

PROPERTY INFORMATION PACKET | THE DETAILS



**46.45 +/- Acres at S. Dean Rd. | Pretty Prairie, KS
67570**

AUCTION: BIDDING OPENS: Tues, Feb 22nd @ 2:00 PM
BIDDING CLOSING: Thurs, March 10th @ 2:00 PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION



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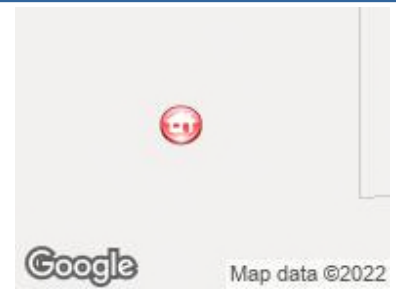
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent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

ALL FIELDS CUSTOMIZABLE



MLS # 607521
Class Land
Property Type Farm
County Reno
Area R12 - Pretty Prairie
Address 46.45 +/- Acres S Dean Rd. & W. Smoots Creek Rd.
Address 2
City Pretty Prairie
State KS
Zip 67570
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 1



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Date	2/9/2022
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	32736-00000008010	Sub-Agent Comm	0
Number of Acres	46.45	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	2023362	Variable Comm	Non-Variable
School District	Pretty Prairie School District (USD 311)	Virtual Tour Y/N	
Elementary School	Pretty Prairie	Days On Market	8
Middle School	Pretty Prairie	Cumulative DOM	8
High School	Pretty Prairie	Cumulative DOMLS	
Subdivision	NONE	Input Date	2/17/2022 1:40 PM
Legal		Update Date	2/17/2022
		Status Date	2/17/2022
		HotSheet Date	2/17/2022
		Price Date	2/17/2022

DIRECTIONS

Directions (Pretty Prairie) W. Smoots Creek Rd & S. Dean Rd - North to Land

FEATURES

SHAPE / LOCATION Irregular	OUTBUILDINGS None	SALE OPTIONS None	LOCKBOX None
TOPOGRAPHIC Level	MISCELLANEOUS FEATURES None	EXISTING FINANCING Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Tillable	DOCUMENTS ON FILE Aerial Photos	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Paved	SELLERS PROP. DISCLOSURE Photographs	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
IMPROVEMENTS None			

FINANCIAL

Assumable Y/N No
General Taxes \$639.92
General Tax Year 2021
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 Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, February 22nd, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, March 10th, 2022 at 2 PM (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. Great opportunity to purchase agricultural acreage just 3 miles south of Pretty Prairie! Blacktop frontage Farm ground with approximately 2 acres of wooded area Mostly wheat Near the corner of W. Smoots Creek Rd. & S. Dean Rd. 14 miles to Cheney Reservoir Great potential homesite Currently being farmed, the farmer will deliver possession to new owner after harvesting milo crop. Current wind farm lease and easement is in the property information packet as well as a saltwater disposal well agreement. 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 if \$800,000. For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres. *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. Full auction terms and conditions provided in the Property Information Packet. 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 \$20,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	2/22/2022	2 - Open for Preview
Auction Start Time	2:00 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	03/09/2022 by 5:00 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	20,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents.

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

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 2022 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: 46.45 +/- Acres At S. Dean Rd. - Pretty Prairie, KS 67570
2 Seller: LARRY & ANGELA FREDERICK Date of Purchase: 10/19/2014
3 Property currently zoned as: AGRICULTURE

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

LFAC

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? NOT SURE?
- 49 ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
- 50 ☐ ☐ If yes, please explain: NOT SURE?
- 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 _____
- 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 ☐ ☒ ☐ Is this property owner responsible for maintenance of any such shared feature?
- 74 ☒ ☐ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
- 75 _____
- 76 Comments: _____
- 77 _____
- 78 _____

HOMEOWNER'S ASSOCIATION

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

Seller's Initials

SAE

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

Comments:

MISCELLANEOUS

To your knowledge:

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

- 111 ☒ ☐ ☐ 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: SALT WATER DISPOSAL WELL LEASE PAYS
PROPERTY OWNER \$100/MONTH.

