	Approved
Wichita, K. 12-4-63	755

184-1

RESOLUTION 82-45

WHEREAS, legal publication has been made on the 24th day of June and the 1st day of July, 1982 and recommendation has been made for approval of the Reno County Board of Commissioners to impose the Reno County Zoning Regulations to the unincorporated area lying within three miles of the conservation pool waterline of Cheney Reservoir in Reno County, Kansas.

Said zoning regulations and districts generally will divide said area into districts; will regulate and restrict therein the location, erection, construction, reconstruction, and alteration and use of buildings, structures, and land, for industry, business, residence and other uses; will regulate and restrict the height, number of stories, and size of all buildings, and the size of yards, courts, and other open spaces surrounding buildings; will regulate and restrict the density of population; will provide for the change and amendment of such regulations and boundaries of districts; will provide for a Board of Zoning Appeals; and will provide for enforcement of and penalties for violation of the provisions therein.

WHEREAS, pursuant to the Zoning Regulations of Reno County, a public hearing, duly advertised, was held on July 21, 1982 in the Reno County Courthouse for the purpose of considering said application, and,

WHEREAS, pursuant to the Zoning Regulations of Reno County, at said public hearing, the Reno County Planning Board voted approval for recommendation to the Board of County Commissioners that the above described application be approved.

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that the Reno County Zoning Regulations be imposed in the unincorporated area lying within three miles of the conservation pool waterline of Cheney Reservoir in Reno County, Kansas.

THEREFORE, BE IT FURTHER RESOLVED, by the Board of County Commissioners of Reno County that the current zoning regulations applicable only to the Cheney Reservoir area, adopted October 1, 1962, be rescinded.

DATE: 7-28-82

Attest:

INDEXED ✓
ORIGINAL COMPARED ✓
WITH RECORD
NUMERICAL 334

Thomas A. Zellerbach
Reno County Clerk by *Thomas A. Zellerbach* Deputy

BOARD OF COUNTY COMMISSIONERS
of RENO COUNTY, KANSAS

Ralph L. Krehbiel
Chairman - Ralph L. Krehbiel

Member - Mildred J. Baughman

Richard M. Roul
Member - Richard M. Roul

STATE OF KANSAS, RENO COUNTY, ss:

This instrument was filed for record on the 10 day of Aug.
A. D. 1982 at 11:55 o'clock P. M. and duly recorded in Book
193 on Page 184(4) Pm B. H.

Richard M. Roul
REGISTER OF DEEDS

3-7
OR File
TAKE NOTICE THAT A PUBLIC HEARING will be held on Wednesday, July 21, 1962 at 8:00 P.M.

in the Reno County Courthouse, Hutchinson, Kansas for consideration of the following:

1. Request to impose the Reno County Zoning Regulations to the unincorporated area lying within three miles of the conservation pool waterline of Cheney Reservoir in Reno County, Kansas.

Said zoning regulations and districts generally will divide said area into districts; will regulate and restrict therein the location, erection, construction, reconstruction, and alteration and use of buildings, structures and land, for industry, business, residence and other uses; will regulate and restrict the height, number of stories, and size of all buildings, and the size of yards, courts, and other open spaces surrounding buildings; will regulate and restrict the density of population; will provide for the change and amendment of such regulations and boundaries of districts; will provide for a Board of Zoning Appeals; and will provide for enforcement of and penalties for violation of the provisions therein. The purpose of the proposed change is to uniformly apply one set of Zoning Regulations throughout all areas currently zoned within Reno County, Kansas. At the same meeting, the Reno County Planning Board will consider a resolution rescinding current zoning regulations applicable only to the Cheney Reservoir area.

Requested by the Reno County Planning Board.

2. Request for a Special Use Permit for a wholesale greenhouse with a packing and storage shed on the following described property:

The south 120 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 2, Township 23 South, Range 5 West of the 6th P.M., Reno County, Kansas; (approximately $\frac{1}{4}$ mile north of 17th Street on Mayfield Road)

Requested by J. Dale Jones.

3. Request for a rezoning from "A-1" Suburban Dwelling District to "B" Commercial District on the following described property:

Beginning at the northeast corner of the northwest $\frac{1}{4}$ of Section 28, Township 22 South, Range 5 West of the 6th P.M., Reno County, Kansas, thence south 654.5 feet to the south line of the north $\frac{1}{4}$ of the northwest $\frac{1}{4}$, thence west 300 feet, thence north 665.9 feet, thence east 300 feet to the place of beginning containing 4.58 acres and a tract commencing at the northeast corner of the northwest $\frac{1}{4}$ of Section 28, Township 22 South, Range 5 West of the 6th P.M., Reno County, Kansas, thence west 300 feet to the place of beginning, thence continuing west 500 feet to a point, thence at right angles and south a distance of 200 feet to a point, thence east and parallel to the north line a distance of 300 feet to a point, thence north a distance of 200 feet to a point and the place of beginning containing 2.3 acres. (approximately $\frac{1}{4}$ mile east of Mulford Street on East 56th on the south side)

Requested by Richard H. Schnitzer.


Eugene G. Haas
Zoning Administrator

184-3

TO:

The Hutchinson News
300 West Second
Hutchinson, Kansas
Phone 543-3311

LEGAL
ADVERTISING
ORDER

Date June 21, 1982

Case
Number

FROM: Office of Reno County Clerk
Reno County Courthouse
Hutchinson, Kansas 67501

Enclosed is copy for which please enter our order for the Legal Publication described as follows:

TAKE NOTICE THAT A PUBLIC HEARING will be held on Wednesday, July 21, 1982 at 8:00 P.M. in the Reno County Courthouse, Hutchinson, Kansas for consideration of the following:
1. Request to impose the Reno County Zoning Regulations to the unincorporated area lying within three miles of the conservation pool waterline of Cheney Reservoir in Reno County, Kansas.

(see attached copy for complete and exact description)

☐ To be published one day _____ (weekday) _____ (date)

☒ To be published 2 consecutive weeks on Thursday _____'s beginning JUNE 26, 1982 _____ (weekday) _____ (date)

☐ To be published _____ consecutive days beginning _____ (date)

Furnish 1 Affidavit(s) of Publication immediately upon receipt of payment to:

☒ Direct to Above

☐ Other:

☐ Probate Court

☐ District Court

☐ Will Pick Up

Furnish 1 tearsheet immediately following first publication. If tearsheets are to be sent other than to the above, please indicate:

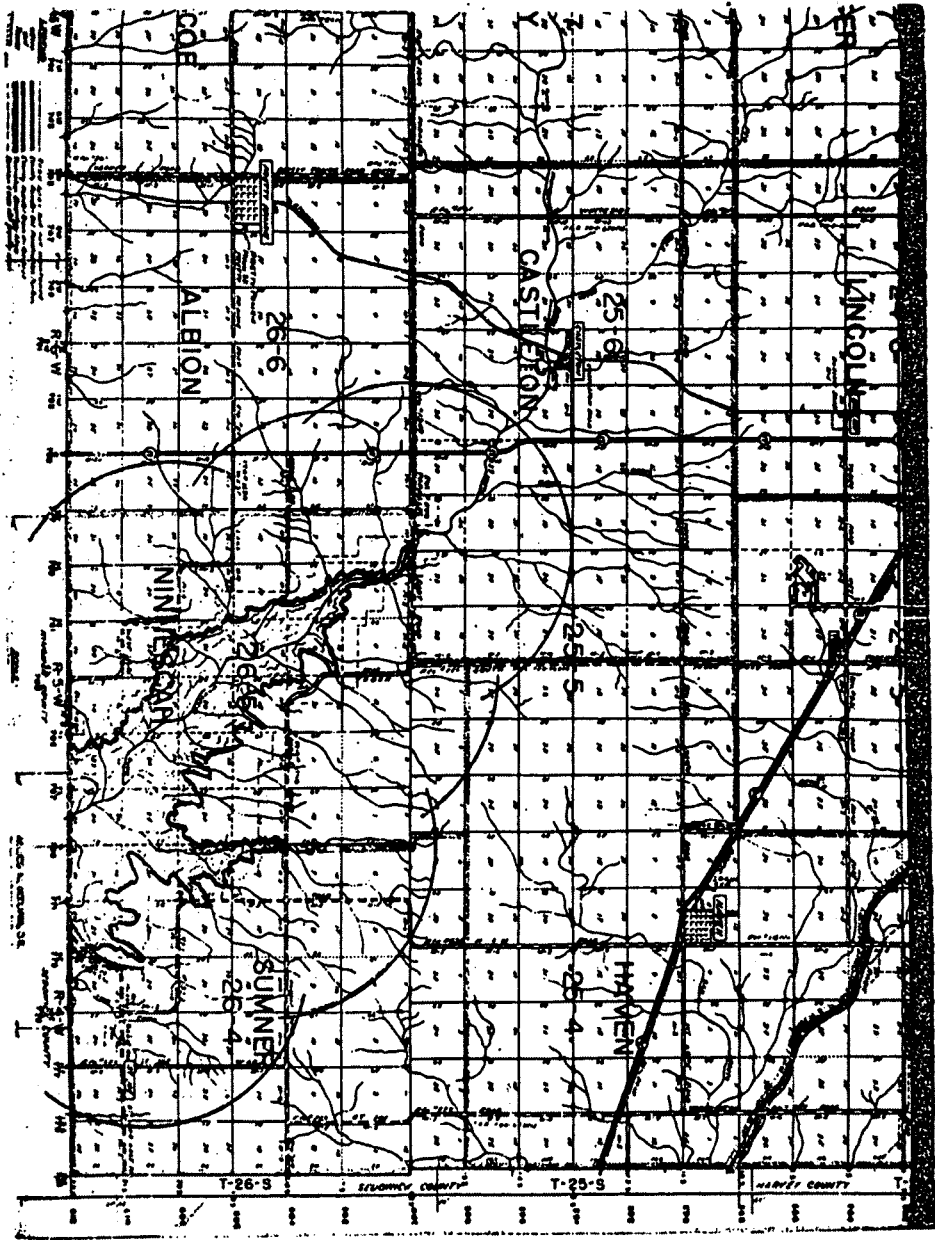
Copy for proofreading before publication will be supplied on request. Allow an extra day. Check here ☐

Note: Be sure all dates, etc., in your copy are filled in and that hand written signatures are also typed so they are legible to our typists and proofreaders. Copy will be returned only when requested in advance.

Special Instructions:

Additional order pads are available at our office on request.

2078-541-6/74



184-4

184-5

INDEXES FOR RESOLUTION 82-45

25-4 (4)

S 1/2 31, S 1/2 32

26-4 (100)

NW 1/4, SW 1/4, SE 1/4 4, all 5, 6, 7, 8, 9
SW 1/4 10, NW 1/4, SW 1/4, SE 1/4 14, all 15, 16, 17, 18
NW 1/4, SE 1/4, NE 1/4, 19, all 20, 21, 22, 23, SW 1/4 24
NW 1/4, SW 1/4, 25, all 26, 27, 28, 29, SE 1/4, NE 1/4, SW 1/4 30
NE 1/4 31, NE 1/4, SE 1/4 32, all 33, 34, 35, NW 1/4 36

25-5 (55)

All 19, 20, 21, SW 1/4 22, S1/2 26, all 27, 28, 29, 30, 31,
32, 33, 34, 35, 36

26-5 (117)

All 1, 2, 3, 4, 5, 6, 7, NW 1/4, SW 1/4, SE 1/4 of 8,
NW 1/4, NE 1/4, SE 1/4 of 9, all 10, 11, 12, 13, 14, 15
17, 18, 19, 20, SW 1/4, NW 1/4 21, all 23, 24, SW 1/4, NW 1/4
SE 1/4 27, all 28, 29, 30, 31, 32, 33, 34, NW 1/4, SW 1/4 35

25-6 (21)

SE 1/4 23, SE, NE 1/4, SW 1/4 24, all 25, 26, SE 1/4 34, all
35 & 36

26-6 (37)

All 1, 2, SE 1/4, NE 1/4 3, all 11, 12, 13, NE 1/4 SE 1/4
NW 1/4 14, NE 1/4 23, all 24, 25, NE 1/4, SE 1/4, NW 1/4 36

Sect. 1/31 + 31 1/2
Per Gene.

RESOLUTION 2006- 46

A RESOLUTION VACATING SOUTH SAND CREEK
ROAD BETWEEN SECTION 31 AND SECTION 32
TOWNSHIP 25 SOUTH, RANGE 5 WEST

STATE OF KANSAS }
RENO COUNTY

This instrument was filed for record on
the 17 day of Aug A.D. 2006
at 12:00 o'clock P.M. and duly
recorded in Book 411 on Page 29
Fee \$XXX (2)

Pat. Stollen
REGISTER OF DEEDS

WHEREAS, on the 13th day of July, 2006, a Road Petition signed by owners of land adjacent to the road described below, was filed in the office of the County Clerk, Reno County Courthouse, Hutchinson, Kansas, praying for the vacation of a road in Reno County Kansas, legally described as:

Mile 91 (Sand Creek Road) In Castleton Township; Commencing at Section corner common to Sections 29, 30, 31 and 32, Township 25 South, Range 5 West of the 6th P.M., Reno County Kansas, thence South along section line 30.0 feet to the place of beginning; thence continuing South on Section line between Sections 31 and 32 until the Right-of-Way of Sand Creek Road intersects the North Right-of-Way on the Parallel East Road. To be vacated 30.0 feet each side of Section Line.

and

WHEREAS, on the 14th day of July, 2006, the Board of County Commissioners found that the petition was legally sufficient and appointed Francis E. Schoepf, Frances J. Garcia, and Larry R. Sharp as viewers; and

WHEREAS, on the 20th day of July, 2006 and on the 27th day of July, 2006, a notice was published in The Hutchinson News advising that a road viewing and hearing would be held; and

WHEREAS, on the 9th day of August, 2006 the Board of County Commissioners of Reno County, Kansas, did meet at the described road at 11:00 a.m. to view said road, and on the 16th day of August, 2006 at 10:00 a.m. in the County Commission Chambers conducted a hearing on said road petition as required by K.S.A. 68-104; and

WHEREAS, the Board of County Commissioners finds that no person will be damaged by said proposed road vacation, and that said road is not a public utility by reason of continual flooding.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Reno County, Kansas that the said road shall be and is hereby vacated as requested effective the 16th day of August, 2006.

