

PROPERTY INFORMATION PACKET | THE DETAILS



7923 E. 69th St. N | Valley Center, KS 67147

AUCTION: BIDDING OPENS: Tues, Feb 23rd @ 12:00 PM

BIDDING CLOSES: Thurs, March 11th @ 12:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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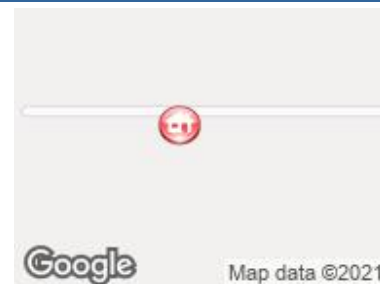
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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.

AUCTION-RESIDENTIAL



MLS # 591705
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 801 - NE Suburban SG
Address 7923 E 69TH ST N
Address 2
City Valley Center
State KS
Zip 67147
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Ty Patton	Middle School	Stucky
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	High School	Heights
Co-List Agent - Agent Name and Phone		Subdivision	NONE
Co-List Office - Office Name and Phone		Legal	E1/2 NE1/4 EXC S 220 FT E 198 FT SEC 7 -26-2E
Showing Phone	800-301-2055	Realtor.com Y/N	Yes
Zoning Usage	Rural	Display on Public Websites	Yes
Parcel ID	20173-103-07-0-11-00-001.00	Display Address	Yes
Number of Acres	76.60	VOW: Allow AVM	Yes
Price Per Acre		VOW: Allow 3rd Party Comm	Yes
Lot Size/SqFt	76.6 acres	Sub-Agent Comm	0
School District	Wichita School District (USD 259)	Buyer-Broker Comm	3
Elementary School	Chisholm Trail	Transact Broker Comm	3
		Variable Comm	Non-Variable
		Virtual Tour Y/N	

DIRECTIONS

Directions E. 69th St. N & Rock - Southwest corner

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level	OUTBUILDINGS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE None/Vacant	MISCELLANEOUS FEATURES Silo	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Dirt	DOCUMENTS ON FILE Mobile Home Allowed	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Lagoon	DOCUMENTS ON FILE Aerial Photos Ground Water Addendum	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
General Taxes	\$292.30	Yearly HOA Dues	
General Tax Year	2020	HOA Initiation Fee	
Yearly Specials	\$0.00	Earnest \$ Deposited With	Security 1st Title
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, February 23rd, 2020 at 12:00 PM (cst) | BIDDING CLOSSES: Thursday, March 11th, 2020 at 12:00PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. NO MINIMUM, NO RESERVE!!! Excellent opportunity to own 76.63 +/- acres at E. 69th St. N & Rock Rd! Currently this property has a total annual income of \$3,100! Zoned Rural Residential Ideal potential home site Fantastic development opportunity Wichita school district Excellent visibility Farming/ranch land Partially tree-lined There is a tenant farmer who has previously cut brome on the property. Tenant farmer pays cash rent on a bi-annual basis: \$1,100 in March and \$1,100 in December for a total of \$2,200 annual income. The tenant is willing to stay on the land and continue the agreement if the new buyer is interested. Otherwise, possession will be given at closing. There is also a salt water disposal well leased for \$75/ month for a total \$900 a year. Don't miss out on the opportunity to own land for future development in Valley Center, selling regardless of price!!! Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, February 23rd, 2020 at 12:00 PM (cst) | BIDDING CLOSSES: Thursday, March 11th, 2020 at 12:00PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per acre price. By way of example, if a 160 acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total sales price of \$800,000. *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. Property available to preview by appointment. 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 \$25,000.

AUCTION

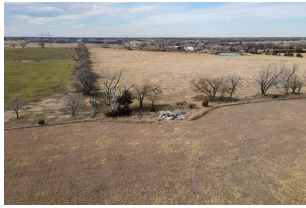
Type of Auction Sale	Absolute
Method of Auction	Online Only
Auction Location	www.mccurdyauction.com
Auction Offering	Real Estate Only
Auction Date	2/23/2021
Auction Start Time	12:00 PM
Broker Registration Req	Yes
Broker Reg Deadline	03/10/2021 @ 5 PM
Buyer Premium Y/N	Yes
Premium Amount	0.10
Earnest Money Y/N	Yes
Earnest Amount %/\$	25,000.00

TERMS OF SALE

Terms of Sale

ADDITIONAL PICTURES





DISCLAIMER

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

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: 7923 E. 69th St. N. - Valley Center, KS 67147
2 Seller: _____ Date of Purchase: _____
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
21 ☒ ☐ ☐ ☐ ☐ Well/Pump _____
22 ☒ ☐ ☐ ☐ ☐ Drinking _____ Irrigation _____
23 _____ Location _____
24 _____ Depth _____
25 _____ Type _____
26 If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No
27 Is the property connected to ☐ city ☐ rural water systems?
28 Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____
29 ☒ ☐ ☐ ☐ ☐ Cistern _____
30 ☐ ☐ ☐ ☐ ☐ Other _____
31 _____ Comments: _____
32 _____

DRAINAGE/SEWAGE SYSTEMS

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

Seller's Initials

KLM

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 unknown
 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: _____
 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 _____
 74 ☐ ☐ ☐ Is this property owner responsible for maintenance of any such shared feature?
 75 ☐ ☒ ☐ 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?
 76 _____
 77 Comments: _____
 78 _____

HOMEOWNER'S ASSOCIATION

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

Seller's Initials KLM

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 | ☐ | ☒ | ☐ |
| 89 | ☐ | ☒ | ☐ |
| 90 | ☐ | ☒ | ☐ |
| 91 | ☐ | ☒ | ☐ |
| 92 | ☐ | ☒ | ☐ |
| 93 | ☐ | ☒ | ☐ |
| 94 | ☐ | ☒ | ☐ |
| 95 | ☐ | ☒ | ☐ |
| 96 | ☐ | ☒ | ☐ |
| 97 | ☒ | ☐ | ☐ |
| 98 | ☐ | ☐ | ☐ |
| 99 | ☐ | ☐ | ☐ |

- Asbestos
- Contaminated soil or water (including drinking water)
- Landfill or buried materials
- Methane gas
- Oil sheers in wet areas
- Radioactive material
- Toxic material disposal (e.g., solvents, chemicals, etc.)
- Underground fuel or chemical storage tanks
- EMFs (Electro Magnetic Fields)
- Gas or oil wells in area
- Other

To your knowledge, are any of the above conditions present near your property?

Comments: _____

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|-------------------------------------|-------------------------------------|--------------------------|
| 102 | | | |
| 103 | | | |
| 104 | ☒ | ☐ | |
| 105 | ☐ | ☒ | ☐ |
| 106 | ☐ | ☒ | ☐ |
| 107 | ☐ | ☒ | ☐ |
| 108 | ☐ | ☒ | ☐ |
| 109 | ☐ | ☒ | ☐ |
| 110 | ☐ | ☒ | ☐ |
| 111 | ☐ | ☒ | ☐ |
| 112 | ☐ | ☒ | ☐ |
| 113 | | | |
| 114 | ☐ | ☒ | |
| 115 | | | |

- Are there any gas/oil wells on the property or adjacent property?
- Is the present use of the property a non-conforming use?
- Are there any violations of local, state or federal government laws or regulations relating to this property?
- Is there any existing or threatened legal or regulatory action affecting this property?
- Are there any current special assessments or do you have knowledge of any future assessments?
- Are there any proposed or pending zoning changes on this or adjacent property?
- Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
- Are there any diseased or dead trees or shrubs?
- Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
- 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 | ☒ | ☐ | |
| 120 | | | |
| 121 | | | |
| 122 | ☒ | ☐ | |
| 123 | | | |
| 124 | ☒ | ☐ | |

- Mineral Rights:
 - 100 % pass with the land to the Buyer _____ % remain with the Seller
 - _____ % are owned by third party _____ unknown
- Are there any oil, gas, or wind leases of record or Other? Please explain: Salt water well

Crops planted at the time of sale:

- | | | | |
|-------|---------------------------------|-------|------------------------|
| _____ | pass with the land to the Buyer | _____ | remain with the Seller |
| _____ | none | _____ | negotiable |
| _____ | Other (please describe): _____ | | |

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

Water Rights:

- | | |
|-------------------------------------|--|
| ☒ | pass with the land to the Buyer - Permit # _____ |
| _____ | remain with the Seller - Permit # _____ |
| _____ | have been terminated |

Comments: _____

Seller's Initials KLM

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.

