

164.7 +/- Acres at W. State Line Rd. | South Haven, KS 67140







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GUIDE TO CLOSING COSTS

PT PIP



MLS# 592263 Class Land **Property Type** Farm County Sumner

Area S10 - Other Towns

Address 164.7 +/- Acres W. State Line Rd.

Address 2

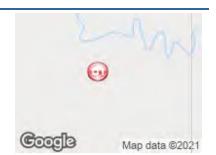
City South Haven

State KS 67140 Zip **Status** Active

Contingency Reason

Asking Price \$350,700 For Sale/Auction/For Rent For Sale

Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone Ty Patton List Office - Office Name and Phone

Co-List Agent - Agent Name and Phone Co-List Office - Office Name and Phone

Zoning Usage Parcel ID **Number of Acres Price Per Acre**

Lot Size/SqFt

Showing Phone

School District

Middle School **High School**

Elementary School Subdivision

McCurdy Auction, LLC - OFF: 316-867-3600

1-800-301-2055 Agriculture 09634-6-14-0-00-00-007.00-0

164.70

7174332

South Haven School District

(USD 509) South Haven South Haven South Haven NONE

S14, T35, R01W, ACRES 164.7,

SE4 & GOVT

Sellers Prop. Disclosure

FLOOD INSURANCE

Required

1/29/2021 **List Date Expiration Date** 5/31/2021 Realtor.com Y/N Yes **Display on Public Websites** Yes Yes

Display Address VOW: Allow AVM Yes VOW: Allow 3rd Party Comm Yes **Sub-Agent Comm** 0 **Buyer-Broker Comm** 3 **Transact Broker Comm** 3

Variable Comm Non-Variable

Virtual Tour Y/N

48 **Days On Market Cumulative DOM** 48

Cumulative DOMLS

Input Date 2/11/2021 1:21 PM

Update Date 3/18/2021

Off Market Date

Status Date 2/11/2021 **HotSheet Date** 3/18/2021 **Price Date** 3/18/2021

DIRECTIONS

Legal

Directions (Sumner County - South Haven) S. Hoover Rd. & W. State Line Rd (E. 200th St. S.) - West to Property.

FEATURES

SHAPE / LOCATION

Rectangular None **TOPOGRAPHIC OUTBUILDINGS** Level None Stream/River **MISCELLANEOUS FEATURES** Wooded None PRESENT USAGE **DOCUMENTS ON FILE** Hay (Various Types) Photographs

ROAD FRONTAGE Dirt

UTILITIES AVAILABLE

Private Water

SALE OPTIONS IMPROVEMENTS

None

EXISTING FINANCING Other/See Remarks PROPOSED FINANCING

Other/See Remarks **POSSESSION**

At Closing

SHOWING INSTRUCTIONS

Call Showing #

LOCKBOX None

AGENT TYPE Sellers Agent **OWNERSHIP** Individual

TYPE OF LISTING Excl Right w/o Reserve **BUILDER OPTIONS**

Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$1,188.30 **General Tax Year** 2020 **Yearly Specials** \$0.00 **Total Specials** \$0.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks Great opportunity to purchase nearly 165 acres of land in Sumner County! With both farm income and recreation potential, this property will be immediately available with no current farmer or crops planted. (4) 3-phase irrigation wells Approximately 95 acres of Shoo Fly Creek runs through the land potentially irrigated land. Easy access off W. State Line Rd. Trees/creek offer fantastic whitetail hunting All interests held by the seller will pass with the real estate to the buyer. According to the Kansas Department of Agriculture, Division of Water Resources there was a water appropriation application (File No. 43918) filed but never perfected by the previous owner. Water was used from the wells but no diversion rate test was performed. The area is still open to new appropriations and the new land owner will need to file an application and facilitate the diversion rate test to perfect their water rights. For questions regarding that process, please contact the Kansas Department of Agriculture, Division of Water Resources, Stafford Field Office. Per the seller, all of the irrigation equipment is functioning and will remain with the property.