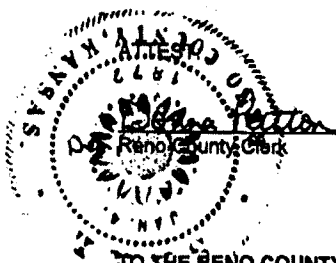
ADOPTED in regular session this 16th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS OF
RENO COUNTY, KANSAS.

78 [Signature]
Chairman - Francis E. Schoepf

[Signature]
Member - Frances J. Garcia

[Signature]
Member - Larry P. Sharp



TO THE RENO COUNTY REGISTER OF DEEDS:

This is to certify that the Board of County Commissioners of Reno County, Kansas, duly adopted the above and foregoing order and Resolution on the _____ day of

_____, 2006.

Shari Gagnebin, County Clerk



STATE OF KANSAS
RENO COUNTY

This instrument was filed for record on the
11 day of Oct A.D. 20 18
at 10 o'clock A.M. and duly
recorded in Book 536 on Page 2
Fee \$ 72.00 (4)

Michelle Updegrave
Registrar of Deeds

RIGHT-OF-WAY EASEMENT

TRIPLE D PROPERTIES LLC, the landowner(s), grant(s) unto the ARK
VALLEY ELECTRIC COOPERATIVE ASSOCIATION, INC., a Kansas corporation, and its successors and assigns, a right-of-way
and easement on, upon and under property located in ~~SEDGWICK~~ RENO County, Kansas described in the attachment to this
easement, for the following purposes:

1. To construct, maintain, locate, relocate and/or remove an electric transmission or distribution line or system, consisting of pole, fixtures, anchors, guy wires, conductors, underground lines or systems, and all appurtenances thereto on or upon or under a strip of land forming a part of the above -described property, the exact location of said line and system to be selected by the grantee, its successors and assigns if construction has not been commenced, or at the location of the existing lines and system, if this easement is given to recognize existing lines or systems.
2. The grantee shall have the right to cut, trim and/or remove trees and shrubbery and apply chemical herbicides to the extent necessary to locate, relocate, or establish said electric lines or system and to keep the same clear of all trees, shrubs, and other obstacles, within a corridor, spanning 20 feet on each side of said electric line or system, together with the right to remove, cut or trim any trees or branches tall enough or long enough to encroach on the corridor or to strike or interfere with the electric lines or system when falling.
3. Notwithstanding the grant and easement to the Cooperative, grantor and grantor's successors and assigns shall be responsible from and after construction and installation of the electric lines or system (or, if required by Grantee, to remove trees and vegetation in advance of construction and installation), or, if previously installed, from and after execution of this Right-of-Way Easement, to refrain from planting any trees or other vegetation, underneath the electric lines or system, or, within (20) feet of either side thereof, which may grow into or interfere with maintenance, and, shall be responsible for the prevention and removal of all such trees and vegetation. In the event that grantor shall fail or refuse to do so, the Cooperative, its successors and assigns, may trim or remove the same, at the cost and expense of grantor and grantor's successors and assigns.
4. Grantor shall provide and maintain for Grantee adequate access, including ingress and egress, as directed and determined by Grantee, including roadway, to construct, operate and maintain Grantee's lines and system. Grantee is released from any and all damages which may occur to Grantor's property, including lawns, crops, trees, and vegetation, in its reasonable access to the property for construction, operation and maintenance.
5. Grantor covenant(s) that grantor(s) is/are the owner(s) of the described property, free and clear of all liens and encumbrances of every kind and character except:

This Easement is given for valuable consideration, receipt of which is acknowledged.

Dated effective this 5 day of JULY, 20 18.

Signature(s)

Brock T Elliott

Print Name(s)

BROCK T ELLIOTT

Notary Use Only

STATE OF KANSAS, COUNTY OF Sedgwick, ss:

The foregoing instrument was acknowledged before me this 5 day of July, 20 18
by Brock T Elliott (a single person)/or/and his/her spouse.



Catherine Hernandez
Notary Public
Catherine Hernandez



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 1700 E. Parallel Rd - Pretty Prairie, KS

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: WEST OF HOME

Bruce T. Elliott
Owner

5-1-20
Date

Owner

Date



Security 1st Title

File #:

Property Address:

1700 E. Parallel Rd

Pretty Prairie, KS

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST 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 Fraud Alert.

Brian T. Elliott 5-1-20
~~Buyer~~ **SELLER**

Seller

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>

AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: _____ (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	_____	_____
Water & Sewer:	_____	_____
Gas Propane:	_____	_____
If propane, is tank owned or leased? Owned Leased <i>If leased, please provide company name and monthly lease amount:</i> _____		

Appliances that Transfer:	Refrigerator?	Yes	No	Washer?	Yes	No
	Dishwasher?	Yes	No	Dryer?	Yes	No
	Stove/Oven?	Yes	No	Other?	_____	
	Microwave?	Yes	No		_____	

Homeowners Association: Yes No

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? _____

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

DRIVEWAY EASEMENT

On this 20th day of February, 2001,

Gary D. Magby and Susan R. Magby, husband and wife, Grantors, grants and conveys to:

James Robert Goertz and Christopher S. Goertz, Grantees, an easement for residential driveway purposes over and across the following real estate owned by Grantors and described as follows:

The North 521 feet of the South 828 feet of the Southeast Quarter of the Southwest Quarter, all in Section 32, Township 25 South, Range 5 West of the 6th P.M., Reno County, Kansas, and

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 32 Township 25 South, Range 5 West of the 6th P.M., Reno County, Kansas described as commencing at the Southeast corner of the Southwest Quarter of said Section 32; thence West 767 feet to the place of beginning; thence North 307 feet; thence East 42 feet; thence North 300 feet; thence West 250 feet; thence South 130 feet; thence East 50 feet; thence South 170 feet; thence East 88 feet; thence South 307 feet; thence East 70 feet to the point of beginning;

and such easement shall be limited to and described as follows:

The centerline, 15 feet each side, of a 30 feet access easement to a 14.875 acre tract and the Northeast Quarter of the Southwest Quarter and the East half of the Northwest Quarter of the Southeast Quarter in the Southwest Quarter of Section 32, Township 25 South, Range 5 West of the 6th P.M., Reno County, Kansas; more fully described as follows:

Beginning 782 feet West, assumed, of the Southeast corner of the Southwest Quarter of Section 32, Township 25 South, Range 5 West of the 6th PM, Reno County, Kansas; thence NO°00'23"E, parallel to and 15 feet West of the property line, a distance of 307 feet to the South property line of a tract; thence continuing NO°00'23"E, a distance of 15 feet; thence East, and parallel with the South line of said Southwest Quarter, a distance of 57 feet to the East line of a tract; thence continuing East a distance of 15 feet; thence NO°00'23"E, and parallel to a tract, a distance 813.94 feet to the South Line, of a 14.875 acre tract, adjoining the Northeast Quarter of the Southwest Quarter and the East half of the Northwest Quarter of the Southeast Quarter;

and that this easement is for the benefit of and appurtenant to the real estate owned by Grantees and described as follows:

Q2 e 24

A tract in the Southwest Quarter of Section 32, Township 25 South, Range 5 West of the 6th P.M., Reno County, Kansas, more particularly described as follows:

The East Half of the Northwest Quarter of said Southwest Quarter, and the Northeast Quarter of said Southwest Quarter, and,

- A tract in the Southeast Quarter of said Southwest Quarter, described more fully as beginning at the Southeast corner of said Southeast Quarter of Southwest Quarter; thence at an assumed bearing of North 00 degrees 00 minutes 23 seconds East along the East line of said Southeast Quarter of Southwest Quarter, a distance of 828.94 feet to the point of beginning; thence continuing North 00 degrees 00 minutes 23 seconds East, a distance of 488.51 feet to the Northeast corner of said Southeast Quarter of Southwest Quarter; thence North 89 degrees 53 minutes 14 seconds West along the North Line of said Southeast Quarter of Southwest Quarter, a distance of 1323.01 feet to the Northwest corner of said Southeast Quarter of Southwest Quarter; thence South 00 degrees 01 minutes 25 seconds East along the North line of said Southeast Quarter of Southwest Quarter, a distance of 491.11 feet; thence East, a distance of 1322.83 feet to the point of beginning;

for the sum of \$10.00 and other good and valuable consideration. That this driveway easement shall be except and subject to the following:

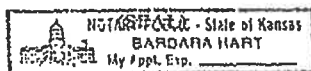
1. Other easements and restrictions of record
2. This residential driveway shall be constructed and maintained by grantees at their sole expense.
3. This grant of easement shall run with the land and inure to the benefit of the parties to this agreement, their successors and assigns.

Gary D. Magby
GARY D. MAGBY, Grantor

Susan R. Magby
SUSAN R. MAGBY, Grantor

STATE OF KANSAS)
COUNTY OF RENO) ss:

This instrument was acknowledged before me on February 20, 2001, by Gary D. Magby and Susan R. Magby, husband and wife.



My appointment expires: 7-3-01

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No.

Reserved for Register of Deeds

STATE OF KANSAS } ss
RENO COUNTY }

This instrument was filed for record on the 20th day of Feb, A.D. 2001 at 11:10 o'clock A.M. and duly recorded in Book 345 on Page 29 (3)
Fee \$ 10.00

Carol Saltee
REGISTER OF DEEDS

RENO COUNTY ZONING PERMIT

PERMIT NO: 7636

PARCEL NO: 2793200000004010

Name: _____ Contractor: _____
Address: _____ Address: _____
City: _____ Zip: _____ City: _____ Zip: _____
Phone: _____ Phone: _____

BUILDING SITE AND STRUCTURE

Location of Property: 1700 E. Parallel Road

Subdivision: _____ Lot: _____ Block: _____

Legal Description: SW 1/4 Sec: 32 Twp: 25 S Range: 5 W

Building New: X Move On: _____ Existing: _____ Use: Shed

of Baths: 0 Site Dimensions: 76.1 acres Building Dimensions 30' x 50'

Estimated Value of Structure: 18,000 Fee: 50.00 Zoning: AG

PERMITS

SEPTIC SYSTEM PERMIT	WATER SYSTEM PERMIT	ENTRANCE PERMIT	FLOODPLAIN PERMIT
Required: _____	Required: _____	Required: _____	Required: _____
Not Required: X	Not Required: X	Not Required: X	Not Required: X

SETBACKS COMMENTS

Front: 50' _____
Side: 30' _____
Rear: 30' _____

*** NOTES ***

1. Reno County does not enforce building codes but it is recommended that all construction comply with standards as set forth in the Uniform Building Code (UBC); Uniform Plumbing Code (UPC); National Electrical Code (NEC); Uniform Fire Code (UFC).
2. FLOODPLAIN REQUIREMENT; After the lowest floor (including basement) has been completed, the Elevation and/or Floodproofing Certificate verifying "As Built Elevations" will be returned to the PLANNING AND ZONING OFFICE BEFORE ANY FURTHER CONSTRUCTION OCCURS.
3. An Entrance Permit is required from the Reno County Public Works Department to construct an or entrance across county road right-of-way. Contact your township official to construct an entrance across township road right-of-way.

Signed: _____ Date: 7-20-18
Owner or Authorized Representative

Permit approved by: Mark Vonachen Date: 7/20/2018
Name: Mark Vonachen

COMMENTS: _____

FLOODPLAIN MAP CHECK
for Unincorporated
Areas of Reno County, Kansas

Name:

Address: Subdivision: Lot: Block:

Legal Description: SW 1/4 Sec: 32 Twp: 25 S Rge: 5 W

Reason for Map Check: Building Permit

Map Number 20155C0: 650 F

Person or Firm Requesting Information: Triple D Properties, LLC

Is this property within a special flood hazard area as shown on the official Reno County Flood Insurance Rate Maps?

Comments No floodplain

Map Checked By MV Reno County Planning Department

Date: 7/20/2018

Insurance related questions may be answered by calling FEMA's (Federal Emergency Management Agency) Insurance Servicing Agent toll-free at 1-800-638-6620 or visit their website at www.floodsmart.gov

Questions regarding the Resolution Document may be directed to the Planning and Zoning Dept. at (620) 694-2978.



Interoffice Correspondence Wastewater and/or Water Well System

Reno County Public Works - Planning & Zoning Division
600 Scott Blvd South Hutchinson, KS 67505
Phone 620-694-2978 fax 620-694-2924

Reno County Health Department
209 W 2nd Hutchinson, KS 67501
Phone 620-694-2900 fax 620-694-2901

Please submit this form along with the Zoning Permit Application and applicable fee to the Reno County Planning & Zoning Division at the above address. This form must be signed and approved by a representative of the Reno County Health Department before approval and issuance of a Zoning Permit per an inter-office agreement effective June 1, 2010.

Questions regarding this form may be directed to the Reno County Health Department or Planning & Zoning Division as listed above.

Zoning Permit # 7636

Applicant: _____

Address: 1700 E PARALLEL RD

Phone: _____

Location of proposed building site: SEE ATTACHED SITE PLAN (Shed)

This section to be completed by Reno County Health Department.

Approved ☒ Denied ☐

Environmental Health Inspector Comments: See attached documentation.