Karlene L. Males 1-20-2021

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.

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 KLM

Buyer's Initials _____



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 7923 E. 69th St. N. - Valley Center, KS 67147

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES X NO _____

If yes, what type? Septic _____ Lagoon X

Location of Lagoon/Septic Access: _____

Kathleen L. Malson, Trustee
Owner

1-15-21
Date

Owner

Date

ADDENDUM _____
(Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
7923 E. 69th St. N. - Valley Center, KS 67147

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns **(initial one)**:

KLM X Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller **(initial one)**:

KLM X Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) _____ Buyer has received copies of all information, if any, listed above. **(initial)**

CERTIFICATION

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

Kathleen L. Matus 1-15-21
Seller Date

Buyer Date

Seller Date

Buyer Date

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Security 1st Title

File #:

Property Address:

7923 E. 69th St. N.

Valley Center, KS 67147

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.

Buyer



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>

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Zayne Bentley**
Email: **zbentley@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2423575**

Report Effective Date: **January 6, 2021, at 7:30 a.m.**

Property Address: **7923 E. 69th St. N., Valley Center, KS 67147**

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

Kathleen L. Matson, and her successors in trust, Trustee of The Kathleen L. Matson Revocable Trust, dated November 24, 1993

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

The East 1/2 of the Northeast Quarter of Section 7, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the surface only and not the mineral rights, in and to a tract described as: Beginning at a point on the Southeast corner of the Northeast Quarter of said Section 7 and running North 220 feet; thence West 198 feet; thence South 220 feet; thence East 198 feet to the point of beginning.

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

Any questions regarding this report should be directed to: **Zayne Bentley**

Phone: **316-293-1674**, Email: **zbentley@security1st.com**

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.
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. **We have a copy of the Kathleen L. Matson Revocable Living Trust, dated November 24, 1993 last amended February 9, 2015; Kathleen L. Matson, Trustee. We must be furnished with copies of any Amendments to said Trust, and reserve the right to then make any additional requirements we deem necessary.**
6. **File a Trustee's Deed from Kathleen L. Matson, Trustee of the Kathleen L. Matson Revocable Trust, dated November 24, 1993 last amended February 9, 2015 to TBD.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.

7. **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



Security 1st Title

Any questions regarding this report should be directed to: **Zayne Bentley**
Phone: **316-293-1674**, Email: **zbentley@security1st.com**

longer required in the State of Kansas.)

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. **General taxes and special assessments for the fiscal year 2020 in the original amount of \$292.30.**
First Installment: \$146.15, PAID

Any questions regarding this report should be directed to: **Zayne Bentley**

Phone: **316-293-1674**, Email: **zbentley@security1st.com**

Second Installment: \$146.15, DUE, but not Delinquent until

05/10/2021

Property I.D. # PY-00032

PIN #00289423

8. An easement for Pipeline Right of Way Easement recorded in/on Book 100, Page 442 and partial Release of Pipeline Right of Way Grant filed Film 448, Page 740.
9. An easement for Right of Way Easement, recorded as Book 657, Page 455.
In favor of: Rural Water District No. 1
Affects: North 210 feet of the East 210 feet of Subject Property
10. An easement for Right of Way Easement, recorded as Book 645, Page 410.
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property
11. An easement for Right of Way Easement, recorded as Film 319, Page 1504.
In favor of: Rural Water District No. 1
Affects: a portion of subject property
12. Terms and provisions contained in the document entitled "Order Annexing Territory" filed December 16, 1969 as Book 657, Page 172.
13. Terms and provisions contained in the document entitled "Saltwater Disposal Agreement Surface Lease and Easement" filed December 18, 1978 as Film 342, Page 230.
14. Terms and provisions contained in the document entitled "Saltwater Disposal Well Agreement" filed January 24, 1990 as Film 1090, Page 1111 last assigned on Doc#/Flm-Pg: 29362892.
15. Terms and provisions of the oil and gas lease executed between Ella K. Matson, lessor, and Energy Management Inc., lessee, filed January 26, 1987, recorded in/on Film 862, Page 846, together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land



Security 1st Title

Any questions regarding this report should be directed to: **Zayne Bentley**
Phone: **316-293-1674**, Email: **zbentley@security1st.com**
covered in the Lease.

16. Terms and provisions of the oil and gas lease executed between Paul R. Matson and Kathy Matson, lessor, and Rozella M. Roach, Clara R. Cheney and Fredrick A. Cheney, Norman R. Matson, Rudy L. Matson, Ahs Oil Inc. lessee, filed August 2, 1990, recorded in/on Film 1123, Page 1466, together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

17. Terms and provisions of the oil and gas lease executed between Paul R. Matson, individually and as Trustee of the Paul R. Matson Revocable Trust, dated November 24, 1993, lessor, and Concho Land Co, LLC, lessee, for a primary term of 5 years, filed January 7, 2013, recorded in/on Doc#/Flm-Pg: 29344636, together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.

Dated: January 6, 2021, at 7:30 a.m.

SECURITY 1ST TITLE

By: Glenn B. Edwards

LICENSED ABSTRACTER

Miscellaneous Record No. 100

STATE OF KANSAS, COUNTY OF SEDGWICK, SS:

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day of June, 1931, personally appeared W. V. Basore, Cashier of The State Bank of Bentley, Kansas, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Cashier and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal.

(Notarial Seal)

My commission expires 3/16/33.

C. B. Collins,

Notary Public.

Checked by
REH

FILED FOR RECORD AUGUST 26, 1931 at 10 A.M.

LESTER E. NEAL, REGISTER OF DEEDS.

By Lida Wagner, Deputy.

---ESM---

COMPARED BY
NEAL

JULIA BLURTON ET AL

TO

THE PRAIRIE OIL AND GAS COMPANY ET AL

LEASE NO. 185 Sedgwick County, Kans.

CHANGE OF RENTAL AGREEMENT AND
RECEIPT

THIS AGREEMENT made and entered into this 10th day of June 1931, by and between Julia Blurton, a widow, J. W. Blurton and Nellie G. Blurton, his wife, and Zula Burton and Noble Burton her husband, hereinafter called Lessors, and the Prairie Oil and Gas Company and the Executors and Trustees of the Estate of T. B. Slick deceased, hereinafter called Lessee.

WITNESSETH:

That whereas, on or about the 3rd day of October, 1928 Julia Blurton, a widow, J. W. Blurton and Nellie G. Blurton his wife Zula Burton and Noble Burton, her husband as lessors executed in favor of O. J. Connell as Lessee an oil and gas lease covering and upon lands situate in Sedgwick County, State of Kansas, described as follows, to-wit:

North-half of the South-west Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 23, Township 25-South, Range 1 West, which lease is now of record in office of the County Clerk or the Register of Deeds of said County and State in Book Misc. 56, at Page 152, and insofar as it covers the land herein described is now owned, together with the rights and privileges granted thereby, by the Lessee herein, and

WHEREAS, the parties hereto desire to modify said lease in respect to the delay rentals provided for therein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) by Lessee to Lessors paid, the receipt of which is hereby acknowledged, the parties hereto hereby modify and change the hereinbefore described lease insofar as it covers the land herein described so as to provide for a delay rental of fifty Cents per acre per annum, payable in the manner and at the times provided for in said lease.

Miscellaneous Record No. 100

443

Lessors further acknowledge the receipt of \$40.00, being in full payment of rental to October 3rd, 1932, payable under said oil and gas lease and this agreement,

The terms, covenants and conditions hereof shall run in favor of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

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

J. W. Blurton

Julia Blurton

Nellie G. Blurton

Zula Burton

Noble Burton

ATTEST: (CORPORATE SEAL)

THE PRAIRIE OIL & GAS CO.