MARKETING REMARKS

Marketing Remarks This property is offered by Ty Patton with McCurdy Auction, LLC. Great opportunity to purchase nearly 165 acres of land in Sumner County! With both farm income and recreation potential, this property will be immediately available with no current farmer or (4) 3-phase irrigation wells Approximately 95 acres of potentially irrigated land. Easy access off W. State Shoo Fly Creek runs through the land Trees/creek offer fantastic whitetail hunting All interests held by the seller will pass with the real estate to the buyer. According to the Kansas Department of Agriculture, Division of Water Resources there was a water appropriation application (File No. 43918) filed but never perfected by the previous owner. Water was used from the wells but no diversion rate test was performed. The area is still open to new appropriations and the new land owner will need to file an application and facilitate the diversion rate test to perfect their water rights. For questions regarding that process, please contact the Kansas Department of Agriculture, Division of Water Resources, Stafford Field Office, (620) 234-5311. Per the seller, all of the irrigation equipment is functioning and will remain with the property.

PRIVATE REMARKS

Private Remarks All interests held by the seller will pass with the real estate to the buyer. According to the Kansas Department of Agriculture, Division of Water Resources there was a water appropriation application (File No. 43918) filed but never perfected by the previous owner. Water was used from the wells but no diversion rate test was performed. The area is still open to new appropriations and the new land owner will need to file an application and facilitate the diversion rate test to perfect their water rights. For questions regarding that process, please contact the Kansas Department of Agriculture, Division of Water Resources, Stafford Field Office, (620) 234-5311. Per the seller, all of the irrigation equipment is functioning and will remain with the property.

AUCTION

Type of Auction Sale **Method of Auction Auction Location Auction Offering Auction Date Auction Start Time Broker Registration Req Broker Reg Deadline Buyer Premium Y/N Premium Amount Earnest Money Y/N** Earnest Amount %/\$

1 - Open for Preview 1 - Open/Preview Date

1 - Open Start Time 1 - Open End Time

2 - Open for Preview 2 - Open/Preview Date 2 - Open Start Time

2 - Open End Time 3 - Open for Preview 3 - Open/Preview Date

3 - Open Start Time

3 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price \$0 **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

ADDITIONAL PICTURES

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name**

Non-Mbr Appr Name



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

e to the that uld no ng im rospections: ing do not that that ions: ete or onal in .OWIN	e to the that it uld not ng important ons: (1 ng document of the that it ons: (1 ete or ir onal ins owing	e Seller: is signe t be accortant a cive Buyer c) Comp numenta ne comr r, you acc e Buyer ts abou you tak c) Revie nadequa spection	This statement is a disclosure of the condition of the above described Property known by the SELLEI d. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transact epted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you k about the Property that is not addressed on the Seller's Property Disclosure, add that information to the ers may rely on the information you provide. Idete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all availation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answerent lines to explain. Introduced that the fallure to disclose known material information about the Property may result in liability. In Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material the Property, there are likely facts about the Property that the SELLER does not know. Therefore, the an active role in obtaining the information about the Property. We this form and any attachments carefully. (2) Verify all important information. (3) Ask about the Property. (6) Investigate the surrounding area." PRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).
ing do n, use e belo e to t ant) fa nt tha ions: ete or onal ii	ng doci , use the g below e to the nt) fact nt that w ons: (1 ete or in onal ins	umenta ne comr , you ac e Buyer ts abou you tak L) Revie nadequa	tion. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answerent lines to explain. **Rowledge that the failure to disclose known material information about the Property may result in liability.** : Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material the Property, there are likely facts about the Property that the SELLER does not know. Therefore, an active role in obtaining the information about the Property. w this form and any attachments carefully. (2) Verify all important information. (3) Ask about a teresponses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Observed the Property. (6) Investigate the surrounding area.**
e to t ant) fa nt tha ions: ete or onal in	e to the nt) fact nt that v ons: (1 ete or ir onal ins	e Buyer ts abou you tak L) Revie nadequa spection	: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known mate the Property, there are likely facts about the Property that the SELLER does not know. Therefore, an active role in obtaining the information about the Property. we this form and any attachments carefully. (2) Verify all important information. (3) Ask about atteresponses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Observed the Property. (6) Investigate the surrounding area.
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		ARE REI	PRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).
ב ב	;		
Working	Working	Not Working Don't Know	PART I Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.
) <u>(%</u>			WATER SYSTEMS Well/Pump
	_		If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No Is the property connected to ☐ city ☐ rural water systems? Rural Water Transfer? ☐ Yes ☒ No Transfer Fee \$
] []			DRAINAGE/SEWAGE SYSTEMS Sewer Lines
			Septic/Laterals Lagoon Tank Size Location # Feet of Laterals Other Other Comments:

			mow	PART II
	Yes	Š	Don't Know	Answer questions to the best of your (Seller's) knowledge.
		_	_	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		稳		Is electricity connected to property?
48				If not, distance to nearest source?
19				To your knowledge, is there any additional costs to hook up utilities?
50 51				If yes, please explain:
52				Comments:
53				
				DRAINAGE/SEWAGE SYSTEMS
54			圍	Is property connected to a public sewer system?
55			'	If yes, no explanation required.
56			興"	Is there a septic tank/lagoon system serving this property?
57				If yes, when was it last serviced? Date
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?
50				Is the property located in a subdivision with a master drainage plan?
51		19		If so, is this property in compliance?
52				Has the property ever had a drainage problem during your ownership?
63				Do you currently pay flood insurance?
54				Other drainage/sewage systems and their conditions:
55				Comments:
56				BOUNDARIES/LAND
57				Have you had a survey of your property?
58	<u> </u>			Are the boundaries of your property marked in any way?
59		Q)		Is there any fencing on the boundary(ies) of the property?
70				If yes, does the fencing belong to the property?
71	467	_		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,
73			_	roads, driveways?
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
76				problems that have occurred on the property or in the immediate neighborhood?
77 78				Comments:
79				HOMEOWNER'S ASSOCIATION
30		(3)		Is the property subject to rules or regulations of any homeowner's association?
31			_	Annual dues \$ Initiation Fee \$
32		48		To your knowledge, are there any problem relating to any common area?
33				Have you been notified of any condition which may result in an increase in assessments?
33 84				Comments:
35				

Seller's Initials DB	Buyer's Initials
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		nov	PART II - Continued
Yes	No	Don't Knov	Answer questions to the best of your (Seller's) knowledge.
×	Z	Δ	ENVIRONMENTAL CONDITIONS
			To your knowledge, are any of the following substances, materials, or products present on the real property
			Asbestos
			Contaminated soil or water (including drinking water)
			Landfill or buried materials
			Methane gas
	5,		Oil sheers in wet areas
	0		Radioactive material
	1		Toxic material disposal (e.g., solvents, chemicals, etc.)
			Underground fuel or chemical storage tanks
			EMFs (Electro Magnetic Fields)
9			Gas or oil wells in area
			Other
	Ē		To your knowledge, are any of the above conditions present near your property?
			Comments:
			MISCELLANEOUS
			To your knowledge:
			Are there any gas/oil wells on the property or adjacent property?
			Is the present use of the property a non-conforming use?
	E		Are there any violations of local, state or federal government laws or regulations relating to this propert
			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 condi
			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?
	1.4		Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial u
			desirability of the property? If yes, please explain below.
			Comments:
	_		Seller Owns:
			Mineral Rights:
			% pass with the land to the Buyer % remain with the Seller
	Palle		% are owned by third party unknown
			Are there any oil, gas, or wind leases of record or Other? Please explain:
			Crops planted at the time of sale:
			pass with the land to the Buyer remain with the Seller
			nonenegotiable
			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:
			\mathcal{O} \mathcal{A}
			Seller's Initials Buyer's Initials

Rev. 7/18

SELLER'S ACKNOWLEDGMENT

llor	un wager	1-30-21	-	
eller		Date	Seller	Date
			<u>OR</u>	
			o the best of the Seller's kno familiar with all conditions re	wledge as of the date signed by Sell epresented in this form.
0	. 0			
Were	h Boger	[-30-2] Date	Seller	Data
eller		Date	Sellel	Date
		BUYER'S ACKNOWLED	GMENT AND AGREEMENT	
l person	ally have carefully inspe	ected the property. I will re	ely upon the inspections enco	ouraged under my contract with Seli
-			ty in its present condition wit adition or value of the prope	hout representations or guarantees ty.
_		e information that is import camined by professional ins		t investigation of my own. I have be
defects	n the property. I state	•	ntations concerning the con	opert at detecting or repairing physidition of the property are being reli
after Ap	ril 14, 1994, to registe ion regarding those reg	er with the sheriff of the c	county in which they reside. ation on the home page of th	victed of certain sexually violent crin I have been advised that if I des te Kansas Bureau of Investigation (K
that is o may be regardin	oen 24 hours a day and affected by future char g potential for noise ca	l activity at that base may g nges in McConnell Air Forc	generate noise. The volume, te Base activity. I have beer ions associated with McConr	an operational military Air Force ba pitch, amount and frequency of no informed that if I desire informati nell Air Force Base and its operation