Signature: [Signature] Date: 7-24-18

RENO COUNTY ZONING PERMIT

PERMIT NO: 7637

PARCEL NO: 27932 0000000 4010

Name: _____
Address: _____
City: _____ Zip: _____
Phone: _____

Contractor: YES
Address: _____
City: _____ Zip: _____
Phone: _____

BUILDING SITE AND STRUCTURE

Location of Property: 1700 E. Parallel Road

Subdivision: _____

Lot: _____

Block: _____

Legal Description: SW 1/4 Sec: 32 Twp: 25 S Range: 5 W

Building New: X Move On: _____ Existing: _____ Use: SFD

of Baths: 1 Site Dimensions: 76.1 acres Building Dimensions 24' x 32'

Estimated Value of Structure: 18,000 Fee: 125.00 Zoning: AG

PERMITS

SEPTIC SYSTEM PERMIT	WATER SYSTEM PERMIT	ENTRANCE PERMIT	FLOODPLAIN PERMIT
Required: X	Required: X	Required: _____	Required: _____
Not Required: _____	Not Required: _____	Not Required: X	Not Required: X

SETBACKS COMMENTS

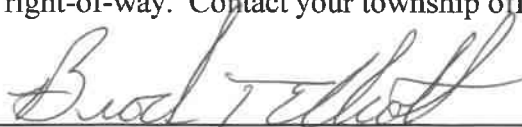
Front: 50'

Side: 30'

Rear: 30'

*** NOTES ***

1. Reno County does not enforce building codes but it is recommended that all construction comply with standards as set forth in the Uniform Building Code (UBC); Uniform Plumbing Code (UPC); National Electrical Code (NEC); Uniform Fire Code (UFC).
2. FLOODPLAIN REQUIREMENT; After the lowest floor (including basement) has been completed, the Elevation and/or Floodproofing Certificate verifying "As Built Elevations" will be returned to the PLANNING AND ZONING OFFICE BEFORE ANY FURTHER CONSTRUCTION OCCURS.
3. An Entrance Permit is required from the Reno County Public Works Department to construct an or entrance across county road right-of-way. Contact your township official to construct an entrance across township road right-of-way.

Signed: 
Owner or Authorized Representative

Date: 7-20-18

Permit approved by: 
Name: Mark Vonachen

Date: 7/20/2018

COMMENTS: Shed/SFD. Occasional use only. Not a permanent residence. Parcel was created before the 2016

~~zoning regulation update~~

Zoning regulation update

**FLOODPLAIN MAP CHECK
for Unincorporated
Areas of Reno County, Kansas**

Name:

Address: Subdivision: Lot: Block:

Legal Description: SW 1/4 Sec: 32 Twp: 25 S Rge: 5 W

Reason for Map Check: Building Permit

Map Number 20155C0: 650 F

Person or Firm Requesting Information: Triple D Properties, LLC

Is this property within a special flood hazard area as shown on the official Reno County Flood Insurance Rate Maps?

Comments _____

Map Checked By _____ Reno County Planning Department

Date: 7/20/2018

Insurance related questions may be answered by calling FEMA's (Federal Emergency Management Agency) Insurance Servicing Agent toll-free at 1-800-638-6620 or visit their website at www.floodsmart.gov

Questions regarding the Resolution Document may be directed to the Planning and Zoning Dept. at (620) 694-2978.



Interoffice Correspondence Wastewater and/or Water Well System

Reno County Public Works - Planning & Zoning Division
600 Scott Blvd South Hutchinson, KS 67505
Phone 620-694-2978 fax 620-694-2924

Reno County Health Department
209 W 2nd Hutchinson, KS 67501
Phone 620-694-2900 fax 620-694-2901

Please submit this form along with the Zoning Permit Application and applicable fee to the Reno County Planning & Zoning Division at the above address. This form must be signed and approved by a representative of the Reno County Health Department before approval and issuance of a Zoning Permit per an inter-office agreement effective June 1, 2010.

Questions regarding this form may be directed to the Reno County Health Department or Planning & Zoning Division as listed above.

Zoning Permit #

7637

Applicant:

Address:

1700 E PARALLEL RD

Phone:

Location of proposed building site:

See ATTACHED site PLAN

This section to be completed by Reno County Health Department.

Approved



Denied



Environmental Health Inspector Comments: See attached documentation.

Signature:

Date:

7-24-18

RENO CO HEALTH DEPT

209 West 2nd, Hutchinson, KS 67501-5232 phone 620-694-2900 fax 620-665-8883

ENVIRONMENTAL ASSESSMENT - WASTEWATER



Property Address: <u>1700 E Parallel Rd</u> City/State/Zip: <u>Pretty Prairie/KS/67570</u> PID#: <u>0782793200000004010</u>	
Owner: _____ Phone/Email: _____	
Special Instructions: <u>N/A</u>	
☐ Initial Inspection	☐ Follow-up Inspection
☐ Re-inspection Required Date: <u>N/A</u>	Visit Number <u>N/A</u> ☐ Trip charge applied ☒ Office Review Only
Zoning Permit/Case #: <u>7637 (barn) / 7636 (shed living space)</u>	
Existing System? ☐ Y ☒ N System Type*: <u>N/A - New construction</u>	
Installation date: <u>N/A</u> Location: <u>N/A</u>	
Code Violations observed: <u>N/A</u>	
Corrective Actions: <u>N/A</u>	
☐ System is not currently in use. No evidence of sanitation code violations relating to the operation/functioning of the wastewater system. However, sanitation code violations may become apparent upon occupancy of house and use of system.	
☐ *Enhanced Treatment Systems are required to be inspected annually from the date of installation. A copy of the inspection report and documentation of any repairs indicated on the inspection is to be filed with the Health Department within 60 days of the anniversary date listed below. The next inspection for this property is due on: <u>N/A</u>	
Setback Issues: <u>Per site visit on 7-24-18 for wastewater site assessment, and per interoffice site plan and aerial, no setback issues are apparent at this time between the proposed well, shed, barn, and wastewater system components.</u>	
Reserve area is required as a potential location to replace existing lateral field in the event of failure Reserve Area Identified: ☒ Y ☐ N <u>Space appears available for a reserve area.</u> Where: <u>North and west of currently proposed area to serve wastewater system.</u> Any Limitations: <u>No site limitations were apparent at the time of the site visit (7-24-18).</u>	
Comments: <u>Wastewater permit process needs to continue to be followed. Contact a county-wide licensed wastewater contractor, or become licensed for a site-specific install, and have them or the property owner submit a construction plan to be reviewed.</u>	
Profile Pit ☒ Y ☐ N ☐ N/A Scheduled Appointment: <u>N/A - Profile completed 7-24</u> Handouts Given: <u>#18, #11, and K-State: Selecting an Onsite Wastewater or Septic System.</u>	

Field Inspections are limited to an observation of the ground for evidence of surfacing sewage and other obvious visual indicators of system failure and violations of the Reno County Sanitation Code. This inspector cannot verify the condition, age, life expectancy, or functionality of the system. In the event any party desires further assurances with respect to this wastewater treatment system's present condition or future serviceability, a licensed wastewater installer should be consulted.

Signature: [Signature] 7-24-18
 Environmental Health Specialist [Signature] Date

RENO COUNTY HEALTH DEPARTMENT

209 West 2nd, Hutchinson, KS 67501-5232 phone 620-694-2900 fax 620-665-8883

ENVIRONMENTAL ASSESSMENT – WELL WATERProperty Address: 1700 E Parallel Rd City/State/Zip: Pretty Prairie/KS/67570 PID#: 0782793200000004010

Owner: _____ Phone/Email: _____

Special Instructions: N/A
☐ Initial Inspection ☐ Follow-up Inspection Visit Number N/A ☐ Trip Charge Applied ☒ Office Review Only
☐ Re-inspection Required Date: N/AExisting System? ☐ Y ☒ NZoning Permit/Case #: 7637 (barn) / 7636 (shed)

Domestic Drinking Water Well	Domestic Irrigation/Livestock Well
Code Violations: <u>N/A - New Construction</u>	Code Violations: <u>N/A</u>
Corrective Actions: _____	Corrective Actions: _____
Est. distance well to: Septic tank _____ Lateral field _____	Est. distance well to: Septic tank _____ Lateral field _____
Other: _____	Other: _____
Location: _____	Location: _____
Well Cap: Sanitary seal: ☐ Yes ☐ No Vented: ☐ Yes ☐ No	Well Cap: Sanitary seal: ☐ Yes ☐ No Vented: ☐ Yes ☐ No
Well Casing: ≥12" above grade: ☐ Yes ☐ No Intact: ☐ Yes ☐ No	Well Casing: ≥12" above grade: ☐ Yes ☐ No Intact: ☐ Yes ☐ No
Conduit Adequate: ☐ N/A ☐ Yes ☐ No	Conduit Adequate: ☐ N/A ☐ Yes ☐ No
Pump Type: ☐ Submersible ☐ Top Mount	Pump Type: ☐ Submersible ☐ Top Mount
Backflow Prevention: ☐ N/A ☐ Yes ☐ No	Backflow Prevention: ☐ N/A ☐ Yes ☐ No
Method: _____	Method: _____
*Water well casing alterations may only be completed by the property owner or a water well contractor.	*Water well casing alterations may only be completed by the property owner or a water well contractor.
☐ Construction in compliance with Code	
☐ Construction not in compliance with Code	

Setbacks: Per site visit on 7-24-18, no setbacks are apparent between the proposed well, buildings, or septic system area.☒ Setbacks in compliance with code ☐ Setbacks not in compliance with codeComments: Continue the well permit process. A well construction plan has been submitted and is under review.Handouts Given: #17, K-State: Private Well Maintenance and Protection

No inspection was made of below grade components. No representative of the Health Dept. is qualified to test or analyze water samples. The above stated water sample results were obtained from an independent laboratory. Reno County offers no opinion concerning the suitability of the water sampled for domestic consumption, except as to the test results provided on the date sampled. A more comprehensive test may demonstrate the presence of other undesirable elements. *Water well casing alterations may only be completed by the property owner or a water well contractor.