J. A. Hillihan
Secretary.

By H. A. Meyer
Asst. to Vice President.

Approved as to form

E. H. Ellinghausen,
Attorney Land Dept.

C. F. Herschel
Arthur A. Seeligson
Berenice Slick

Executors and Trustees under the last Will and Testament of Thomas B. (T.B.) Slick, Deceased.

STATE OF KANSAS }
COUNTY OF SEDGWICK } ss.

On this 10th day of July, A.D. 1931, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Julia Blurton, a widow, to me personally known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that she executed the said as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(Notarial Seal)

Paul C. Mouser,

Notary Public,

My Commission expires 9-25 33

Checked By
CWS
Aug. 3, 1931

STATE OF IDAHO }
COUNTY OF GEM } ss.

Be it remembered, That on this 16 day of July, 1931, before me, the undersigned, Notary Public in and for said County and State aforesaid, personally came and appeared J. W. Blurton and Nellie G. Blurton, his wife, to me personally known to be the same and identical persons, who executed the within and foregoing instrument of writing as lessors and such persons duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

PARTIAL RELEASE OF PIPELINE RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a certain Pipeline Right-of-Way Grant dated December 7, 1931 by and between Paul S. Matson and Ella K. Matson, husband and wife, as Grantors, to Skelly Oil Company, a corporation, as Grantee, covering the following-described tract of land, to wit:

Northeast Quarter (NE 1/4) of Sec. 7, Tp 26S R 2 E except One (1) acre out of the Northeast corner of said quarter deeded to School District No. 20, for school purposes only,

was recorded on December 7, 1931 in Book 100, Page 442 of the records of Sedgwick County, Kansas; and,

WHEREAS, Getty Crude Gathering, Inc., assignee of Getty Oil Company, successor by merger to Skelly Oil Company, as Lessee, has succeeded to the interest of Skelly Oil Company in and to said lease; and,

WHEREAS, the Grantors of the above-referenced right-of-way grant, their heirs, successors, personal representatives and assigns, now desire a partial release of the said right-of-way grant as to a portion of the land hereinabove described, and Getty Crude Gathering, Inc. agrees to grant a partial release of its right, title and interest in and to said pipeline right-of-way grant of record.

NOW, THEREFORE, for and in consideration of the sum of ONE and no/100 (\$1.00) DOLLAR and other good and valuable consideration, receipt of which is hereby acknowledged, Getty Crude Gathering Inc. does hereby remise, release and relinquish its interest in and to the said pipeline right-of-way grant unto the Grantor, their heirs, successors, personal representatives and assigns, only insofar as it covers:

A tract of land in the Northeast Quarter of Section 7, Township 26 South, Range 2 East, Sedgwick, Co., Kansas more particularly described as: Beginning at the Southeast Corner of said Northeast Quarter, thence North a distance of 220 feet, thence West a distance of 198 feet, thence South a distance of 220 feet, thence East a distance of 198 feet to the point of beginning.

Except therefrom the following portion:

The remainder of the right-of-way in the Northeast Quarter (NE 1/4), Section 7, Township 26 South, Range 2 East except One (1) acre out of the Northeast Corner of said Quarter deeded to School District No. 20 for School purposes only as originally described in said Right-of-Way Grant and not otherwise release herein,

FTC Y-89,920 6.00 Das

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
NOV 5 1980
b 13971
BETTE F. MCCART
REGISTER OF DEEDS
lat Kirtley
N. J. Perry

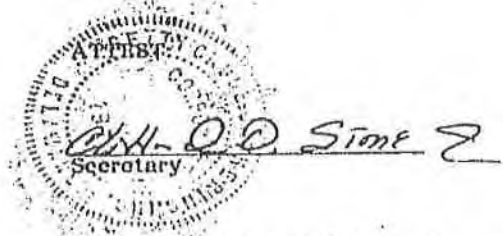
and save and except the right of ingress and egress across the land adjacent to said strip for the purpose of exercising any and all other rights which Getty Crude Gathering, Inc. has under the right-of-way grant first hereinabove described, all of which rights are specifically reserved with regard to said strip.

As to the excepted and unreleased portion of the right-of-way grant, said right-of-way grant shall be and remain in full force and effect according to the terms thereof.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Getty Crude Gathering, Inc. has caused this instrument of partial release to be executed by its duly authorized officer and the corporate seal to be affixed hereto on this 25th day of August, 1980.

GETTY CRUDE GATHERING, INC.



By J.E. Shamas
Vice President
J.E. Shamas
Approved Legd
es

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER) SS.

Be it remembered that on the 25th day of August, 1980 before me, a Notary Public, personally appeared J. E. Shamas, Vice President of Getty Crude Gathering, Inc., a Delaware corporation, who is personally known to me and known to me to be the Vice President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the election of same for and on behalf of and as the act and deed of said corporation.

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



Diane A. Lippincott
Notary Public
Diane A. Lippincott

My commission expires:
August 24, 1982.

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Paul Matson and Ella Matson, his wife
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water
District No. 1, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove
a water line and appurtenances thereto
over and across the following land owned by Grantor in Sedgewick County, State of Kansas
The north 210 feet of the East 210 feet of the
NE/4 of Sec. 7-26-2E

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 25 ft in width, the center line thereof to be located across said land as follows:

The center line shall follow the water line as laid

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners
of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 10 day of June,
19 69.
STATE OF KANSAS
COUNTY OF Sedgewick
BE IT REMEMBERED, that on this 20 day of June, 19 69, before me, the undersigned, a Notary Public,
in and to the county and state aforesaid, came Paul Matson and Ella Matson, his wife,
who executed the within instrument of writing and
duly acknowledged the execution of the same.



My Commission Expires May 10, 1972

Melba Kohl
Notary Public

See Lawrence Curfman

RIGHT-OF-WAY EASEMENT

MISC 645 PAGE 410
BOOK

The undersigned as grantor(s) do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantees, a Right-of-Way easement to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove one (1) transmission line consisting of poles, towers, wires, equipment and fixtures over and across the following described lands situated in Sedgwick County, State of Kansas, to-wit:

A strip one hundred fifty (150) feet in width across the Northeast 1/4 Section 7, Township 26 South, Range 2 East, being seventy five (75) feet right and left of a center line between a point on the West line of said Northeast 1/4 which point is approximately 980 feet South of the Northwest corner thereof, and a point on the East line of said Northeast 1/4 which point is approximately 1030 feet South of the Northeast corner thereof,

STATE OF KANSAS
Sedgwick County
FILED FOR RECORD AT
JUN 12 1969
11:58 AM
JOHN HALE
Notary Public

with the right of ingress and egress to and from the same. In exercising its rights of ingress and egress the grantee shall, whenever practicable, use existing roads and lanes, and shall repair any damage caused by its use thereof.

It is agreed that the above stated approximate location of the center line may be varied not to exceed fifty (50) feet in any direction, and that the final location of this Right-of-Way easement will become fixed within the property by the construction of the electric transmission line.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure or any combustible material, exclusive of crops, within the Right-of-Way. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and set upon the premises for the use thereof hereby agrees to pay any and all damages which may be caused to crops, fences and to the surface of the land resulting from movement of equipment, in the building, maintaining and operating of said lines; said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of whom shall be selected by the said grantor(s), heirs or assigns, the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantee shall have the right to remove and keep removed all trees and brush from the above described Right-of-Way and may remove or top any other trees adjacent to said Right-of-Way whose height plus ten feet equals or exceeds the horizontal distance from the tree to the nearest conductor wire. All logs, limbs and brush removed by grantee in clearing the Right-of-Way will be burned or removed, unless otherwise mutually agreed between grantor and grantee. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated this 10th day of May, 1969.

Paul S. Matson
Ella K. Matson
Paul S. Matson
Ella K. Matson

STATE OF KANSAS,
Sedgwick COUNTY } ss.