Rev. 7/18

Form# 1005 InstanetFORMS



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 164.7 +/- Acres - New Haven, KS 671	.40
DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Orinking Other	er
Location of Well:	
OOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? Y	ESNO
If yes, what type? Septic Lagoon	
Location of Lagoon/Septic Access:	
Derch Rogers	1-29-21 Date
	Date
Owner	Date



File #:

Property Address: 164.7 +/- Acres New Haven, KS 67140

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

SECURITY 15T TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED

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

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

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

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

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

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

	Your signature below acknowledges receipt of this Wire Fraud Alert.						
			Boy-en	1-29-21			
Buyer		Seller					

ACKNOWLEDGEMENT OF RECEIPT - YOU MUST SIGN BELOW

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

FARM: 11458

Oklahoma U.S. Department of Agriculture Prepared: 2/8/21 12:42 PM

Kay Farm Service Agency

Crop Year: 2021

2020 - 10

Report ID: FSA-156EZ Abbreviated 156 Farm Record Page: 1 of 3

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

2020D 11458

Operator Name Farm Identifier Recon Number

Farms Associated with Operator:

BOYERS, DEREK LYNN

None

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract Number(s): None

CRP Contract N	number(s): None								
Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
397.2	351.39	351.39	0.0	0.0	0.0	0.0	0.0	Active	3
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	351.39	85.92	0.0					
				ARC/PLO					
PLC	;	ARC-CO	ARC-	IC	PLC-Def	ault	ARC-CO-Defau	lt	ARC-IC-Default
NON	E WHEAT, SORGH		NONE		NONE		NONE		NONE
	D.	ase		PIC (CCC-505				

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	314.99	35	0.00	22
GRAIN SORGHUM	104.81	41	0.00	
Total Base Acres:	419.8			

Tract Number: 339 Description SUMNER SE 14-35-1W

FSA Physical Location: Sumner, KS ANSI Physical Location: Sumner, KS

BIA Range Unit Number:

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

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
168.2	135.96	135.96	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL/FWP		
0.0	0.0	135.96	41.5		0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	120.7	34	0.00
GRAIN SORGHUM	49.5	41	0.00
Total Base Acres:	170.2		

FARM: 11458

Oklahoma U.S. Department of Agriculture Prepared: 2/8/21 12:42 PM

KayFarm Service AgencyCrop Year:2021Report ID: FSA-156EZAbbreviated 156 Farm RecordPage:2 of3

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate

and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Other Producers: None

Tract Number: 1988 Description N & E OF RR NW-26-29-2W

FSA Physical Location : Kay, OK ANSI Physical Location: Kay, OK

BIA Range Unit Number:

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

51.0

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
52.07	51.0	51.0	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped	MPL/FWP		
0.0	0.0	51.0		0.0	0.0		
Crop	Base Acreag		PLC ⁄ield	CCC-505 CRP Reduction			

0.00

36

Total Base Acres: 51.0

Owners:

Other Producers: None

WHEAT

Tract Number: 13917 Description Land N of RR in NE & NW 22-29-2W less 10 ac tr

FSA Physical Location: Kay, OK

ANSI Physical Location: Kay, OK

BIA Range Unit Number:

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

Recon Number

Tract does not contain a wetland

WL Violations: None

Wetland Status:

Farmland	Cropland	DCP Cropland	WBP	v	VRP	EWP	CRP Cropland	GRP
176.93	164.43	164.43	0.0		0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		MPL/FWP		
0.0	0.0	164.43		44.42		0.0		
	Rase	n	ol C	CCC-505				

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	143.29	34	0.00
GRAIN SORGHUM	55.31	41	0.00