Signature

Environmental Health Specialist

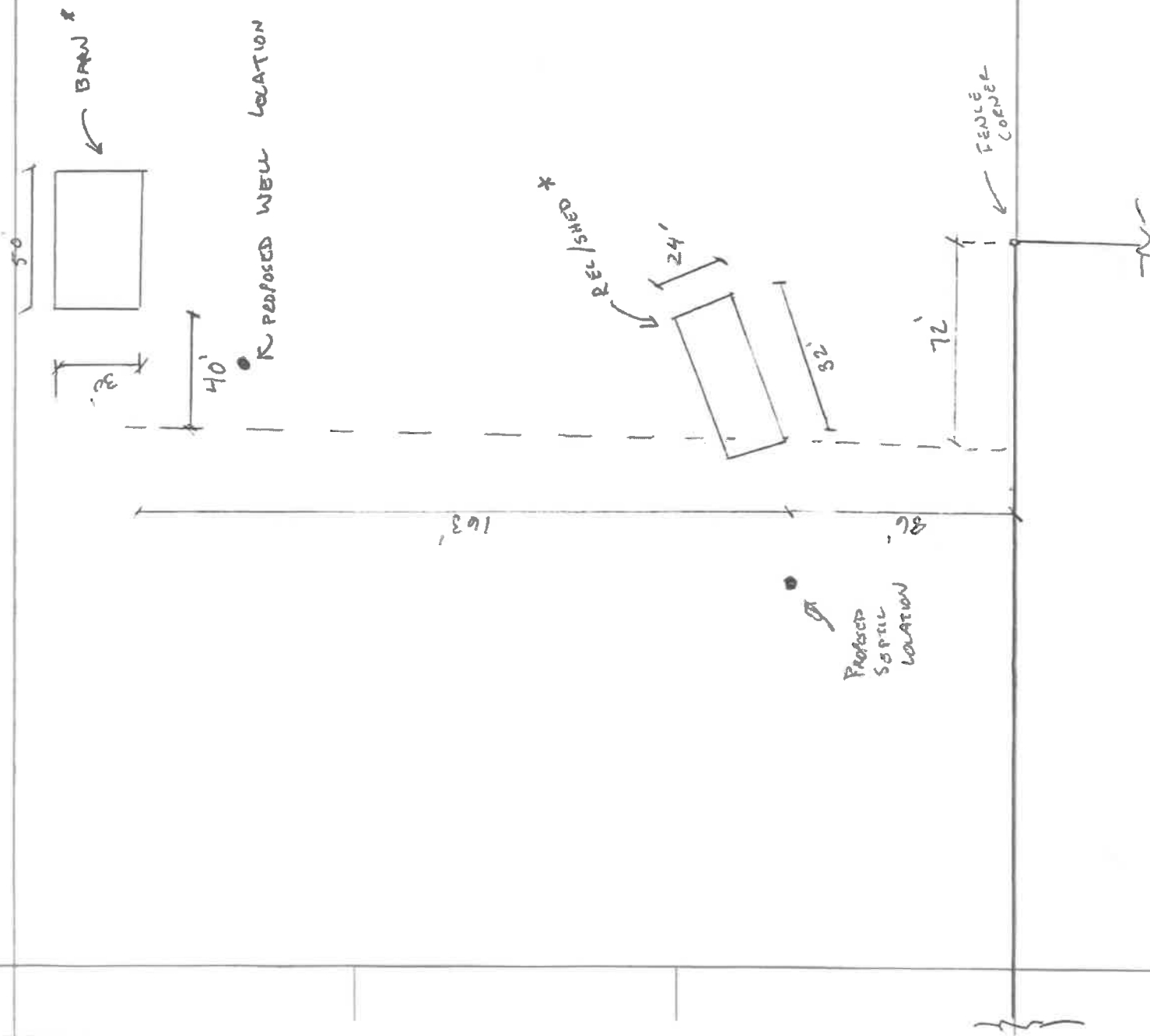
7-24-18

Date

F/Masters/EH/EnvironmentalAssessmentWaterWell 08/17

↑ NORTH

↓ TO E. Parallel Road



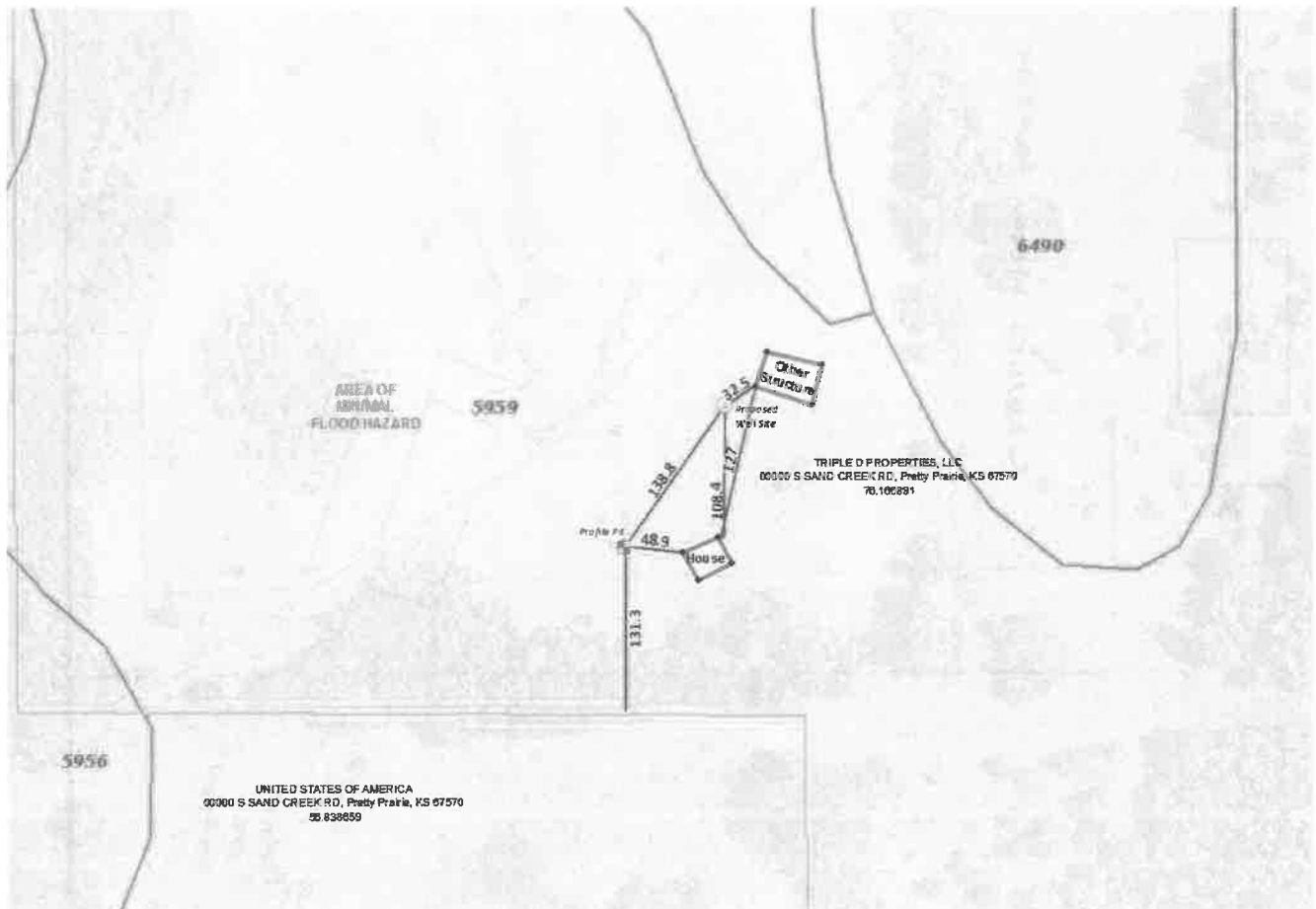


Reno County Health Department
209 W 2nd Hutchinson KS 67501 Phone: 620-694-2900 Fax: 620-665-8883

Address: 1700 E Parallel Rd City/State/Zip: Pretty Prairie/KS/67570

Property Owner: _____ PID: 07827932000000004010

Map and Measurements are for sanitation code purposes only.





"Healthy living in a healthy community."

RENO COUNTY HEALTH DEPARTMENT
209 West Second Avenue
Hutchinson, Kansas 67501-5232
(620) 694-2900
Fax (620) 665-8883
www.renogov.org/health

Wastewater Permit Process

Dear Homeowner:

The table below outlines the sequence of events needed to comply with the Reno County Sanitation Code permitting process.

Step	Applicant (Homeowner or Contractor)	Health Department
1	Completes permit application form	
2	Pays permit fee of \$275; \$50 trip charge applied on 3rd visit & each visit thereafter	
3	Excavates soil profile pit	
4		Conducts site evaluation including soil profile
5		Fills out soil profile worksheet & inspection worksheet
6		Mails worksheets to applicant
7	Completes construction plan	
8		Obtains construction plan
9		Reviews all worksheets and waiver request
10		Informs applicant & contractor of any needed changes
11		Issues Permit
12		Permit mailed to applicant and contractor informed
13	Receives approved permit	
14	Begins construction process with contractor	
15		Checks on progress either by phone or site visit with owner
16	Contacts the Health Department to schedule final inspection on construction	
17		Conducts final inspection
18		Completes final inspection form and mails copy to owner along with educational materials

Please contact the Reno County Environmental Health Staff @ 620-694-2900 as needed.

Darcy Basye, B.S., R.S.
Environmental Health Coordinator

Derek Norrick
Environmental Health Specialist

Kyle Stropes
Environmental Health Specialist

Reno County Health Department

209 West 2nd Ave Hutchinson KS 67501 Phone 620-694-2900 Fax 620-665-8883



Issued According To Construction Plan

Permit 20 - RP

Permit Type:

- | | | |
|---|--------------------------------------|--|
| ☐ Private | ☐ Semi-Public | ☐ Waiver (See Attached) |
| ☐ New Construction | ☐ Replacement | ☐ Repair |
| ☐ Wastewater | ☐ Well | |
| ☐ Floodplain (Permit and/or waiver will be filed with Reno County Register of Deeds.
See attached specialized permit) | | |

Wastewater Type:

- | | |
|---|--|
| ☐ New Tank | ☐ Privy |
| ☐ Septic System | ☐ Lateral |
| ☐ Enhanced Treatment (requires yearly maintenance) | ☐ Gravel Bed |
| ☐ Lagoon (must be fenced 15 days within use) | ☐ Holding Tank |
| ☐ Existing Tank (if existing tank is found to be in poor condition during installation of remaining system it must be replaced with a KDHE certified septic tank with appropriate capacity.) | ☐ Mound |
| | ☐ Experimental: _____ |
| | ☐ Maintenance: _____ |
| | ☐ See attached letter |

☐ Semi Public Permit Holders: Please submit Annual Inspection Reports to Reno County Health Department EH Staff by expiration date to avoid any lapse of Annual Permit.

Permit Holder _____

Permit Address _____

SAMPLE PERMIT

City _____ State _____ Zip _____

System Location _____

Issued By **Construction is not to begin without a permit issued**

Issue Date _____ Expiration Date _____

Owner Acknowledgement: _____ Date: _____

**Contact the Reno County Health Department
Environmental Health Staff to schedule an inspection**

**Do not cover any Wastewater Systems without an inspection
All Water Wells require an inspection upon completion**

This permit authorizes the construction or re-construction of either an on-site Water Well or on-site Wastewater System conforming to the requirements of the Reno County Sanitation Code and the construction plan approved for the site referenced above.

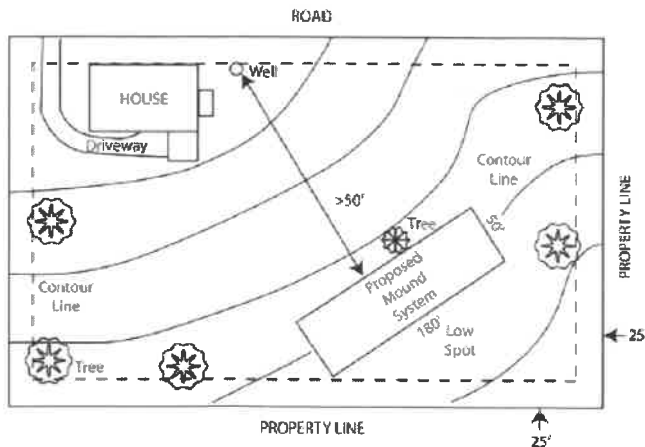
**It is the homeowner's responsibility to assure future compliance with the
Reno County Sanitation Code**

How to Complete the Installation Design Diagram for Reno County, Kansas

- 1) Draw out the property on form provided by Reno County Health Department.
- 2) Complete sections on form: Property Owner, Address, Phone, Lot Size, Enhanced Treatment.
- 3) List distances from each property feature, including any and all Wastewater Systems, Wells, houses, garages/sheds, driveways, fields, property lines, etc.
- 4) Draw out the lateral field and list system components including tank, lift stations, chambers, pipes, sewer lines, cleanouts, inspection ports, risers, etc.
- 5) Submit to Reno County Health Department Environmental Staff for review.



Sample of Drawing:



Reference: Reno County Sanitation Code, effective October 1st, 2003;

For more information contact:



Reno County Health Department
209 West Second Street
Hutchinson, KS 67501
Phone: 620-694-2900
Fax: 620-665-8883
<http://www.renogov.org/>

Handout #11 How to complete a diagram



Selecting an Onsite Wastewater or Septic System

If a site is not served by a central sewer system, some kind of onsite wastewater treatment and dispersal system must be used. A traditional septic tank and lateral field is the most common system. However, there are many alternatives. Some choices are better suited for specific site conditions than others.

To function well, the system needs to accommodate site conditions and the maximum wastewater flow at the present and in the future. When soil and site conditions allow, a septic tank and dispersal field will meet the need. When this is not the case, other options must be considered. This publication identifies and gives information to help select one of the many options.

All systems require maintenance. A traditional septic system needs regular septic tank pumping, sensible water use, and wise choices of what materials are put down the drain. Lagoons require vegetation management and water level control. More extensive maintenance is required for the electrical and mechanical components of alternative systems.

This publication is written for Kansas residents. The information is useful in other states, but some things may not apply. Kansas does not allow surface discharge from onsite systems. Kansas Department of Health and Environment, Bulletin 4-2 specifies a minimum 4 feet of unsaturated, permeable soil beneath a soil dispersal field, except when full treatment is provided. The county code can increase these minimums.

Tips for Owners

The same care and research should be given to selecting, contracting, constructing, and caring for an onsite wastewater system as for any other major purchase. Analysis of the expected current and future needs, as well as regulatory requirements, should be considered. The time and expense required to keep the system operating well, either by a service provider or the owner, is important and must be included.

The soil depth and its properties, plus the size and configuration of the site, often determines the systems best suited for the site. Additional factors that should be considered are:

- location of water supplies and underground utilities;
- operation in extreme conditions: rain, temperature;

- system availability, certification, and warranty;
- experienced and qualified installer/contractor (references, license, training, insurance, etc.);
- life of system, components, and access to repair parts;
- maintenance needs: frequency and amount;
- availability of trained, reliable service provider;
- need for enhanced treatment, like nutrient removal;
- system initial installation cost and annualized payoff;
- power reliability and cost;
- annual cost for operation, maintenance, and repair;
- system compatibility with owner's needs or lifestyle.

Types of Onsite Systems

Anaerobic and aerobic biological treatments, as well as settling of solids, are involved in onsite wastewater systems. In traditional systems, these occur in the septic tank and soil dispersal field respectively. The processes retain solids, break down wastes, stabilize wastewater, and deactivate pathogens. In lagoons, anaerobic processes occur in the lower part of the lagoon, and aerobic processes occur near the surface. Figure 1 illustrates aerobic and anaerobic treatment for various onsite wastewater categories.

When the soil depth is too shallow or permeability (ability to absorb and transmit water) is too slow, a system providing greater wastewater pretreatment may be used. Alternative systems often achieve much of the aerobic treatment that would normally occur in the soil. Thus, they can be added when the soil is shallow or when the area is small to achieve adequate treatment and improve dispersal. With aeration, air is injected to enhance treatment.

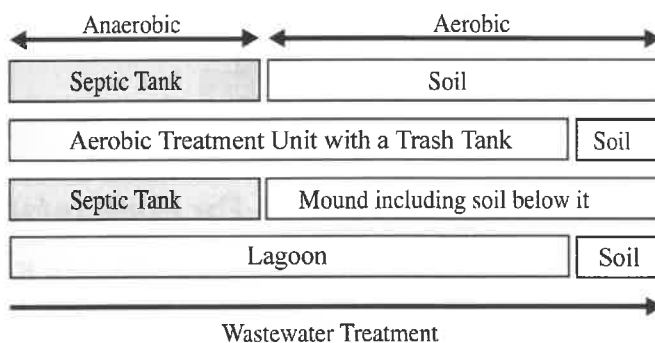


Figure 1. Onsite wastewater treatment systems.

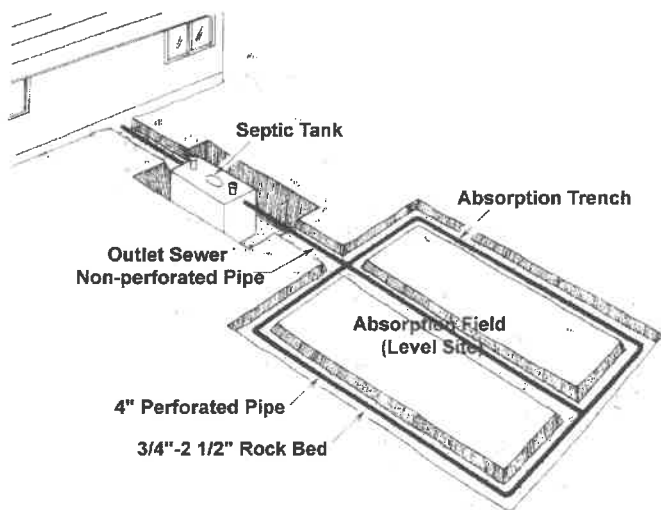


Figure 2. *Traditional septic tank – soil dispersal system.*

All systems accomplish the same job – the treatment of wastewater — but, the size, cost, and physical appearance can be quite different.

Although some soil-dispersal types are commonly matched with certain alternative systems, this may be more a function of the product lines carried by a distributor than a technical requirement. Septic tanks and most alternative systems can be matched with any of several soil-dispersal designs.