I hereby certify that on this 13th day of May, A.D. 1969, before me, the undersigned,

a Notary Public, in and for the County and State aforesaid, came Paul S. Matson
and Ella K. Matson

who are personally known to be the same person(s) who signed and executed the above instrument, and they each acknowledged the execution of the same.

Witness my hand and Notarial Seal on the day and date last above written.
My commission expires Sept. 8, 1971
Notary Public Harlin Powell

1274

R/W No. 40

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FILE 319 1502

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Robert Bradley Boone, James Ray Boone & Lola Faye Boone hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water District No. 1, Sedgwick County, Ks. hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove

a water pipeline

over and across the following land owned by Grantor in Sedgwick County, State of Kansas

Beginning at a point 867 feet East of the Southwest corner of the Southwest Quarter of Section 6, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedg. Co. Ks. thence North 30 feet; thence North at an angle of $10^{\circ}26'30''$ East, 216.55 feet; thence North at an angle of $30^{\circ}3'10''$ East, a distance of 620.93 feet; thence South at an angle of $89^{\circ}31'10''$ East, 359.61 feet; thence North at an angle of $62^{\circ}26'00''$ East, a distance of 83.03 feet; thence North at an angle of $4^{\circ}2'40''$ East, a distance of 714.92 feet; thence South at an angle of $83^{\circ}5'40''$ East, a distance of 769.45 feet; thence South along the East line of said Southwest Quarter above referred to, to the Southeast corner of the Southwest Quarter of said Section; thence West along the South line of said Southwest Quarter to the point of beginning, SUBJECT to public road across the South 30 feet thereof.

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 25 feet in width, the center line thereof to be located across said land as follows:

A strip of land 25 feet in width parallel and adjacent to the
public roads.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this 28 day of July, 19 78.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
AUG 8 1978
3 97957

STATE OF KANSAS

COUNTY OF Sedgwick SS:

NO. BETTE F. McCARTY
REGISTER OF DEEDS

Robert Bradley Boone
ROBERT BRADLEY BOONE
James Ray Boone
JAMES RAY BOONE
Lola Faye Boone
LOLA FAYE BOONE

REMEMBERED, that on this 28 day of July, 19 78, before me, the undersigned, a Notary Public, and for the County and state aforesaid, came Robert Bradley Boone, James Ray Boone & Lola Faye Boone personally known to me to be the same person 8 who executed the within instrument of writing and duly acknowledged the execution of the same.

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

My commission expires: Oct 1, 1980

Melba Kohl
Notary Public
Melba Kohl

5.50

Joe L. Norton, ATTY

FHA-KS 442-5 (Rev. 2-17-65)

750 1st Natl Bank Bldg.

RM 313 M:1503

WEIGAND CURFMAN BRAINERD HARRIS & KAUFMAN
830 First National Bank Building
Wichita, Kansas 67202

MISC BOOK 657 PAGE 172

Telephone: FO3-9111

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEIGWICK COUNTY, KANSAS

In the Matter of

RURAL WATER DISTRICT NO. 1,
SEIGWICK COUNTY, KANSAS

ORDER ANNEXING TERRITORY

STATE OF KANSAS
SEIGWICK COUNTY
FILED FOR RECORD AT
DEC 16 1969
24139
JOHN HALE
REGISTER OF DEEDS
Paul Kellner
deputy

ON this 12th day of December, 1969, 9:00 o'clock a.m.

The petition of certain landowners for annexation of territory comes on for hearing, said petition having been set for 9:00 a.m. December 10, 1969, but having been continued to this date by order duly entered.

The Board of County Commissioners being in regular adjourned session with the following commissioners present:

The Board of County Commissioners being fully and duly advised in the premises finds:

1. That said petition is signed by the owners and all of the owners of all of the land sought to be incorporated in said Rural Water District.
2. That said petition defines by metes and bounds the boundaries of all the lands owned by the petitioners desired to be attached to the district.
3. That all of such lands are without an adequate water supply.
4. That attachment to said district will be conducive to and will promote the public health, covenants and welfare.
5. That notice of the hearing of said petition and of the postponement or continuance of said hearing was duly given by the County Clerk:

CSH. Betty McDaniel
a. clerk

a. To the Chief Engineer, Division of Water Resources,
State Board of Agriculture.

b. To all petitioners.

c. To each of the members of the Board of Directors
of Rural Water District No. 1.

The Board of County Commissioners further finds that all
the statements contained in said petition are true and that no
member of the Board of Directors of Rural Water District No. 1 has
objected to the proposed annexation.

The Board of County Commissioners further finds that the
following described real estate to-wit:

The NE/4 of the NE/4 of Section 5, T 27 S, R 2 E.

The E/2 of the SE/4 of Section 20, T 25 S, R 2 E.

The NE/4 of Section 7, T 25 S, R 2 E.

The S/2 of Section 12, T 25 S, R 2 E.

The NE/4 of Section 14, T 25 S, R 2 E.

The E/2 of the SE/4 and the E/2 of the NW/4 of
the SE/4 of Section 11, T 25 S, R 2 E.

Be and the same is hereby annexed and attached to Rural Water District
No. 1, Sedgwick County, Kansas and that the owners of said land shall
be entitled to subscribe to water benefit units upon such terms
and conditions as the Board of Directors of Rural Water District
No. 1 shall prescribe.

IT IS FURTHER ORDERED that the County Clerk spread a
copy of this order on the minutes.



Attest:

(seal)

Marie Warden
County Clerk Betty McDonald
Marie Warden

Paul E. Rush
Commissioner - Chairman
E. H. H. H.
Commissioner
W. L. L.
Commissioner

FILM 342 FALL 230

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
.....O.C.M.

DEC 18 1978

SALTWATER DISPOSAL AGREEMENT,
SURFACE LEASE AND EASEMENT

NO 4 18335
BETTE F. MCCART
REGISTER OF DEEDS

THIS AGREEMENT is made and entered into this 21 day of NOVEMBER, 1978, by and between PAUL S. MATSON and ELLA K. MATSON, husband and wife, herein called "Owners", and WILEY R. ASH, SR., herein called "Operator".

WITNESSETH:

WHEREAS, Owners are vested with fee interest in the following described tract of land situated in the County of Sedgwick, State of Kansas, to-wit:

The Northeast Quarter (NE/4) of Section 7,
Township 26 South, Range 2 East,

hereinafter referred to as "said land", and,

WHEREAS, Operator, pursuant to an oil and gas lease dated June 30, 1978, covering said land, drilled or caused to be drilled a test well for oil and gas, at a location in the Center of the East Half of the East Half of said Northeast Quarter (C E/2 E/2 NE/4) which test, after expiration of the primary term of such oil and gas lease, was found non-productive of both oil and gas, and Operator desires to convert such test well (the Matson No. 1) to a salt water disposal well and to transport salt water produced from adjoining leases onto said land and dispose of same in the Matson No. 1 salt water disposal well.

NOW, THEREFORE, for the consideration hereinafter recited and the mutual covenants to be performed, the parties hereto agree as follows:

- (1) Owners do hereby lease and let unto Operator an approximate one-acre tract of land in the form of a square (200 feet by 200 feet) immediately surrounding the Matson No. 1 salt water disposal well (with such well located in the center of such tract) and agree that Operator may use said described well for

8.00
Wiley R. Ash
Box 114
Well 12 67153

disposal of salt water from leases owned and operated by Operator within a two-mile maximum radius of such disposal well, together with the right to erect thereon such structures as are necessary and incident to such operations, with right of ingress and egress (and the right to construct buried salt water pipelines) along the existing roadway, from the East line of said land to the Matson No. 1 well, for the purpose of transportation, storing in tanks and disposing of salt water in said well.