Total Base Acres: 198.6

Owners

Other Producers: None

FARM: 11458

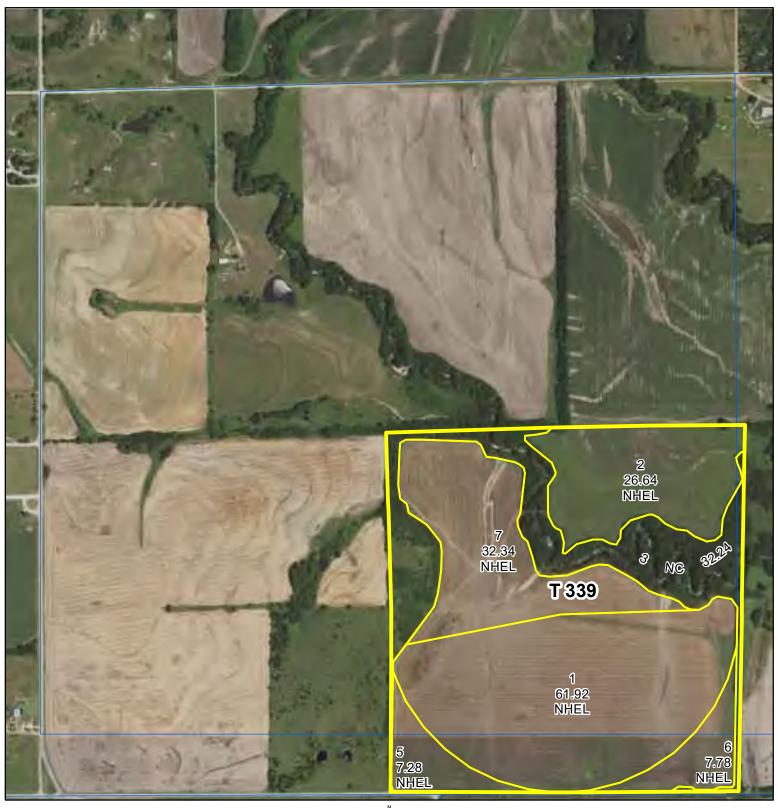
Oklahoma **U.S.** Department of Agriculture Prepared: 2/8/21 12:42 PM

Farm Service Agency Crop Year: 2021 Kay

Abbreviated 156 Farm Record Page: 3 of 3 Report ID: FSA-156EZ

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.





2021 Program Year
Map Created August 20, 2020

Farm **11458**



United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

BOOK 0841 PAGE 0691

OIL AND GAS LEASE

(Paid-up)

AGREEMENT, made and entered into this 24th day of May ,20 11, by and between
, whose address is Represented herein by her Power of
party of the first part, hereinafter called Lessor (whether one or more), and PetroQuest Energy, L.L.C, 400 East Kaliste Saloom Road #6000, Lafayette, LA 70508, party of the second part, hereinafter called Lessee. WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and exclusive right to explore by geophysical and other methods, for mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building drill sites, access roads, tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Sumner, State of Kansas, described as follows, to-wit:
d valuable consideration receipt of which is hereby acknowledged and of the covenants and agreements reinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let d by these presents does grant, demise, lease and let unto the said Lessee, for the sole and exclusive right to provide the provided provided by the sole and exclusive right to stillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pelines, and building drill sites, access roads, tanks, power stations and structures thereon, to produce, save d take care of said products, all that certain tract of land, together with any reversionary rights therein, situated the County of Sumner, State of Kansas, described as follows, to-wit: Southeast Quarter (SE/4) Section 14 Township 35 S Range 1 W , and containing 160.00 acres, more or less. It is agreed that this lease shall remain in force for a term of Three (3) vears from date (herein called imary term) and so long thereafter as oil or gas, or either of them, is produced from said land or lands pooled crewith. In consideration of the premises the said Lessee covenants and agrees: A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a 3/16th part of all oil (including but not limited to condensate and distillate) produced and saved from the ased premises. B. To pay Lessor for gas (including casinghead gas) and all other substances covered hereby, a royalty of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the oduction, severance and other excise taxes and the cost incurred by Lessee in processing, gathering, treating, mpressing, dehydrating, transporting, and marketing, or otherwise making such gas or other substances ready is a sale or use, said payments to be made monthly. During any period after expiration of the primary term hereof ten gas is not being so sold or used and the well or wells are shut in and there is
primary term) and so long thereafter as oil or gas, or either of them, is produced from said land or lands pooled therewith.
A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, a
B. To pay Lessor for gas (including casinghead gas) and all other substances covered hereby, a royalty of 3/16th of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in processing, gathering, treating, compressing, dehydrating, transporting, and marketing, or otherwise making such gas or other substances ready for sale or use, said payments to be made monthly. During any period after expiration of the primary term hereof when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. 3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilli
A unit for an oil well (other than a horizontal completion) shall not exceed 160 acres plus a maximum acreage tolerance of 10%, and a unit for a gas well or a unit for a horizontal completion shall not exceed 1280 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. Lessee shall file written unit designations in the county in which he leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The

entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his

interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of Lessor.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises,

neluding the right to draw and remove casing.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the

assigned portion or portions arising subsequent to the date of assignment.