Traditional Onsite Systems

A septic tank and soil dispersal laterals is by far the most common onsite wastewater system used in Kansas (see Figure 2). Wastewater treatment begins in the septic tank, and final treatment and recycle of the effluent occurs in the dispersal field. Maintenance of traditional systems includes regular pumping of the septic tank, typically every three to five years. If the septic tank has an effluent filter, it should be checked at least every six months and cleaned as needed. The dispersal field should be checked regularly for signs of problems, wastewater surfacing, soggy soil, and odor. Limiting the amount of waste and

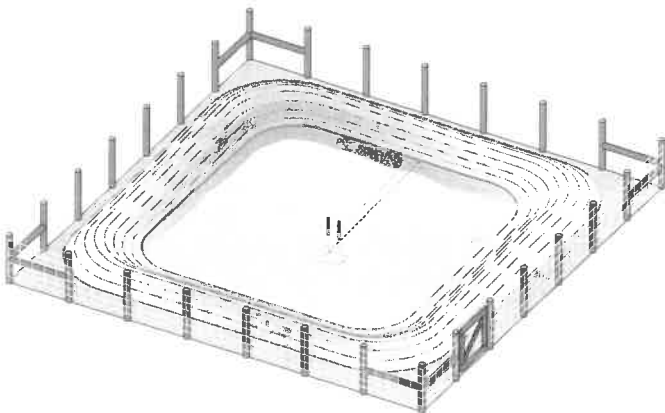


Figure 3. *Traditional wastewater stabilization pond or lagoon.*

water will improve performance, reduce maintenance, and extend the system's life. For more information on the use of septic systems see *Get to Know Your Septic System*, MF-2179, or *Septic Tank Maintenance*, MF-947.

A wastewater stabilization pond (lagoon) has an optimum operating depth of 3 to 5 feet and is usually constructed 6 to 8 feet deep (see Figure 3). Bacteria and other microbes treat the wastewater. Dispersed, single-cell algae and air movement across the surface supply oxygen to the lagoon's upper layer. A lagoon requires a larger lot size, usually at least 2 acres. For an impermeable, high-clay soil, a lagoon is an inexpensive, effective, and practical option when sufficient area and a suitable site are available. Fencing is essential to keep children and animals, especially pets, away from the wastewater, thus protecting health and safety.

The wastewater level in a lagoon should be monitored and recorded monthly. Additional water should be added to help control plants when the level falls below 3 feet deep. Water conservation is essential or enlargement is needed when the level is within 2 feet of the top and still rising. The grass cover on the berm should be kept short. Plants growing in the water should be removed. Cattails and duckweed are common weed problems that interfere with good operation and therefore must be controlled. For more information on the design and use of lagoons see publications *Wastewater Pond Design and Construction*, MF-2290, and *Wastewater Pond Operation, Maintenance and Repair*, MF-1044.

Alternative (or Enhanced) Treatment Systems

Onsite system components designed to treat septic tank effluent before it goes to the dispersal field are often called alternative treatment systems. They include aerobic treatment units (ATU); various filters (sand, media, and rock-plant); and mounds. All onsite systems require maintenance, but, because of mechanical, electrical, and/or vegetation components, alternative systems require more maintenance. When maintenance is neglected, function, performance, reliability, and life expectancy are reduced.

Factory-built systems, rather than those built onsite, often have manufacturer-trained service providers. Systems certified by NSF International (formerly National Sanitation Foundation) include a two-year maintenance contract with purchase. Because ongoing system maintenance is essential, a contract with a service provider may be required by county code and in any case is strongly recommended for all alternative treatment systems.

When high effluent quality is needed or wanted before dispersal, any alternative treatment system can be used. Some systems offer advantages over others in specific cases. For instance, sand filters and rock-plant filters are better for rocky sites because they are shallow and do not require a deep hole. On sites with limited space, an

aeration system may be the best choice because sand and rock-plant filters require more area.

Alternative treatment can be used to overcome some site and soil limitations, including:

- When the aerated soil profile is less than the minimum 4 feet, an alternative system accomplishes most of the treatment normally done by the soil. This assures adequate treatment before the percolate reaches groundwater.
- In environmentally sensitive areas, an alternative system treats the wastewater to a higher standard and, in some systems, also reduces nitrogen levels.
- If a lateral field fails because of excess biomat (organic and bacterial slime) growth, an alternative system reduces the organic load and may restore infiltration to the dispersal field.
- If the wastewater is high strength, such as that from a restaurant, pretreatment by an alternative system can reduce the concentration so that the soil can handle it.
- An alternative system may make a smaller dispersal field possible, however the reduction is less for clayey soils.
- An alternative system is often required or recommended for drip dispersal.

Sand and Media Filters

A **sand filter** (see Figure 4) is a bed of sand contained in a waterproof liner and placed between the septic tank and soil-dispersal field. Septic tank effluent is pump-dosed onto the sand several times a day. As the effluent trickles through the sand, suspended particles are filtered, and bacteria growing in the bed treat the wastewater. In the intermittent sand filter (ISF), effluent percolates through the bed and discharges to the dispersal field. Recirculating sand filters (RSF) return much of the percolate to the dose chamber where some nitrate removal may occur. Some sand filters are constructed without liners and discharge directly to the soil underneath, similar to a mound.

The sand filter consists of a pump controlled by float switches and timer, alarm, pressure dosing pipes, the sand bed, and drains. Percolate gravity flows or is pumped to a soil-dispersal field. The sand bed — composed of uni-

formly sized medium to coarse grains with no fine sand, silt, or clay particles — is usually 2 feet thick.

In addition to maintenance of the pump and controls, dosing lines must be flushed and the pressure on each line checked at six-month intervals. The lines can be flushed or cleaned with a bottlebrush attached to a plumber's snake. A plugged orifice blocks use of a portion of the filter causing the rest of the filter to receive a higher loading rate. Sand filters covered with soil and grass should be moved regularly. If a gravel cover is used, vegetation should be pulled and debris removed as needed.

Other media filters. Sand-like particles (including crushed glass, bottom ash, and expanded shale) can be used as filter media. The particles used should approximate the size distribution of sand or be based on research using the specific media. Other materials with large surface areas supporting bacterial growth (including peat, textile, or foam) have been used successfully to treat wastewater. There are both manufactured and site-built systems based on research using these media.

Mound. A mound system consists of a layer of clean, uniformly graded sand on a prepared natural soil surface. A pumped dose system that uniformly applies effluent to a distribution bed on top of the sand (see Figure 5) is essential. A mound is similar to a long, narrow sand filter with no sides or lined bottom. No additional dispersal field is required, because after treatment through the sand, the effluent percolates directly into the soil under the mound.

Topsoil and grass cover the mound and a good site design incorporates the mound into the landscape plan. Mounds are usually limited to slopes of less than 15 percent. Mound designs are site-specific, which increases the time and expense for installation.

After construction, the mound, like all soil dispersal systems, should be protected from traffic and the grass cover should be mowed. The bed should have inspection ports, so wastewater distribution can be checked. Distribution lines should have cleanouts so they can be flushed at least twice a year. Pumps, floats, and alarms must be checked as part of the regular maintenance.

Aerobic Treatment Unit (ATU). When oxygen is supplied, the rate of microbial activity in the wastewater-

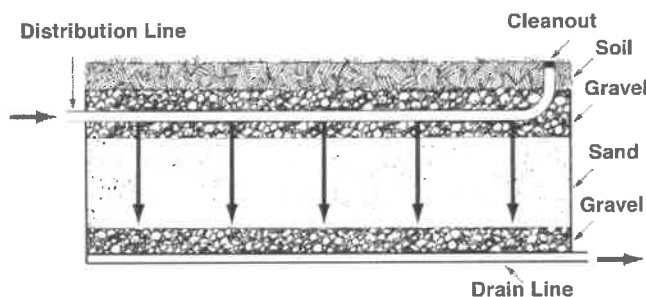


Figure 4. Sand filter.

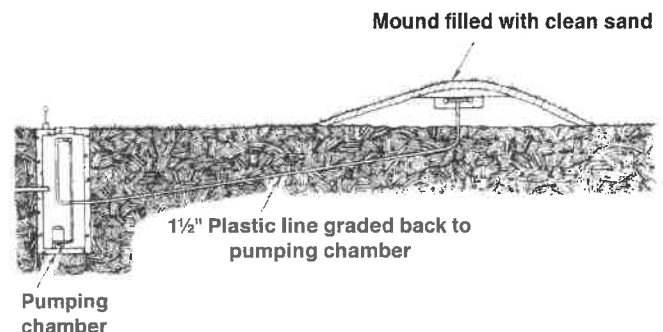


Figure 5. Mound.

ter increases and treatment progresses faster. Oxygen is added by injecting air into the wastewater or by spraying wastewater into the air. Aeration systems are largely preassembled at a factory so installation is relatively simple. The units are transported to a site and connected to the wastewater piping and electricity according to the manufacturer's instructions. There are many designs and manufacturers of aerobic treatment units.

Three processes are involved in most aeration systems: physical separation, aeration, and clarification. These processes may be in separate tanks, compartments of a single tank, or other configurations (see Figure 6). Some aeration units are installed in a septic tank, and others use a separate septic tank or provide their own specialized tank. The tanks or compartments are usually constructed of concrete or fiberglass.

Odors and alarms indicate a need for service. In addition to maintenance of the mechanical and electrical parts including pumps, level switches, timers, blowers, diffusers, and filters, regular pumping of the septic or trash tank is necessary. Other compartments also may require occasional pumping or cleaning. Because care to avoid damage of system components during pumping is essential, it is best to use a pumper who is familiar with these systems.

An ATU system should have local service support and a good warranty. NSF has a certification program for aeration units based on testing over a range of operating conditions. NSF certification requires the manufacturer to provide inspection and service calls for the first 2 years. *Continuation of a similar service contract is strongly recommended, if not already required by local regulations.*

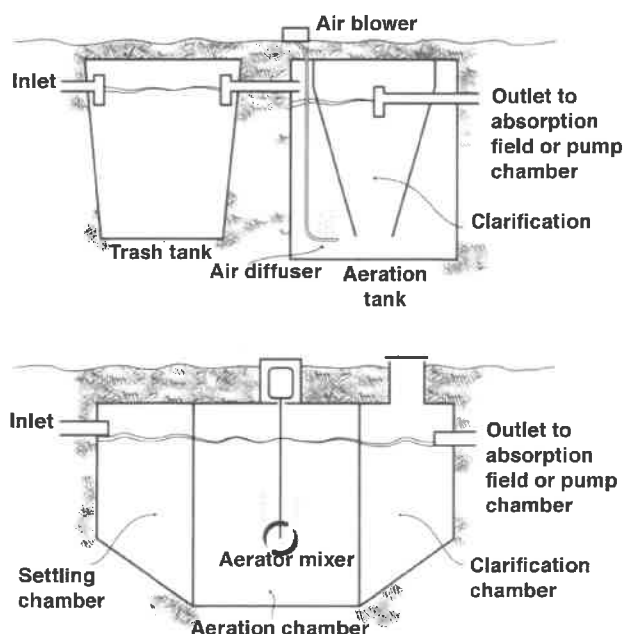


Figure 6. Aeration systems.

Rock-plant filter or vegetative submerged-bed (VSB). Rock-plant filters, also called constructed wetlands, treat septic tank effluent by horizontal flow through a lined bed of gravel (see Figure 7). Roots of adapted wetland plants fill in spaces between rocks. The liner may be plastic, compacted clay, or concrete. These systems can be rewarding for people with a strong interest in gardening and managing their wastewater. The soil dispersal field can be traditional laterals, as shown in Figure 2, or a second unlined wetland cell. Surface discharge is prohibited.

A healthy stand of wetland plants contributes to wastewater treatment, especially nutrient removal. During the growing season, plants take up water and nutrients. However, bacteria growing on rocks and roots accomplish much of the treatment. Thus, treatment continues when plants are dormant. Maintenance is important to keep plant growth vigorous and to prevent clogging the rock bed.

To keep a rock-plant filter from becoming a weed patch, "gardening" is required. This includes replacing or removing dead plants, unwanted species, and trees. Plants with dense fibrous roots may need thinning to maintain wastewater flow through the filter. This gardening is in sewage, so protective clothing and gloves should be worn. The water-level control device should be adjusted as needed to maintain an optimum water level. During high evaporation or low inflow, extra water may need to be added to keep the roots wet and the plants healthy.

Special Systems

Where water is limited — or for other reasons — holding tanks, privies, composting toilets, and incinerating toilets may be used for toilet waste. Graywater (household wastewater, excluding toilet waste) also requires an adequate treatment and dispersal system.

Graywater, sometimes mistakenly thought to be safe to discharge, is high in organic material, fecal bacteria, and nutrients. Wastewater from sources other than toilets (including laundry, bath, shower, and kitchen), called graywater, may contain pathogens, and thus is sewage that must be treated. State standards prohibit the surface discharge of all sewage, whether treated or untreated. Graywater like blackwater (toilet waste) must be discharged to an appropriate traditional or alternative treatment system.

Holding tanks collect sewage discharges in a tank with no outlet that is later pumped and transported to a treatment plant. For a residence on a small lot with no suit-

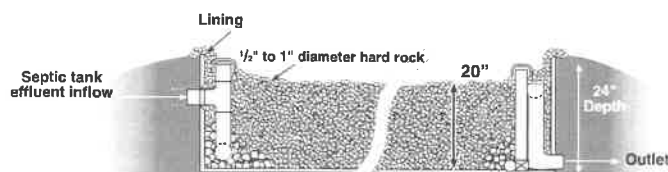


Figure 7. Rock-plant filter.

able soil treatment area available, a holding tank may be practical. It may be acceptable for short-term, intermittent use such as a recreation cabin. But the high cost of hauling sewage makes a holding tank impractical for a long-term, full-time residence. The waste load and cost can be reduced by water conservation.

Low water use systems. In situations with no running water, such as a weekend cabin, non-water carriage or “waterless” toilets (vault privies, composting toilets, incinerating toilets, etc.) may be practical. If water is available, there will be wastewater from sources other than toilets, and a treatment system is required.