- (2) Such surface lease, easement and disposal right shall extend for a period of five (5) years from and after the date hereof, and at the agreement of the parties thereafter from year to year so long as mutually agreed upon and so long as used for the purposes herein stated. The cost to Operator of a renegotiated extension will be based upon other salt water disposal agreements in the area but in no event less than the costs herein provided.
- (3) For the rights herein granted, Operator agrees to pay to Owners an annual minimum rental of One Thousand Dollars (\$1,000.00) in advance, the first such rental being due upon Owners' execution of this agreement and thereafter on or before each anniversary date of this agreement directly to Owners at Route 2, Valley Center, Kansas 67147. In addition to the annual minimum rental, Operator shall pay Owners One Hundred Dollars (\$100.00) per year per well for each well over ten (10) wells from which Operator is transporting salt water and disposing of same in the Matson No.1 salt water disposal well.

- (4) As part of the consideration for the grant herein expressed, Operator agrees to forthwith release of record the aforementioned expired oil and gas lease dated June 30, 1978, by filing with the Sedgwick County Register of Deeds a good and proper release, and to restore the premises insofar as practicable to its condition prior to the operations of Operator, including the filling and leveling of pits and remedying any salt water or other spillage on the surface. Failure to do so shall render this agreement immediately null and void.
- (5) It is specifically agreed that Owners will be compensated for any and all damages to the surface, in addition to the consideration above expressed, which may occur through operations of Operator.

It is understood and agreed that Operator may, at its election, and after giving Owners Thirty (30) days notice in writing, abandon and redeliver the premises on any rental due date. In such event, Operator shall have the right to recover and remove all its equipment within sixty (60) days after such abandonment and shall be obligated to restore the surface to its original condition.

The terms, conditions and provisions hereof shall extend to, inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

OPERATOR:

Wiley R. Ash, Sr.
WILEY R. ASH, SR.

OWNERS:

Paul S. Matson
PAUL S. MATSON

Ella K. Matson
ELLA K. MATSON

STATE OF KANSAS }
COUNTY OF SEDGWICK } SS:

BE IT REMEMBERED, that on this 7th day of December, 1977, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came WILEY R. ASH, SR., who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person acknowledged the execution of the same.

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

ELIZABETH M. CRIGER
NOTARY PUBLIC
Butler County, Kansas
My Appt. Expires 11/7/81

Elizabeth M. Criger
Notary Public
ELIZABETH M. CRIGER

My Appointment Expires:

11/7/81

STATE OF KANSAS }
COUNTY OF SEDGWICK } SS:

BE IT REMEMBERED, that on this 12 day of December, 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came PAUL S. MATSON and ELLA K. MATSON, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons acknowledged the execution of the same.

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

My Appointment Expires:

June 9, 1981

Judith Buck
Notary Public

JUDITH BUCK
STATE NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. 6-9-81

SALTWATER DISPOSAL WELL AGREEMENT

THIS AGREEMENT made this 23RD day of MARCH, 1987, between ELLA K. MATSON, a widow, hereinafter called Lessor, and ENERGY MANAGEMENT INC., Lessee:

1. Lessor, in consideration of a minimum payment of \$1.00 and other good and valuable considerations, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases, lets exclusively unto lessee for the purposes of injecting water into subsurface strata, laying pipelines, building tanks, and other structures and things thereon to take care of, treat, and maintain a disposal well for the purpose of disposing of water produced from oil and/or gas wells, the following described land together with any reversionary rights and after-acquired interest therein situated in Sedgwick County, Kansas:

Five acres in the form of a square around the saltwater disposal well located in the East Half of the Northeast Quarter (E/2 Ne/4) of Section 7, Township 26 South, Range 2 East.

2. Subject to the provisions herein contained, this lease shall remain in force and effect for a period of five years from this date along with an option also granted to lessee to be exercised by him in writing to the lessor at the end of such five year period that he wishes to renew this lease for an additional five year periods under the same terms and conditions for number of periods not to exceed a total of 20 years from this date.

3. Lessee may, free of cost, inject saltwater from any well located on lessor's property located in the East Half of Section 7, Township 26 South, Range 2 East; but must pay One-Eighth (1/8th) of all money collected from the disposal of saltwater into the above described disposal well which was produced from wells from other lands.

4. Lessee must pay as rental a minimum fee of Twenty Five Dollars per year, said minimum fee is to be determined at the end of each year, but the One-Eighth royalty provided above shall be included in computing the minimum payment for any one year, said year starting from the date of this agreement. Any year lessee does not pay royalty or rental money amounting to the minimum Twenty five Dollars, this lease shall terminate as to all parties.

5. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder to satisfying same. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion that his interest bears to the whole and undivided fee; however, such rental shall be increased at the next succeeding rental anniversary after the acquisition of any reversionary interest or after acquired title to cover the interest so acquired, and lessor agrees to notify lessee in writing upon acquisition of any additional interest in the above described property whether it be by reversion or after-acquired title.

Ella K. Matson
ELLA K. MATSON

STATE OF KANSAS) SS.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 25th day of March, 1987, by Ella K. Matson.



J. D. White
Notary Public

ck
8.00

Energy Management Inc.
514 Broadmeor Court

67206

STATE OF KANSAS }
 SEDGWICK COUNTY }
 FILED FOR RECORD AT
 8:00 AM

JAN 24 90 1048435

PAT KETTLER
 REGISTER OF DEEDS

*Ed Rando
 Deputy*

RECORDED
 INDEXED
 JAN 24 1990
 RECORDS AGENT



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29362892

Receipt #: 1852497
Pages Recorded: 2
Cashier Initials: KL

Recording Fee: \$12.00
Authorized By:

Date Recorded: 4/1/2013 9:53:41 AM



**ASSIGNMENT AND ASSUMPTION OF DISPOSAL WELL AGREEMENT, SURFACE
AGREEMENTS, AND RIGHT OF WAY**

This Assignment and Assumption Agreement is made and entered as of this 1st day of February, 2013, by and between Edison Energy, L.C. ("Assignor") and Bear Petroleum LLC ("Bear").

Recitals:

A. Assignor is the Lessee of that certain Disposal Well Agreement dated November 4, 1998, with the Heirs of Ella Matson Estate as Owner, covering the 5 acres around the disposal well in the E/2 NE/4 of Section 7, Township 26 South, Range 2 East, Sedgwick County, Kansas.

B. Pursuant to the rights provided under the Disposal Well Agreement, Assignor has established and is operating a salt water disposal well known as the Matson #1 salt water disposal well, and located in the E/2 E/2 NE/4, Section 7, Township 26 South, Range 2 East, Sedgwick County, Kansas.

C. Assignor and Bear have agreed to sell and purchase all of Assignor's right, title and interest in and to the subject salt water disposal system, including the transfer and assignment of the Disposal Well Agreement, Surface Agreements, Right of Way, and all equipment on the following terms:

AGREEMENT:

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows.

1. **Assignment.** Assignor hereby transfers, assigns and conveys all of its right, title and interest in and to the Disposal Well Agreement, Surface Agreement, Right of Way, and all equipment to Bear.

2. **Assumption.** Bear hereby accepts the foregoing assignment, and assumes all obligations on the part of the Lessee to be performed under the Disposal Well Agreement. Bear agrees that it will keep and maintain the disposal system in compliance with all applicable laws, rules, regulations and orders and consistent with good industry practice, and assumes the responsibility to properly plug and abandon the system at such time as it may desire to do so or when ordered to do so by the appropriate governing authority.

3. **Binding Effect.** This assignment and assumption is effective as of the date first appearing above, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment and Assumption is entered into by the parties hereof.

EDISON ENERGY LC

David C. Withrow,
Managing Partner

BEAR PETROLEUM LLC

R. A. Schrenner, President

ACKNOWLEDGEMENT

STATE OF Kansas)
 COUNTY OF Sedgwick) SS:

BE IT REMEMBERED, that on this 20 day of February, 2013, before me, a Notary Public in and for the County and State aforesaid, came David G. Withrow, Managing Partner of Edison Energy, LLC, to me personally known to be the same person who executed the within instrument of writing in such capacity, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal, on the day and year last above written.