If at any time within the primary term of this lease or any continuation thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the aforedescribed lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any

such Law, Order, Rule or Regulation, or operation of force majeure.

11. This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper

County.

Lessor hereby warrants and agrees to defend the title to the lands herein described and to indemnify Lessee of all adverse claims thereto, and all expenses incurred by Lessee in defending such claims, including reasonable attorney fees, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

14. For the same consideration stated above, Lessor further grants, sells, conveys and warrants to Lessee a subsurface right-of-way and easement in, through and under the leased premises for the purpose of drilling oil and/or gas wells to, and producing through said wells oil, gas or other minerals from, lands other than the leased premises, together with the right of ingress and egress to said wells.

15. Notwithstanding anything to the contrary contained in this lease, no litigation shall be initiated by Lessor for damages, forfeiture, termination or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is final judicial determination that a breach or default has occurred, this lease shall not be cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so or such judicial determination shall specify that the lease shall be forfeited or cancelled.

16. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years
from the expiration of the primary term. This option may be exercised by Lessee at any time prior to the
expiration of the primary term by paying to Lessor or Lessor's heirs, legal representatives, successors or assigns
an additional bonus equal to \$300.00 per net mineral acre of the leased premises.

STATE OF Olahoma COUNTY OF Kay The foregoing instrument was acknowledged by	SS. before me this 3th day of	' <u>'</u> ,
My Commission Expires 02-12-15 07001501 Commission Number	Taut Dapp Notary Public	
	PUBLIC IN AND FOR STATE OF OKLAHOMA	

State of Kansas, Sumner County SS:
Filed for record on the STA, Day of
Culty, 20 | A.D. at 3:30
o'clock, SH, Mand recorded in photo
Book, at page 1041
fees \$ 16:00
SUSAN D COOK - Deputy
Joyce A. Lowe Register of Deads

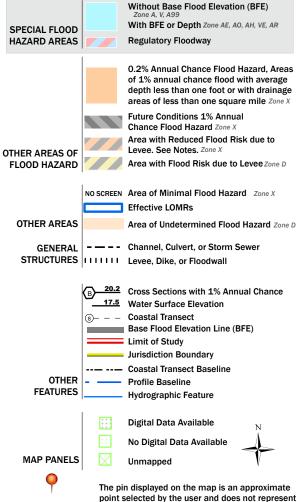
National Flood Hazard Layer FIRMette





Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



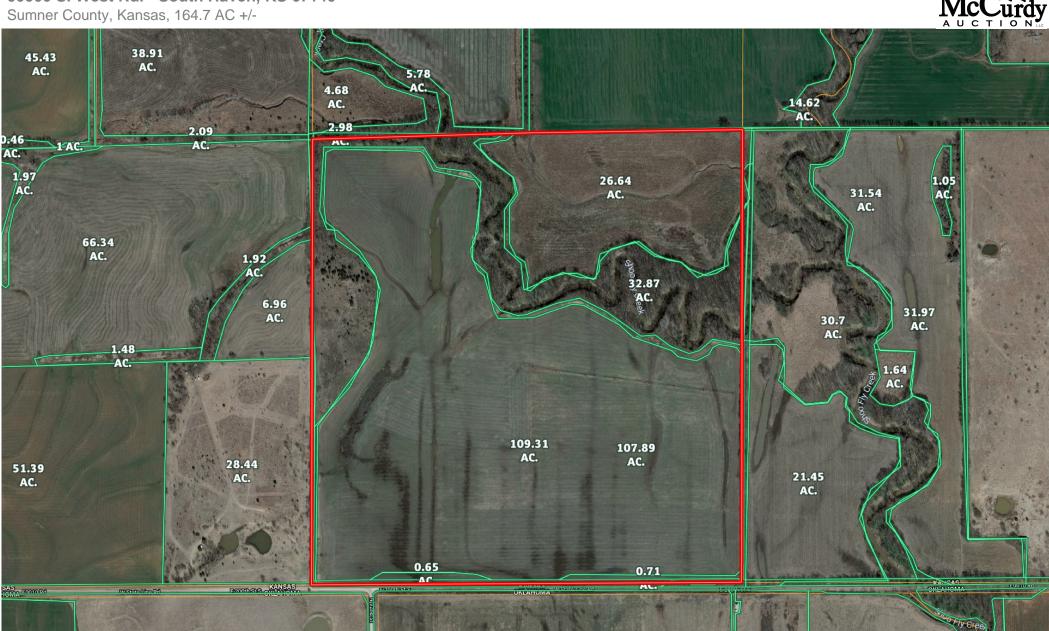
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