Vault toilets (or privies) have risers (seats) over a watertight tank or vault. The bottom of the vault tank should be at least 4 feet above permanent or seasonal water tables. To reduce odors and insects, good ventilation is necessary. Providing a 12-inch diameter black vent pipe from the vault up the south side of the privy will help control odor. For temporary use, portable commercial units can be rented. (See KDHE bulletin on privies.)

Composting toilets. In addition to homemade units, several commercial composting toilets are available. As with privies, the toilet wastes are directly deposited in a holding compartment without flushing. Composting toilets are designed to encourage microbial decomposition of the toilet wastes, and in some designs, biodegradable kitchen waste. The bacterial action produces heat that helps drive off excess moisture and reduce the waste volume. The residue should always be kept away from humans and from contact with food crops. It may be disposed in the trash, by burying, or land application depending on local regulations.

Incinerating toilets use heat from an electric or fuel source to burn toilet waste to ash. The residue is disposed of as solid waste. A paper bowl liner is used to protect the bowl and reduce cleaning. The liner and waste drop into a holding container. The waste is incinerated after two to four uses. These units require an energy source (an operating cost) and a vent pipe (possibly with an odor control device).

Soil Dispersal System Options

Laterals. The design of the soil-dispersal field can be modified to overcome moderate soil-depth limitations by using shallow laterals (see Figure 8). If a restrictive layer is at 56 inches, the required 48 inches vertical separation distance can be achieved with a shallow, in-ground trench at 8 inches. At-grade systems are similar, but the tank effluent is normally pump-dosed to small diameter, perforated pipe installed in rock (or chambers) over the prepared soil surface. The pipes are covered with rock, then with filter fabric, soil, and grass.

If the loading rate is “not recommended for a traditional soil dispersal system,” other options should be considered. When soil permeability is very slow, lagoons may be an excellent choice. When soil depth is also limited in addi-

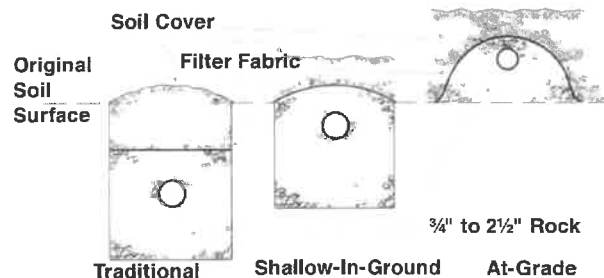


Figure 8. Traditional, shallow-in-ground, and at-grade laterals.

tion to permeability, an alternative system, which provides enhanced pretreatment ahead of dispersal, may be a good choice. For soils that allow very rapid movement of effluent, a timed, pressure-dosing system is a good possibility.

Dispersal bed. A dispersal bed is a wide soil-dispersal system (greater than 5 feet) with at least two distribution pipes (or rows of chambers) not separated by undisturbed soil (see Figure 9). Beds are usually rectangular, with the pipes laid parallel to the long side. Because oxygen movement to the center of a bed is restricted, the biomat is usually thicker and the long-term acceptance rate is lower than for laterals. Thus the bottom area of the bed should be enlarged to 1½ times the bottom area required for lateral trenches. If space is available, laterals are preferred because they are better aerated and have more sidewall area. These factors increase the reserve capacity to handle the wastewater load.

Beds that have little downward seepage into the soil are called evapotranspiration (ET) beds. Before considering an ET bed, a good rule of thumb is that the annual evaporation should exceed the annual precipitation by at least 30 inches (more than 40 inches is better) for the site. Thus, such systems would be suitable only west of U.S. Highway 183 in Kansas.

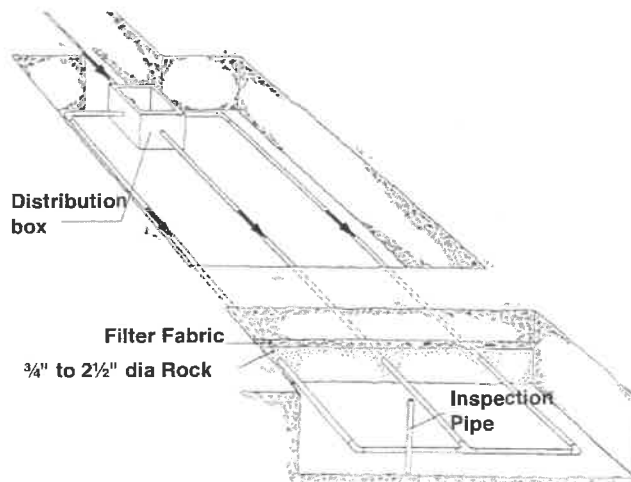


Figure 9. Absorption bed.

Pressure distribution allows effluent to be evenly distributed throughout the dispersal system. By contrast, in a gravity dispersal system the effluent flows into the system, gradually infiltrating as the liquid spreads down the laterals. The inlet ends of the laterals are in constant use and the more distant parts of the trenches are used intermittently.

In pressure distribution, a pump forces effluent through small-diameter pipes – less than 1¼ inch – which have small holes (orifices) spaced along the length. When the pump is activated, the dose is spread evenly over the entire area covered by the pipe network. A timer added to the controls will allow doses to be spaced throughout the day. By alternately dosing and resting the field, the effluent is better aerated and more effectively treated. Thus, the dispersal field usually performs better with a longer life. This same pressure dosing principle is also used in sand filters and mounds.

A *low pressure pipe (LPP)* distribution field, especially on a sloping site, is the most complicated of the dispersal systems to design. The length and diameter of the lateral pipes, the size and spacing of the orifices, the pump capacity, the pressure used for the system, and the

volume and frequency of each dose of wastewater are interrelated. An experienced professional is needed for design and installation.

Regular maintenance on an LPP system includes flushing the lines and checking the pressure by either measuring the height of the water column in a tube or the squirt height at the end of a distribution line when the system is dosing. Perform maintenance on an LPP field at least every 6 months.

Drip dispersal (drip irrigation) is another option that is becoming more common. A drip dispersal system consists of a pump and controls (often with a timer) that distribute treated wastewater through small diameter tubing (typically ½-inch) with specially designed holes (emitters) usually spaced 2 feet apart. Drip dispersal usually requires enhanced treatment, such as ATU or filter system, of septic tank effluent. Although more expensive than other dispersal options, drip dispersal has advantages of shallow placement, dosing, and distribution covering the full area of the field. It also is easily installed in irregularly shaped areas and around obstacles such as trees.

Choosing Systems for Soil and Site Conditions

Tables 1 and 2 summarize the options for wastewater treatment systems appropriate for a variety of soil and site conditions. Table 1 covers ideal, permeable soils of various depths. Table 2 deals with sites that have soil permeability and other limitations.

Table 1. *Choosing an onsite system for permeable¹ soil with depth limits*

Soil Depth to Restriction	Possible Systems
Greater than 6 feet deep	Traditional septic tank and gravity trench dispersal field.
4.75 to 6 feet	- Traditional septic tank with shallow in-ground dispersal laterals. - Enhanced treatment system with traditional laterals may be considered.
4 to 4.75 feet	- Septic tank with at-grade dispersal laterals where the site is flat or pump-dosed dispersal where the site is sloped. - Enhanced treatment system with traditional laterals may be considered.
1.5 to 4 feet ²	- Engineered mound. To avoid surfacing from lateral movement, a mound may not be suitable when an impermeable layer is less than 2 feet deep. - Enhanced treatment system with shallow in-ground drip dispersal. - Pump to a dispersal field in another area that has adequate soil profile.
Less than 1.5 feet ²	Pump to a dispersal field in another area that has adequate soil.

¹ "Permeable soils" for this table are moderately well-drained or well-drained soils ranging from coarse, uncemented sands through more clayey soils with moderate and strong structure. Comparable perc rates are 5 to 60 minutes per inch. Depths are from the surface to a restrictive layer such as clay, shale, groundwater or rock.

² Lagoons also may be considered in these cases. The permeable soil layers and restrictive layers other than high clay soils will require special construction techniques to minimize seepage. A lagoon bottom should be 4 feet above a permanent watertable and a seasonal water table when other suitable options are available.

Cluster Systems for Multiple Homes

Utilizing innovative central sewer system technology, wastewater from a group of homes can easily be collected and handled in one system rather than many individual systems. This usually requires a sewer benefit district that owns and operates the system. Such systems are well suited to fringes of urban areas, rural subdivisions, lake developments, and unsewered towns with small lots. In these cases, space limitations restrict traditional onsite systems.

Significant construction cost savings may be possible by using a cluster system instead of large diameter gravity sewers. However, future maintenance costs are usually greater. Property owners must agree on the organizational and operational details and meet legal requirements before a cluster system can be implemented. Detailed engineering design and specifications are necessary to assure that regulations are met and a long life is assured.

Good Performance and Long Life

Although they are different in appearance and in size, onsite wastewater systems use essentially the same processes that municipal wastewater treatment plants use. However, a very big difference is that trained professionals operate central treatment plants, while the homeowner has responsibility for operating his/her own system. Regular maintenance is required for all systems. However, it is especially important for more complex systems – especially those that use pumps, controls, timers, and pressure distribution.

Keeping good records about the design, location, and past maintenance of onsite systems is important for reference when repairs or maintenance are needed, a problem develops, or property ownership changes.

An accurate sketch of the system makes locating components much easier. Records of tank pumping, system maintenance, and repairs are especially important and

Table 2. Choosing an onsite system for other site, soil, and owner conditions

Soil/Site/Owner Conditions	Possible Systems
Slowly or very slowly permeable soils	• Lagoon is usually best, especially for slowly permeable soil. • Enhanced treatment system with shallow dispersal, such as drip, with very low loading rates, may be considered.
Highly permeable soils ¹	• Time-dosed, low pressure dispersal lateral system. • Enhanced treatment system may be considered for sensitive areas. • Traditional laterals lined with loam soil will slow infiltration and downward movement of percolate, providing better treatment.
Fractured rock ¹	• Enhanced treatment with pressure-dosed dispersal may be suitable. • Lagoon with properly constructed lining; usually expensive.
Shallow rock ^{1 2}	• Sand filter or rock-plant filter and shallow dispersal laterals.
Small or very small area for onsite system	• Enhanced treatment system with a reduced-size dispersal field. • Water conservation measures should be implemented to reduce flow.
Concern about or limit for nitrate in groundwater	• Enhanced treatment systems that reduce nitrate (especially those that use recirculation to the septic tank or dosing tank).
Limited or uncertain electric power (frequent outages)	• Traditional gravity septic tank and dispersal system or lagoon • Rock-plant filter, when the slope of the site allows for gravity flow. • With enough elevation, a dosing siphon may be used for pressure distribution. However, timed dosing at intervals is not feasible.
Homeowner interest in plants and gardening	• Rock-plant filter treatment and dispersal wetland. This may limit resale options. (A lagoon full of cattails and/or duckweed does not qualify.)
Extensive maintenance is unlikely to be done	• Home connected to public sewer system. • A contract with a service provider for maintenance must be in force.

¹ Because of rapid movement of percolate through porous soils, adequate treatment is a concern. Thus, soil conditions above the rock must be carefully considered.

² On rocky sites with little topography, rock excavation may be required for placement of the septic tank.

should be transferred to a new owner. Information about local regulations and systems that are allowed and successful in the area is available from local health, building, or zoning departments. Other sources of information are your local K-State Research and Extension office and the National Small Flows Clearinghouse: <http://www.nesc.wvu.edu/wastewater.cfm>, (800) 624-8301 ext. 3 or e-mail info@mail.nesc.wvu.edu and National Onsite Wastewater Recycling Association: <http://www.nowra.org/>, (800)-966-2942.

Additional information is available in the following K-State Research and Extension publications available from the local office or on the Web at www.ksre.ksu.edu:

Aquatic Plants and Their Control, C-667

Assessing Wastewater Options for Small Communities in Kansas, EP at KDHE Web site

Get to Know Your Septic System (Onsite Wastewater Treatment), MF-2179

Land Judging and Homesite Evaluation, S-34

Minimum Standards for Design and Construction of Onsite Wastewater Systems, MF-2214, KDHE Bulletin 4-2, <http://www.kdheks.gov/nps/resources/mf2214.pdf>

Septic Tank Maintenance: A Key to Longer Septic System Life, MF-947

Site and Soil Evaluation for Onsite Wastewater Systems, MF-2645

Wastewater Pond Design and Construction, MF-1044

Wastewater Pond Operation, Maintenance and Repair, MF-2290

Why Do Onsite Wastewater (Septic) Systems Fail? MF-946

Your Wastewater System Owner/Operator Manual, S-90

Environmental Health Handbook, Find at the KDHE website, <http://www.kdheks.gov/nps/lepp/EHH.html>

Original authors of this publication were G. Morgan Powell, Extension water quality engineer (retired) and Barbara L. Dallemand, former Extension onsite wastewater engineer.

Revised by Judith M. Willingham, Extension associate.

Publications are reviewed or revised annually by appropriate faculty to reflect current research and practice.

Date shown is that of publication or last revision.

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"Healthy living in a healthy community."

RENO COUNTY HEALTH DEPARTMENT
209 West Second Avenue
Hutchinson, Kansas 67501-5232
(620) 694-2900
Fax (620) 665-8883
www.renogov.org/health

Water Well Permit Process

Dear Homeowner:

The table below outlines the sequence of events needed to comply with the Reno County Sanitation Code permitting process.

Step	Applicant (Homeowner or Contractor)	Health Department
1	Completes permit application form	
2	Pays permit fee of \$175; \$50 trip charge applied on 3rd visit & each visit thereafter	
3	Has area flagged for possible location	
4		Conducts site evaluation
5		Fills out inspection form
6		Mails inspection form to applicant
7	Completes construction plan	
8		Obtains construction plan
9		Reviews all worksheets
10		Informs applicant & contractor of any needed changes
11		Issues Permit
12		Permit mailed to applicant and contractor informed
13	Receives approved permit	
14	Begins construction process with contractor	
15		Checks on progress either by phone or site visit with owner
16	Contacts the Health Department to schedule final inspection on construction	
17		Conducts final inspection
18		Completes final inspection form and mails copy to owner along with educational materials

Please contact the Reno County Environmental Health Staff @ 620-694-2900 as needed.