My Commission Expires: 5/3/15



Jacqueline C. Smith
 Notary Public

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS:
 SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 23rd day of February, 2013, before me, a Notary Public in and for the County and State aforesaid, came R. A. Schremmer, President of Bear Petroleum LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the within instrument of writing in such capacity, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal, on the day and year last above written.

My Commission Expires: 3/10/2016

Shannon Howland
 Shannon Howland - Notary Public

STATE OF Kansas ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF Sedgwick

Before me, the undersigned, a Notary Public, within and for said county and state, on this 11th
day of October, 1986, personally appeared Ella K. Matson
and _____

to me personally known to be the identical person, who executed the within and foregoing instrument and acknowledged to me
that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires BILL MITCHELL
NOTARY PUBLIC
SEDOGICK COUNTY, KANSAS
MY APPT. EXP. 11/1/87
BILL MITCHELL Notary Public.

STATE OF _____ ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person, who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public.

STATE OF _____ ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public
in and for the county and state aforesaid, personally appeared _____
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing
instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____ Notary Public.

STATE OF KANSAS
SEDOGICK COUNTY
FILED FOR RECORD AT
2:00 PM

OIL AND GAS LEASE

JAN 26 1987
NO 8 59463
PAT KETTNER
REGISTER OF DEEDS

No. _____	FROM _____	TO <u>Ed Reed</u>	Date _____	Section _____	No. of Acres _____	Term _____	County _____	STATE OF _____	County of _____	This instrument was filed for record on the _____ day of _____, 19____.	at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.	By _____ Register of Deeds.	When recorded, return to _____	THE KANSAS BLUE PRINT CO
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NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person, who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public.

Form 88—(Producers)
Kan., Okla. & Colo. (12-63) Rev. **B** W

OIL AND GAS LEASE (16)

Reader No
119-116

ARKANSAS BLUE PRINT Co. INC.
114 THE BANKERS BLDG. "ST. LOUIS, MO. 200-1111"

THIS AGREEMENT, Entered into this 9th day of February, 1990 between
Paul R. Matson and Kathy Matson, his wife Rozella M. Roach, a single person Clara R.
Cheney and Fredrick A. Cheney, her husband Norman R. Matson a single person and
Rudy L. Matson a single person
hereinafter called lessor.
and Ahs Oil Inc. hereinafter called lessee, does witness:
\$10.00 and OVC Dollars in hand paid of the cover.

[illegible]

in Section 7 Township 26S Range 2E and containing 16 acres, more or less.

3. The lessor shall deliver as royalty, free of cost, to lessor at the wells, or to the credit of lessor into the pipe line to which lessee may connect its wells, the equal one-eighth (1/8) part of all oil (including but not limited to distillate and condensate) produced and saved from the leased premises, or at the lessor's option may pay to the lessor for such one-eighth (1/8) royalty the market price at the wells in the field or area for oil of like grade and gravity prevailing on the day each oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas of whatsoever nature or kind (with all of its constituents) produced and used by the lessee for the manufacture of gasoline or any other product, as royalty, one-eighth (1/8) of the market value of said gas at the mouth of the well; if said gas is sold by the lessee, then as royalty one-eighth (1/8) of the net proceeds of said sale; if the gas is sold by the lessor, then as royalty one-eighth (1/8) of the net proceeds of said sale. All payments to be made monthly. During any period (whether before or after the expiration of the term hereof) when gas is not being an sold or used and the well or wells are shut in, the lessor shall pay to the lessee for operations on said leased premises sufficient to keep this lease in force, the sum of One Dollar (\$1.00) per year per net royalty acre retained hereunder. If the lessor fails to make such payments, then the anniversary date of this lease shall be deemed to be the anniversary date of this lease next ensuing after the expiration of ninety (90) days after the date when the well is shut in and thereafter on the anniversary date of this lease during the period of shut in, the lessor shall be deemed to be the royalty owner's credit in the rental depository bank hereunder. Out of every dollar of royalty made it will be considered that gas is being produced within the meaning of this lease. The lessor shall not be required for operations hereunder, the lessee may have, free of charge, gas from the leased premises for storage and inside lights in the principal dwelling house on said land by making his own connections with the well. The use of such gas to be at the lessor's sole risk and expense.

5. If drilling operations or mining operations are not commenced on the leased premises on or before one year from this date, this lease shall then terminate as in both parties ~~joint and several obligation to pay the sum of~~ or any successor bank, the sum of _____

[illegible]

6. If at any time prior to the discovery of oil or gas on this land and during the primary term of this lease, the lessee shall drill a dry hole or dry holes on this land, this lease shall not terminate if the lessee commences further drilling operations or commences or resumes the payment of rentals in the manner and in the amount hereinabove provided by the rental saving date, if any, next ensuing after thirty (30) days following the completion of the dry hole, or if there be no such rental saving date, commence such further operations before the expiration of the primary term.

7. In case said lessor owns a free interest in the above described land then the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay damages caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to any well of the lessor without written consent of the lessor. Lessee shall have the right at any time to drill and operate any well on said land to remove all machinery, fixtures, houses, buildings and other structures placed on the land by the lessor, and to drill to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

[illegible]

30. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nevertheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to each such separate owner in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks, or to collect, meter and discharge in

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the dischargers of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence to drill a well or commence reworking operations on an existing well at any time while this lease is in force, this lease shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. Lessee may at any time and from time to time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities hereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter required in the production and the acreage covered hereby is reduced or each such release, but as to the portion of the acreage not released the terms and covenants of this lease shall continue and remain in full force and effect for all purposes.

14. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any such orders or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations for interpretations thereof. It is further agreed that the lessee shall be prevented during the last six months of the primary term hereof from drilling a well hereunder which is necessary for the drilling thereof not having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

[illegible]

10. Should any one or more of the parties above named as lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as lessor. The word "lessor" as used in this lease means the party or parties who execute this lease as lessor, although not named above.

IN WITNESS WHEREOF, we sign the day and year first above written

IN WITNESS WHEREOF, we sign this day and month first above written.

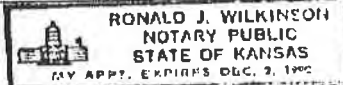
<u>Paul R. Matson</u>	Paul R. Matson
<u>Kathy Matson</u>	Kathy Matson
<u>Rozella M. Roach</u>	Rozella M. Roach
<u>Clara R. Chene</u>	Clara R. Chene

Notary: Barry J. Smith
300 E. 5th St.
67218

SEE ATTACHED
Frederick A. Cheney
Norman R. Matson
Rudy L. Matson
Malissa Lassance
 NOTARY PUBLIC, STATE OF FLORIDA,
 MY COMMISSION EXPIRES: FEB. 8, 1993.

STATE OF KANSAS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 COUNTY OF SEDGWICK
 The foregoing instrument was acknowledged before me this 9th day of February, 1990
 by Paul R. Matson, his wife and Kathryn Matson, a single person, Norman R. Matson, a single person, and Ruby E. Matson, a single person
 My commission expires _____

 Notary Public



STATE OF FLORIDA ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this 15th day of February, 1990
 by CLARA R. CHENEY & FREDERICK A. CHENEY, her husband
 My commission expires (See Front Side for Notarization by Melissa LAYLAND, Florida Notary)

 Notary Public

STATE OF FLORIDA ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
 by _____ and _____

In addition to the above reserved royalty, Lessor also reserves an overriding royalty of 1/16th of 7/8ths.

Lessor claims no ownership to oil and gas equipment located on the property, but grants to Lessees any rights they might have therein.