an authoritative property location.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/31/2020 at 10:52 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

00000 S. West Rd. - South Haven, KS 67140







1500

1000

0

500

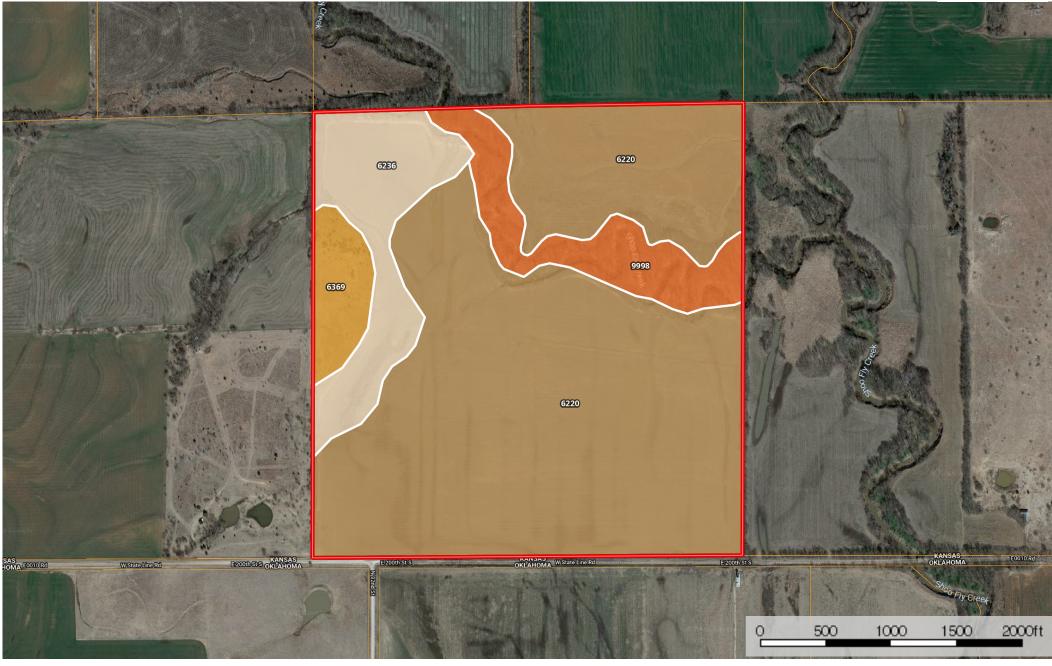
2000ft

37.53 AC.

00000 S. West Rd. - South Haven, KS 67140

Sumner County, Kansas, 164.7 AC +/-





Boundary

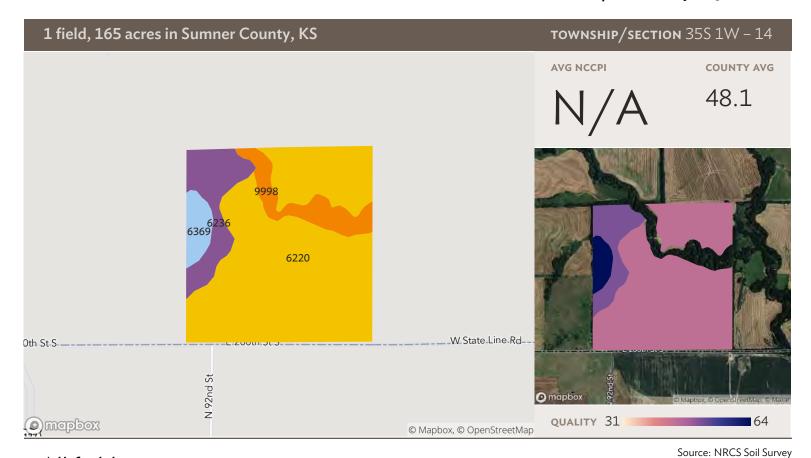
| Boundary 164.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
6220	Brewer silty clay loam, rarely flooded	122.6	74.3	1
9998	Ustifluvents, channeled	15.1	9.14	-
6236	Dale and Reinach silt loams, rarely flooded	20.1	12.18	1
6369	Milan loam, 1 to 3 percent slopes	7.2	4.35	2e
TOTALS		164.9	100%	0.95