Darcy Basye, B.S., R.S.
Environmental Health Coordinator

Derek Norrick
Environmental Health Specialist

Kyle Stropes
Environmental Health Specialist

Reno County Health Department

209 West 2nd Ave Hutchinson KS 67501 Phone 620-694-2900 Fax 620-665-8883



Issued According To Construction Plan

Permit 20 - RP

Permit Type:

- ☐ Private ☐ Semi-Public ☐ Waiver (See Attached)
☐ New Construction ☐ Replacement ☐ Repair
☐ Wastewater ☐ Well
☐ Floodplain (Permit and/or waiver will be filed with Reno County Register of Deeds.
See attached specialized permit)

Wastewater Type:

- ☐ New Tank ☐ Privy
☐ Septic System ☐ Lateral
☐ Enhanced Treatment (requires yearly maintenance) ☐ Gravel Bed
☐ Lagoon (must be fenced 15 days within use) ☐ Holding Tank
☐ Existing Tank (if existing tank is found to be in poor condition during installation of remaining system it must be replaced with a KDHE certified septic tank with appropriate capacity.) ☐ Mound
☐ Experimental: _____
☐ Maintenance: _____
☐ See attached letter

☐ Semi Public Permit Holders: Please submit Annual Inspection Reports to Reno County Health Department EH Staff by expiration date to avoid any lapse of Annual Permit.

Permit Holder _____

Permit Address _____

SAMPLE PERMIT

System Location _____

Issued By **Construction is not to begin without a permit issued**

Issue Date _____ Expiration Date _____

Owner Acknowledgement: _____ Date: _____

**Contact the Reno County Health Department
Environmental Health Staff to schedule an inspection**

**Do not cover any Wastewater Systems without an inspection
All Water Wells require an inspection upon completion**

This permit authorizes the construction or re-construction of either an on-site Water Well or on-site Wastewater System conforming to the requirements of the Reno County Sanitation Code and the construction plan approved for the site referenced above.

**It is the homeowner's responsibility to assure future compliance with the
Reno County Sanitation Code**



Private Well Maintenance and Protection

Recent surveys of private wells have shown that on average only 40 percent meet safe drinking water standards used for public systems. Less than 20 percent of dug wells meet these standards. The primary reasons for this poor condition of water quality from private wells are the following factors:

- well down slope or near contamination sources
- well not constructed to present standards
- inadequate well maintenance and service
- well not protected from activities that risk contamination

Well Maintenance Needs

Maintenance is required to assure that private wells with good location and construction continue to be safe. A well that is not maintained can not be expected to reliably produce safe water. Conversely, wells that receive regular maintenance are more likely to produce safe water.

Annual well maintenance is recommended to include: check of the well casing for cracks or leaks, check of the well cap for water tightness, ground surface sloped away from the well for 15 feet in all directions, shock chlorination of the well and water system, and test of water for coliform bacteria, nitrate, pH and total dissolved solids. See Table 1 for a private well checklist of actions.

Every well needs a wellhead protection plan to assure protection of water quality especially wells being used for human consumption. The plan must then be implemented to have any benefit. The wellhead protection plan indicates site vulnerability to groundwater contamination and rates the risk of activities within 500 feet of the well. With so many problems of poor well water quality, it is in the owners' interest to take steps to protect their own wells so they can have safe water.

The first concern is that the location meets recommended separation distances between the well and sources of contamination as shown in Table 2. Well location with respect to potential contamination sources is the most important factor for protection of water quality. Without a plan to protect the well from contamination, some high risk activities will very likely occur near the well. In time, there is increased risk of groundwater contamination and well water quality deterioration, which may be permanent.

A good wellhead protection plan involves careful planning and may include a primary and secondary protection area as shown in Figure 1. In the primary protection area all high risk situations and activities are avoided and moderate risk activities are managed carefully. The radius for the primary protection area should be 100 feet minimum and up to 300 feet or more is preferred.

In the secondary protection area, high risk situations and activities employ additions or management to shift them to low or moderate risks. The radius for the secondary protection area should be a minimum of 200 feet and 400 feet or more is preferred. Guidelines for high, moderate, and low risk are shown in Table 3.

Table 1. Private Well 12-Point Check

Do at least once a year:

- Check to see that well casing is free of cracks or other leaks from water table to at least 1 foot above the ground surface or highest flood level.*
- Check that the sanitary seal is secure and watertight and is a KDHE-approved type.*
- Make sure the ground slopes away from the well for at least 15 feet in all directions.*
- Shock chlorinate the well and water system.*
- Test water and file the results with other records and information about the well.*

Always do:

- Have a licensed well driller or knowledgeable landowner do all work on well or well casing and be sure well meets all current construction standards*
- Find and fix the cause of any change in water color, taste, or odor. Shock chlorinate the well.
- Maintain 50 feet (100 preferred) of open space between the well and any buildings, waste system, parked vehicle, equipment, compost, or other contamination source.
- Store chemicals such as fertilizer, pesticides, oil, fuel or paint at least 100 feet down slope.
- Properly plug all abandoned wells and other holes not used in last 2 years and plug all unused cesspools and septic tanks*
- Prevent backflow and back-siphonage by maintaining an air gap above the container you are filling, or by using an adequate backflow prevention device.
- Shock chlorinate the well after any service work on the pump, well or water system*

* see Extension bulletins for additional information

The Farm•A•Syst or Farmstead Assessment System, K-State Research and Extension publication EP33-48, is designed to help the landowner to assess potential contamination sources and develop a wellhead protection plan.

Operation needs

Each year many wells are threatened or damaged by accidents that occur near the well. Examples include: fuel tank springs a leak, fertilizer nurse tank loses its contents, or parked sprayer is hit, and spills pesticide. These are all things that happen. The impact of these activities can be eliminated or minimized with diligent management decisions. By simply moving these activities far away from the well, the impact to the well is delayed and may even miss the well completely.

Anticipating possible accidents and taking precautions takes a small amount of time and expense compared to cost of cleanup or environmental damage. An ample supply of good quality water is an absolute necessary for living and operating the land. Permanent contamination of groundwater ultimately means loss of property value and may involve liability. Replacing the hose on the fuel tank when it is deteriorated and providing secondary containment are management actions that add protection inexpensively.

Liquids that would contaminate water should be managed carefully to avoid possible damaging accidents. Plan all storage locations including temporary ones away from at least the primary protection area and perhaps the secondary area also. State law requires

any spills or accidental releases to be reported to Kansas Department of Health and Environment, (KDHE) 785-296-1678.

Backflow of contamination into the water system or well can easily result from a loss in pressure due to pump failure, line break, or power interruption. These accidents can be hazardous or fatal to people and animals. The most common backflow hazard results from a hose placed into a tank or container. This hazard is most inexpensively and reliably eliminated by maintaining an air gap above the lip of the receptacle. Instead of putting the hose into the tank, use a holder to support it above the container lip. Backflow prevention devices (backflow preventers) should be installed to protect from backflow or back siphonage whenever maintaining an air gap is not possible.

Important Well Records

A well is an important long-term investment to a homesite or farmstead. All information regarding its construction, modification, maintenance and water testing should be kept in a safe, accessible place. The following paragraphs briefly describe the important records. Extension bulletin, *Private Water Well Owner/Operator Manual*, S-116 is a file folder designed to keep these records together.

Well Record. Since 1975, well drillers have been required to file a well log with KDHE. The well log gives important information about well construction including well depth, geologic layers penetrated, well casing, well

Table 2. Minimum Separation Distance from Private Wells

This table gives the minimum separation distance required by regulation, K.A.R. 28-30-8, and recommended distances from the well site to sources of contamination. Greater separation distances should be provided where possible.

Potential Source of Pollution	Separation Distances (in feet)	
	Minimum Required	Recommended
Sealed sewer line (cast iron, tight line, etc.)	10	50
Unsealed sewer lines	50	>400
Septic tanks (water tight)	50	>100
Wastewater absorption field (septic lateral lines)	50	>400
Pit privies	50	>400
Stables, livestock pens, lagoons and manure piles	50	>400
Streams, lakes and ponds	50	>100
Silage pits, fertilizer and fuel storage (above or below ground)	50	>400
Seepage pits (or rat holes) prohibited after May, 1996	50	>400
All other wastewater systems	50	>100
Property line	25	> 50
Public water supply sources (i.e., wells) ¹	100	>100
Building/structure (termite treatment) ²	50	>100
Pesticide storage, mixing and disposal areas or areas of repeated pesticide use	50	>400

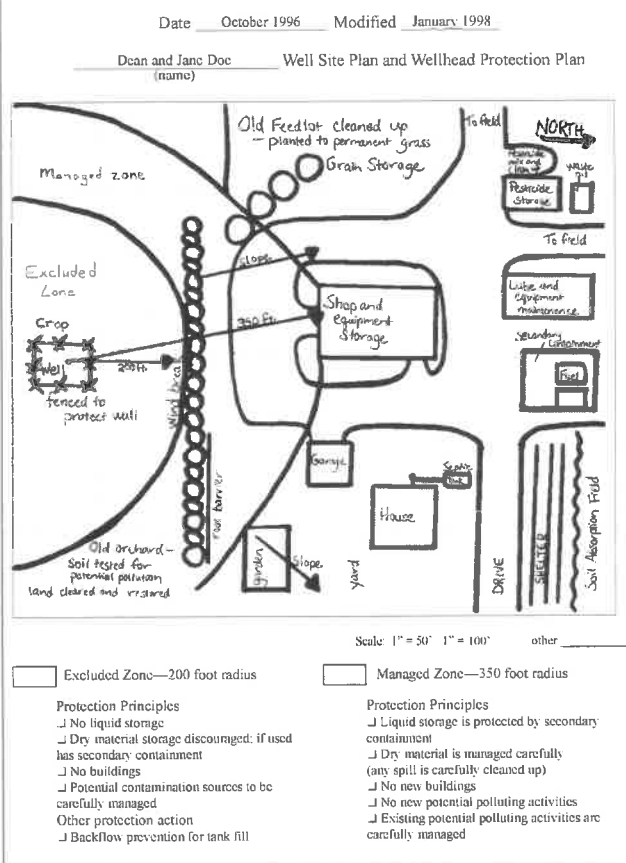
* These distances do not necessarily assure that no contamination will reach the well.

¹ Required by Policies, General Consideration and Design Requirements for Public Water Supply Systems in Kansas [K.S.A. 65-162a(b)].

² Not required by K.A.R. 28-30-8(a) but is required when injecting liquid pesticides into the soil.

Well Service. Like other equipment, a well needs maintenance. A record of well service, repairs and improvements, together with details about what was done, who did the work, and the cost should be kept with well records. A convenient record keeping log is provided on the back of Private Water Well Owner/Operator Manual. This record of well service is a convenient way to chart a record of well maintenance and service.

Figure 1. Well Site and Wellhead Protection Plan



Group A: High Risk

- Polluting liquids without secondary containment such as fuel, solvent, chemicals (fertilizer, pesticide, etc.)
- Liquid waste (sewage, manure, etc)
- Water-soluble materials like fertilizer, pesticides
- Livestock lots, abandoned livestock lots and other wastes
- Buildings and areas where the above materials are used, transferred, mixed, stored or cleaned up (such as: shop or sprayer fill/clean up area)
- No backflow prevention for the water system

- Intensive cropland especially irrigated land where chemicals (fertilizer or pesticide) are applied, gardens, home and yard
- Powered equipment storage (tractors, truck, auto, etc),
- Garage, grain storage, silo
- Livestock buildings with minimum liquids.
- Mechanical backflow prevention used for water systems.

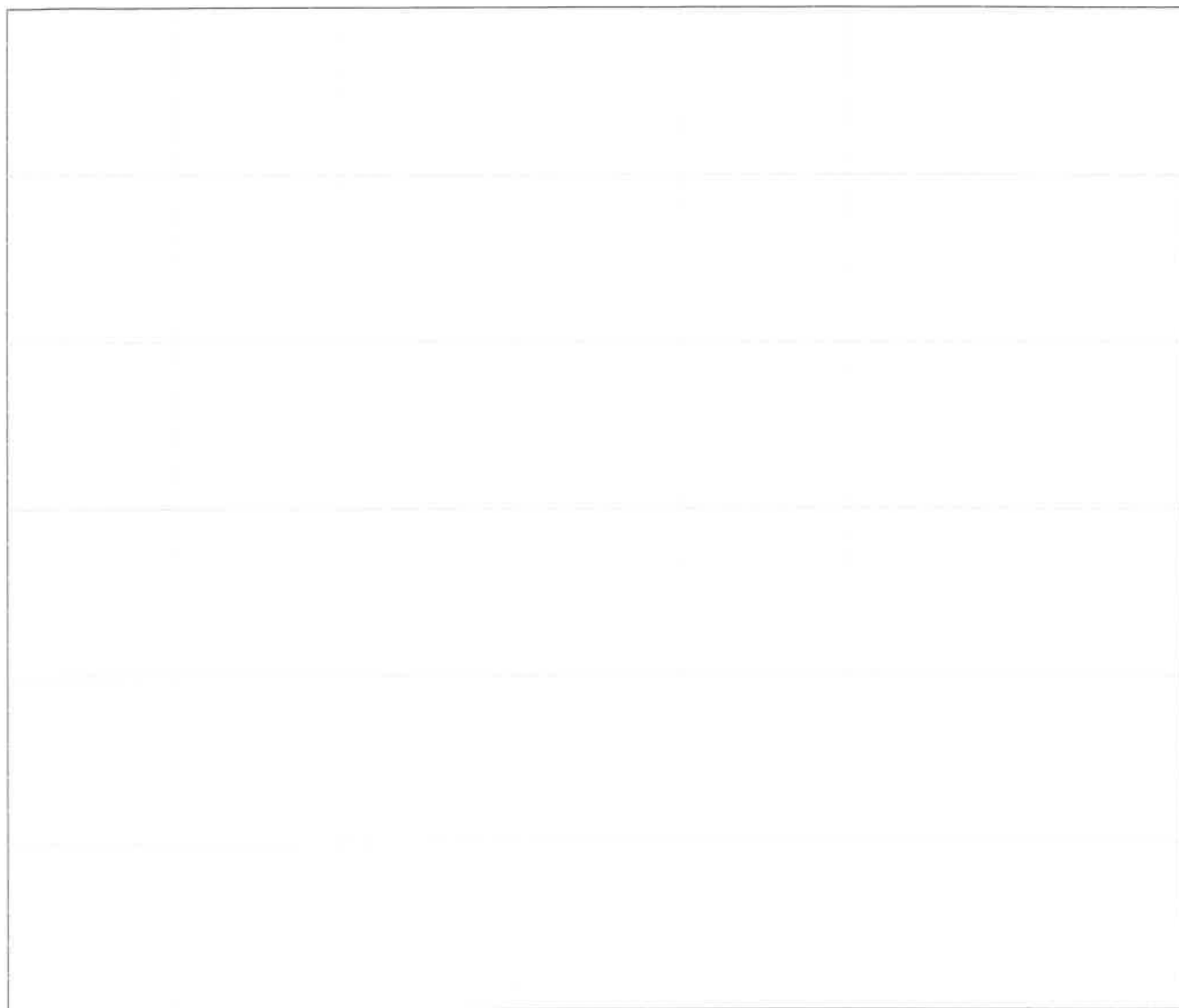
- Pasture rangeland, woodland, low intensity (low or no chemical) cropland,
- Nonpowered machine storage,
- Windbreak,
- Low use buildings,
- Organic garden, organic cropland,
- Liquid storage with full secondary containment and careful management
- Water soluble materials with full spill protection, cleanup and careful management
- Air gap maintained for all filling operations and backflow prevention is used throughout the water system