OIL AND GAS LEASE

FROM

No. _____	TO	Date _____, 19____	Section _____	Typ. _____	Age _____	No. of Acres _____	Term _____	County _____	STATE OF _____	County _____	This instrument was filed for record on the _____ day of _____, 19____	at _____ o'clock _____ M., and duly record _____ in Book _____ Page _____	the records of this office.	Register of Deeds _____	When recorded, return to _____
-----------	----	--------------------	---------------	------------	-----------	--------------------	------------	--------------	----------------	--------------	--	---	-----------------------------	-------------------------	--------------------------------

STATE OF KANSAS
 SEDGWICK COUNTY
 FILED FOR RECORD AT
 Aug 29 1990
 PAT KETTLER
 REGISTER OF DEEDS

 Deputy

STATE OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____
 by _____
 of _____
 corporation, on behalf of the corporation.
 My commission expires _____

 Notary Public



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29344636

Receipt #: 1843390
Pages Recorded: 2
Cashier Initials: VL

Recording Fee: \$12.00
Authorized By:

Date Recorded: 1/7/2013 2:10:26 PM



MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF KANSAS

§
§
§

WITNESSETH:

COUNTY OF SEDGWICK

Paul R. Matson, Individually and as Trustee of the Paul R. Matson Revocable Trust dated November 24, 1993 (herein called "Lessor"), whose address is 1235 S Pin Oak Court, Wichita, KS 67230, and Concho Land Co., LLC (herein called "Lessee"), whose address is 983 Eagle Pass, P.O. Box 101, Freedom, OK 73842, hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease (herein called "said Lease") under date of December 26th, 2012 under the terms of which Lessor has granted, leased and let exclusively unto Lessee (subject to each and all of the other provisions thereof), for the purpose of investigating, exploring, prospecting, drilling, mining, completing, equipping, developing, and operating for, and producing oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), or other minerals, as well as all ancillary activities related to the such activities, the following tract(s) of land (herein called "said Land"), in Sedgwick County, Kansas, to wit:

E/2 NE/4 of Section 7, Township 26 South, Range 02 East

Said Lease has been executed and acknowledged by Lessor in favor of Lessee and provides for a primary term of five (5) years from December 26th, 2012 (herein called the "Primary Term"), as well as Lessee's option to extend the Primary Term an additional three (3) years as stated in said Lease, and as long thereafter as oil or gas or other minerals is produced in paying quantities from said Land, or land with which said Land is pooled, or said Lease is maintained in force in any other manner therein provided, subject to all of the exceptions, reservations, terms, conditions and provisions as set forth therein. An executed copy of said Lease is in the possession of both Lessor and Lessee, and said Lease with all of its terms, covenants and provisions, is incorporated herein by reference and made a part hereof for all purposes.

The purpose of this Memorandum of Oil and Gas Lease (herein called the "Memorandum") is to evidence the existence of said Lease, and this Memorandum is given in lieu of filing said Lease in full for record with the office of the Register of Deeds in the county or counties in which said Land is located.

This instrument may be executed in counterparts, which can be combined in one or more instruments for recordation.

IN WITNESS WHEREOF this instrument is executed on this the 26 day of Dec, 2012, but to be effective December 26th, 2012.

See attached page 2 for Lessor and Lessee signatures and acknowledgments by notary.

000029344535

LESSOR:

Paul R. Matson, Individually and as Trustee of the Paul R. Matson Revocable Trust dated November 24, 1993

Paul R. Matson

Paul R. Matson
Individually and as Trustee

STATE OF Kansas

)

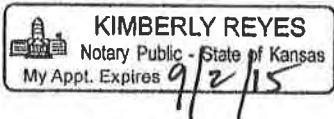
) ss.

(TRUST ACKNOWLEDGMENT)

COUNTY OF Sedgewick

)

The foregoing instrument was acknowledged before me this 26 day of Dec., 2012, by Paul R. Matson, Individually and as Trustee of the Paul R. Matson Revocable Trust dated November 24, 1993.



Kimberly Reyes
Notary Public
My commission expires 9/2/15

LESSEE:

By: [Signature]

Don Childs, as Agent for Concho Land Co, LLC, on behalf of the corporation

STATE OF Kansas

}

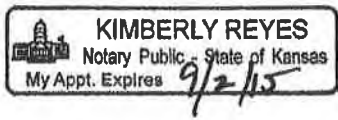
} ss.

(CORPORATE ACKNOWLEDGMENT)

COUNTY OF Sedgewick

}

The foregoing instrument was acknowledged before me this 7 day of January, 2013, by Don Childs, as Agent for Concho Land Co., LLC, on behalf of the corporation.



Kimberly Reyes
Notary Public
My commission expires 9/2/15

This instrument prepared by: Concho Land Co., LLC
RETURN RECORDED COPY TO:
Concho Land Co., LLC
453 South Webb, #150
Wichita, KS 67207

SALT WATER DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 4th
day of NOV., 1998, by and between p. 104

hereinafter called "GRANTOR" and TomKat, Ltd., P.O.Box
780581, Wichita, Kansas
67278-0581.

WHEREAS; Grantor is the owner and manager of the
following described land;

5 Acres around the disposal well in
the E/2 Ne/4 Sec.7-26S-2E.
SEDGWICK COUNTY, KANSAS

hereinafter called the "said land", on which land a salt
water disposal well has been completed for the disposal of
produced water from within the lease as well as from
outside properties.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

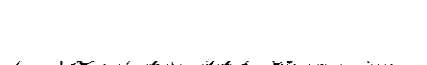
1. **RENTAL.** In consideration as provided herein, TomKat, Ltd. shall pay to the Grantor as rental for the rights and privileges herein granted, the sum of Seventy-five Dollars (\$75.00) per month, per well to dispose outside water into the above described salt water disposal well. The said rental shall be effective November 1, 1998. Payment for such rental shall be payable by the by the 20th of the following month.
2. **RE-NEGOTIATION OF AGREEMENT.** Effective date for said agreement will be November 1, 1998 and shall be in effect for one year. At the end of the first year and each following year thereafter, said agreement shall be re-negotiated by both parties of interest.
3. **TERMINATION.** Should TomKat, Ltd. no longer require the services of the above described salt water disposal well, the agreement may be terminated by serving a 30 day notice to the Grantor. The other provision hereof notwithstanding, this agreement shall not be terminated by the Grantor by virtue of the failure of TomKat, Ltd. to timely make the monthly payments provided herein, unless Grantor give TomKat, Ltd. notice of such failure to pay and the same is not corrected within thirty (30) days after notice is given.