Capability Legend									
Increased Limitations an	d Haza	ards							
Decreased Adaptability	and Fro	eedom	of Ch	oice U	Jsers				
Land, Capability									
	1	2	3	4	5	6	7	8	
'Wild Life'	•	•	•	•	•	•	•	•	
Forestry	•	•	•	•	•	•	•		
Limited	•	•	•	•	•	•	•		
Moderate	•	•	•	•	•	•			
Intense	•	•	•	•	•				
Limited	•	•	•	•					
Moderate	•	•	•						
Intense	•	•							
Very Intense	•								
Grazing Cultivation									

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





All fields

165 ac

	SOIL	SOIL DESCRIPTION	ACRES	PERCENTAGE OF	SOIL	NCCPI
	CODE			FIELD	CLASS	
•	6220	Brewer silty clay loam, rarely flooded	122.30	74.3%	1	44.7
	6236	Dale and Reinach silt loams, rarely flooded	20.06	12.2%	1	51.1
	9998	Ustifluvents, channeled	15.05	9.1%		N/A
	6369	Milan loam, 1 to 3 percent slopes	7.15	4.3%	2	65.7
						N/A



1 field, 165 acres in Sumner Count	zy, KS		TOWNSI	HIP/SECTION	он 35S 1\	W - 14
	All fields 165 ac	2019	2018	2017	2016	2015
	■ Winter Wheat	31.5%	43.7%	3.7%	12.4%	0.8%
	■ Soybeans	6.2%	2.4%	58.5%	36.1%	46.7%
BOOM OR	■ Double Crop	13.5%	15.0%	8.5%	16.2%	15.1%
18	■ Grass/Pasture	9.7%	11.7%	14.1%	13.3%	7.6%
	Corn	16.5%	9.2%	-	-	-
	■ Non-Cropland	9.5%	10.9%	10.2%	9.8%	11.8%
	Alfalfa	3.8%	4.9%	_	5.7%	-
	■ Forest	5.0%	0.9%	3.4%	2.3%	4.4%
	■ Sorghum	1.7%	0.9%	0.1%	-	13.6%
	Other	2.6%	0.4%	1.5%	4.2%	-

Source: NASS Cropland Data Layer



1 field, 165 acres in Sumner County, KS

TOWNSHIP/SECTION 35S 1W - 14

Sumner County, KS

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)	OWNER ADDRESS
	164.60	35S 1W - 14 APN: 3461400000	007000	
	A. Sanda			
	N Sept 1			
Ti				-
				THE REPORT OF
	Atto	1 1/2		
1.0				
	7			
	A.			
	- Bay			
	Water St.			
	-2200thSt-S		E200th StoS	
-			1	

GUIDE TO CLOSING 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 (Except VA)
- Real Estate Commission
- Notary Fees (If Applicable)
- Any Loan Fees Required by Buyer's Lender (According to Contract)
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any **Prepayment Penalties**
- Termite Treatment (According to Contract)
- Home Warranty (According to Contract)
- 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
- Any Bonds or Assessments (According to Contract)
- 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 (Except VA)
- Lender's Title Policy Premiums
- Document Preparation (If Applicable)
- Notary Fees (If Applicable)
- Recording Charges For All Documents in Buyer's Name
- Termite Inspection (According to Contract)
- Homeowner's Association Transfer Fee and Deposit (If Applicable)
- All New Loan Charges (Except Those That the Lender Requires the Seller to Pay)
- Interest on New Loan From Date of Funding to 30 Days Prior to First Payment Date
- Home Warranty (According to Contract)
- Homeowner's Insurance Premium for First Year
- All Pre-Paid Deposits for Taxes, Insurance, MIP, Etc.