- Plugging Abandoned Wells, MF-935
- Plugging Cisterns, Cesspools, Septic Tanks and Other Holes. MF-2246
- Private Water Well Owner/Operator Manual
- Private Well Location and Construction, MF-970
- Shock Chlorination for Private Water Systems, MF-911
- Recommended Water Tests for Private Wells, MF-871
- Testing To Help Ensure Safe Drinking Water, MF-951

- Local Health or Environmental office
- County or District Extension office
- K-State Research and Extension, Bio. & Ag. Engineering, 237 Seaton Hall, Manhattan, KS 66506 (785-532-5813)
- KDHE, Division of Environment, Nonpoint Source Section, Building 283, Forbes Field, Topeka, KS 66620 (785-296-4195)
- Kansas Geological Survey, 305 Moore, Lawrence, KS 66049 (785-864-3965)

Date _____ Modifications _____, _____, _____

_____ Well Site Plan and Wellhead Protection Plan
(name)



Scale: 1" = 50' 1" = 100' other _____

G. Morgan Powell
Extension Engineer
Water Quality

Danny H. Rogers
Extension Engineer
Irrigation

Judith M. Willingham
Extension Specialist
Pollution Prevention

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Kansas State University Agricultural Experiment Station and Cooperative Extension Service

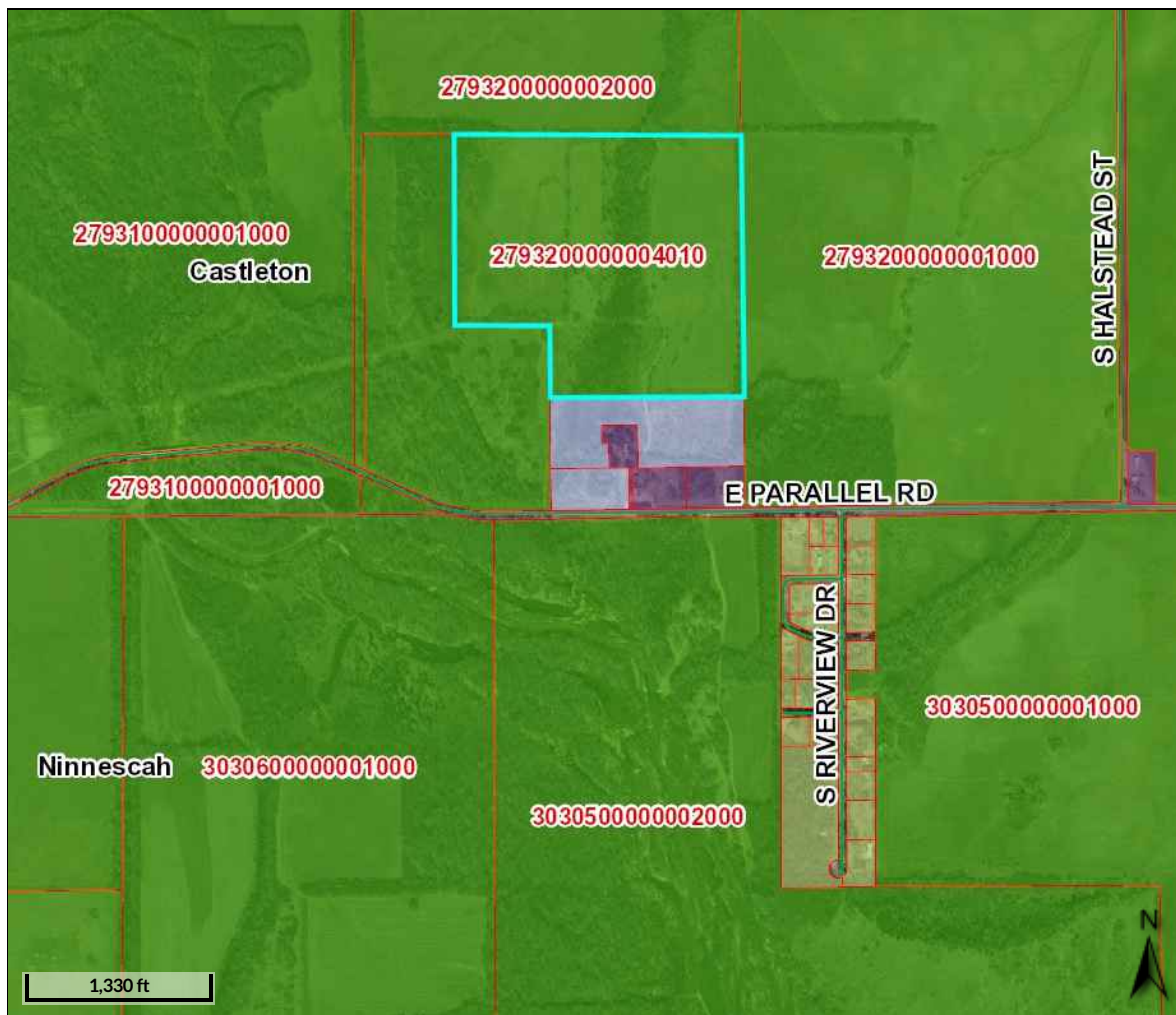
MF-2396

June 1999

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File code: Engineering 4-5

1700 E. Parallel Rd. - Pretty Prairie, KS 67570 - Zoning:
AG - Agricultural District



Overview



Legend

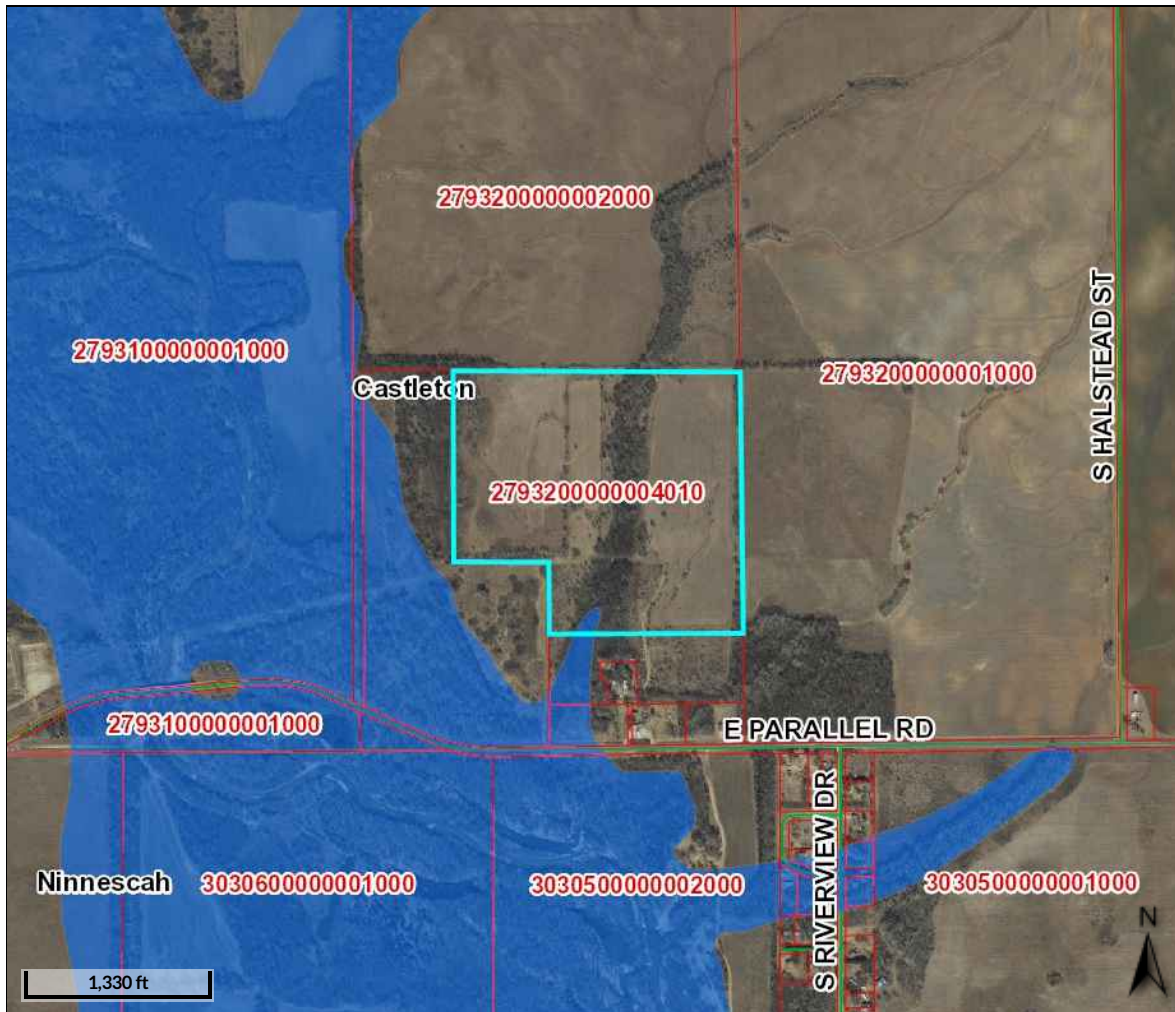
Parcel Numbers

- Parcels
- Townships
- Reno County**
 - AG
 - R-1
 - R-2
 - R-3
 - V-1
 - City
 - ETJ
 - Road Centerline
 - Reno County Boundary

Parcel ID	2793200000004010	Alternate ID	R32210	Owner Address	TRIPLE D PROPERTIES, LLC
Sec/Twp/Rng	32-25-05W	Class	F - Farm Homesite		15409 W MCCORMICK
Property Address	1700 E PARALLEL RD	Acreage	76.1		GODDARD, KS 67052
	Pretty Prairie				
District	281				
Brief Tax Description	CASTLETON TOWNSHIP, S32, T25, R05W, ACRES 76.1, E/2 NW/4 SW/4 AND NE/4 SW/4 AND A TR BEG AT SE COR SE/4 SW/4 TH N 828.94' FOR POB CONT N 488.51' TH W 1323.01' TH S 491.11' TH E 1322.83' TO POB				
	(Note: Not to be used on legal documents)				

Date created: 4/8/2020
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Overview



Legend

Parcel Numbers

- Parcels
- Townships
- Panel Identification

Flood Hazard Areas

- 1% Annual Chance Flood
- 0.2% Annual Chance Flood

Road Centerline

- Reno County Boundary

Parcel ID	2793200000004010	Alternate ID	R32210	Owner Address	TRIPLE D PROPERTIES, LLC
Sec/Twp/Rng	32-25-05W	Class	F - Farm Homesite		15409 W MCCORMICK
Property Address	1700 E PARALLEL RD	Acreage	76.1		GODDARD, KS 67052
	Pretty Prairie				
District	281				
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Beacon™

Reno County, KS

1700 E. Parallel Rd. - Pretty Prairie,
KS 67570 - Aerial



Overview



Legend

Parcel Numbers

Parcels

Townships

Road Centerline

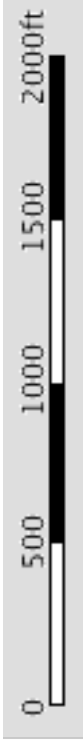
Reno County
Boundary

Parcel ID	279320000004010	Alternate ID	R32210	Owner Address	TRIPLE D PROPERTIES, LLC
Sec/Twp/Rng	32-25-05W	Class	F - Farm Homesite		15409 W MCCORMICK
Property Address	1700 E PARALLEL RD	Acreage	76.1		GODDARD, KS 67052
	Pretty Prairie				
District	281				
Brief Tax Description	CASTLETON TOWNSHIP, S32, T25, R05W, ACRES 76.1, E/2 NW/4 SW/4 AND NE/4 SW/4 AND A TR BEG AT SE COR SE/4 SW/4 TH N 828.94' FOR POB CONT N 488.51' TH W 1323.01' TH S 491.11' TH E 1322.83' TO POB				
	(Note: Not to be used on legal documents)				

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Developed by Schneider
GEOSPATIAL



| Boundary 76.3 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
5924	Ost-Clark loams, 1 to 3 percent slopes	1.1	1.44	2e
5956	Shellabarger sandy loam, 1 to 3 percent slopes	40.6	53.25	2e
6490	Zellmont and Poxmash sandy loams, 0 to 3 percent slopes	8.9	11.68	2e
5959	Shellabarger, eroded, and Albion soils, 6 to 15 percent slopes	25.7	33.63	6e
TOTALS		76.3	100%	3.35

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.
2. 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*)