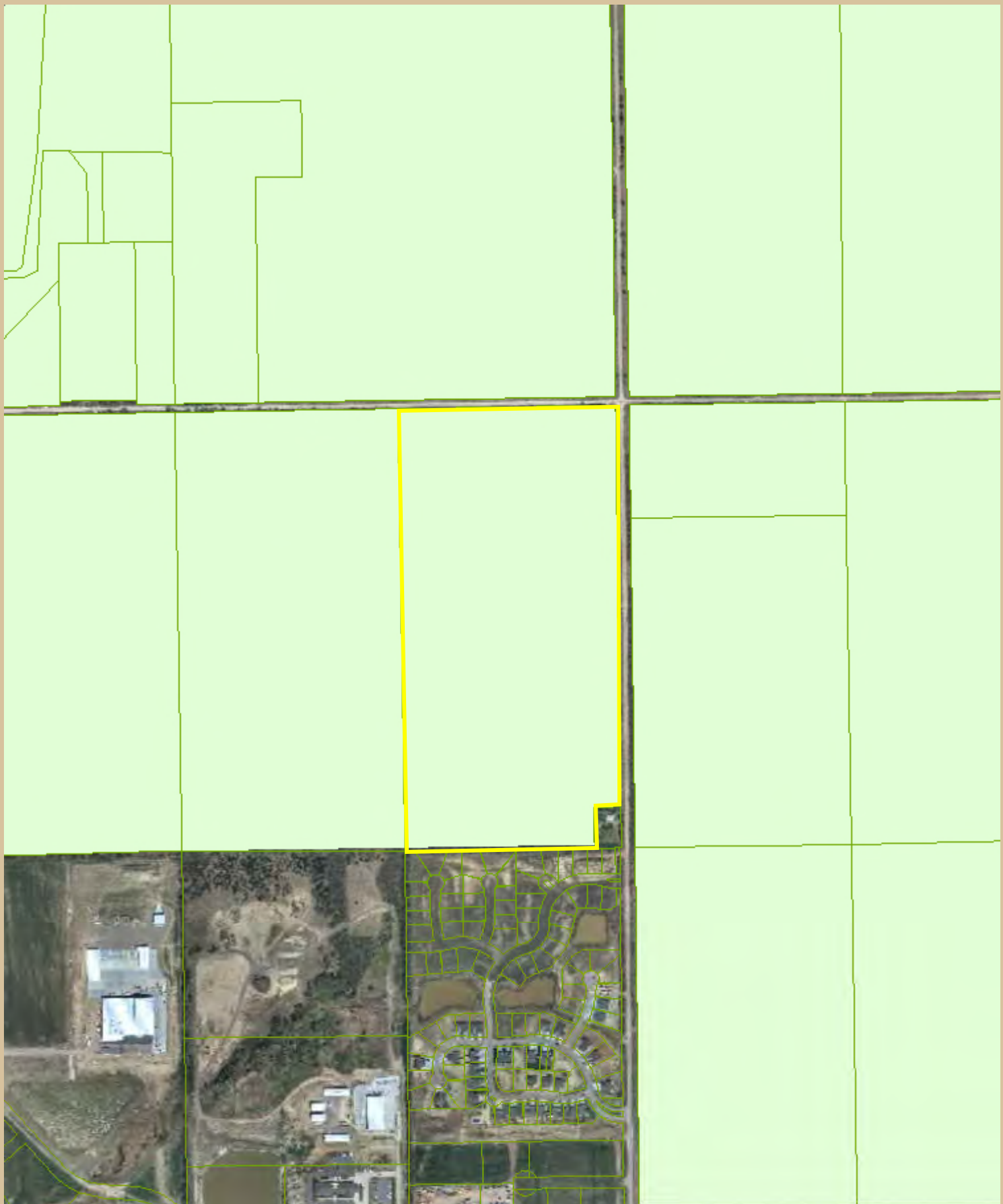
4. NOTICES. All payments and notices provided for herein shall be given to Grantor by addressing the same to the address stated in the preamble to this agreement, and notices to TomKat, Ltd. shall be given to the address stated in the same preamble. All rental payments shall be made to Grantor at the address stated above, or at such other place as they may direct in writing.
5. Should a third party drill and complete a commercial oil or gas well on the lease they shall have the right to dispose their produced water into the above described salt water well operated by TomKat, Ltd.. Such disposal rights shall be granted by TomKat, Ltd. as long as the amount of water being disposed by the third party does not interfere with the operation and disposal of water by TomKat, Ltd.. In addition the third party will have to negotiate a monthly disposal fee with TomKat, Ltd for all water disposed into said disposal well.
6. TomKat, Ltd. will assume full responsibility for the installation and maintenance of all equipment to said disposal well and shall have the right to ingress and egress to the well location for maintenance if so required.
7. Upon termination by either party, TomKat, Ltd. shall have reasonable time in which to remove from the lease premises all property which it may own and agrees that upon termination of this agreement, it will properly plug and abandon such salt water disposal well and will restore lease to a natural condition, as near as possible.
8. The terms and provisions of this agreement shall constitute the entire agreement by and between the parties hereto and shall not be subject to alteration, change or modification, except in writing signed by the parties hereto and shall be and remain in full force and effect between the parties hereto and shall bind their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereunto executed the foregoing Salt Water Disposal Agreement the day and year first above written.

TOMKAT, LTD.

BY 
Dan Murta

 *TomKat, Ltd.*



Geographic Information Services
 Sedgwick County
working for you

76.63 +/- Acres in Kechi Zoning Map: Rural Residential

Exported: 12/1/2020 at 10:48 AM



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 mi
 1 inch = 752 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
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Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

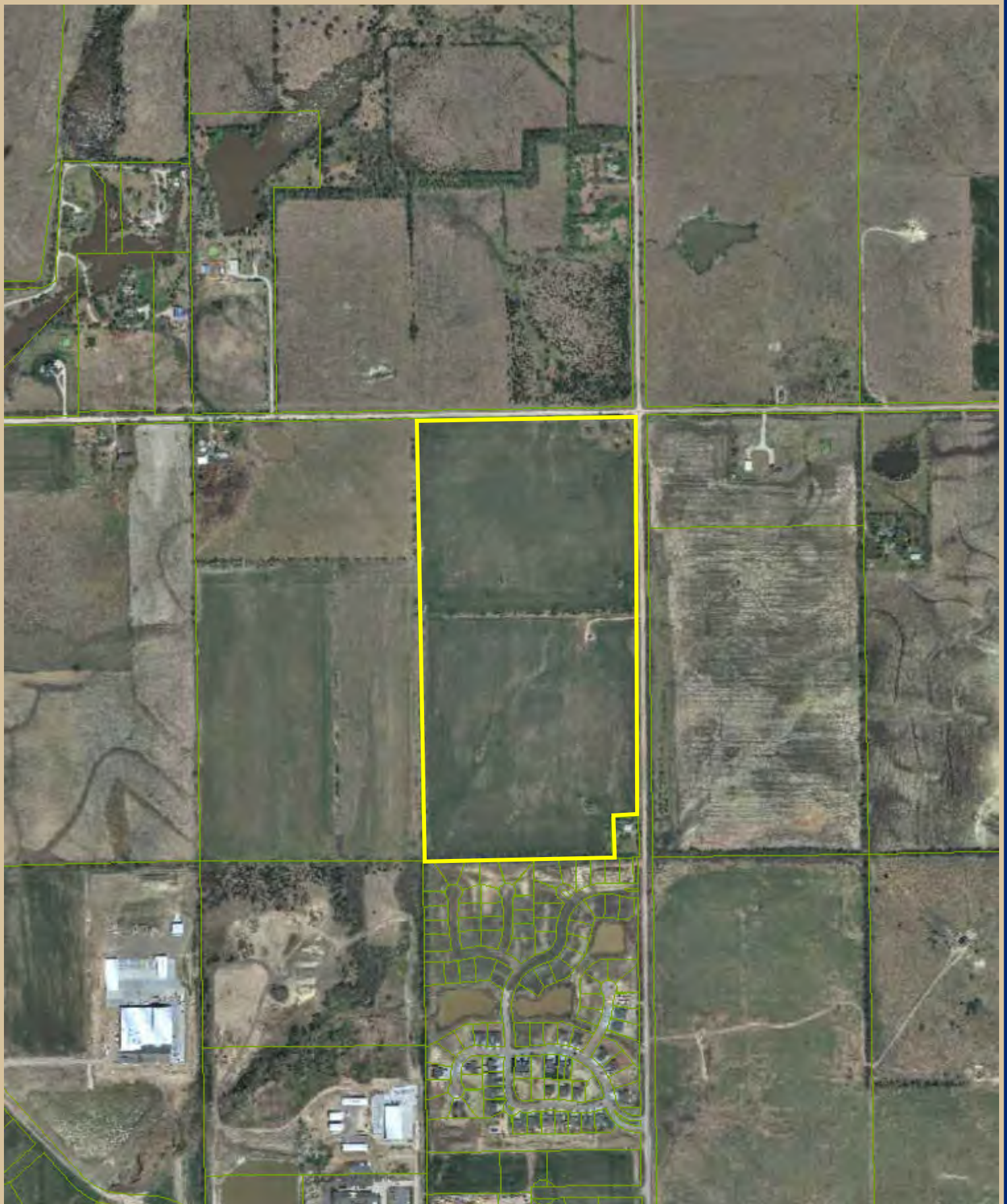
X



X,

Area Not Included





Geographic Information Services
Sedgwick County,
working for you

76.63 +/- Acres in Kechi Aerial Map

Exported: 12/1/2020 at 10:48 AM



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mi
1 inch = 752 feet

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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 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.
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. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
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 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.
12. Bidder authorizes McCurdy to 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 Real Estate. 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 Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy has the right to establish all bidding increments in a commercially reasonable manner.
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.
23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at info@mccurdyauction.com.
24. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
26. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
28. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.

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*)