Seller Owns:

- 118 ☒ ☐ Mineral Rights:
- 119 100 % pass with the land to the Buyer _____ % remain with the Seller
- 120 _____ % are owned by third party _____ unknown

- 121 ☐ ☒ ☐ Are there any oil, gas, or wind leases of record or Other? Please explain: YEAR 12
- 122 ONE YEAR LEASE REMAINS ON 3rd LEASE 2/16/22

- 123 ☐ ☒ Crops planted at the time of sale: NATURAL ENERGY
- 124 _____ pass with the land to the Buyer _____ remain with the Seller
- 125 X none _____ negotiable
- 126 _____ Other (please describe): _____

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

YEAR TO YEAR LEASE 3/1 OF EACH YEAR 2/16/22

Water Rights:

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

Comments:

Seller's Initials

LA AF

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.

Spuy Frederick 2/19/22 Angela Frederick 2/19/22
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 RF AF

Buyer's Initials _____



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 46.45 +/- Acres At S. Dean Rd. - Pretty Prairie , KS 67570

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒

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

Location of Well: None

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: None

	Authentisign <u>Larry Frederick</u>	<u>02/08/2022</u>
Owner		Date
	Authentisign <u>Angela Frederick</u>	<u>02/09/2022</u>
Owner		Date



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

**NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER
TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.**

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

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>

KANSAS
RENO

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

FARM : 15711

Prepared : 2/15/22 11:31 AM

Crop Year : 2022

Abbreviated 156 Farm Record

Operator Name :
Farms Associated with Operator : 20-155-804, 20-155-930, 20-155-1857, 20-155-5304, 20-155-7268, 20-155-10008, 20-155-15711, 20-155-15765, 20-155-16373, 20-155-16956, 20-155-17218, 20-155-17813, 20-155-17816
CRP Contract Number(s) : None
Recon ID : 20-155-2015-13
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
47.43	45.70	45.70	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	45.70	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	45.70	0.00	33	

TOTAL 45.70 0.00

NOTES

Tract Number : 33616

Description : L SHAPED 46 ACRES IN N2 SE4 36-26-7
FSA Physical Location : KANSAS/RENO
ANSI Physical Location : KANSAS/RENO
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : ANGELA FREDERICK, LARRY FREDERICK
Other Producers : None
Recon ID : 20-155-2015-12

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
47.43	45.70	45.70	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	45.70	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
-----------	------------	-----------------------------	-----------

KANSAS
RENO
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 15711
Prepared : 2/15/22 11:31 AM
Crop Year : 2022

Abbreviated 156 Farm Record

Tract 33616 Continued ...

Wheat	45.70	0.00	33
TOTAL	45.70	0.00	

NOTES

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

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

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



PRELIMINARY TITLE SEARCH REPORT

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

Contact: **Debra Patterson**
Email: **dpatterson@security1st.com**

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

Report No: **2503662**

Report Effective Date: **February 9, 2022, at 7:30 a.m.**

Property Address: **00000 S. Dean Rd, Pretty Prairie, KS 67570**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Real Estate & 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

Larry Frederick and Angela Frederick
2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A
3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.
 3. Pay the premiums, fees, and charges for the Policy to the Company.
 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to



Any questions regarding this report should be directed to: **Debra Patterson**

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

be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. **File a Warranty Deed from Larry Frederick aka Larry E. Frederick and Angela Frederick, stating marital status and joined by spouse, if any, to Purchaser.**
6. **Provide this Company with a properly completed and executed Owner's Affidavit.**
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 2021 in the original amount of \$642.24.**
First Installment: \$321.12, Paid
Second Installment: \$621.12, Payable
Property I.D. # 1-41094
 8. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Reno County Register of Deeds.**
 9. **Roadway easement, if any, over the East 40 feet of subject property.**
 10. **Easement granted to Board of County Commissioners of Reno County, Kansas, as set**



Security 1st Title

Any questions regarding this report should be directed to: **Debra Patterson**

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

forth in the instrument filed as Book 95, Page 225.

11. "In the Matter of the Proposed Extension of the Boundaries of Equus Beds Groundwater Management District No. 2", recorded January 4, 1989 in Book 219 at Page 147.
12. Terms and provisions contained in the document entitled "Resolution No. 89-36 of the Reno County Board of Commissioners, Boundaries of Reno-Kingman Joint Fire District No. 1" filed June 29, 1989 in Book 221, Page 207.
13. Terms and provisions contained in the document entitled "Salt Water Disposal Agreement" filed May 16, 2000 in Book 338, Page 475.
14. Terms and provisions contained in the document entitled "Memorandum of Wind Farm Lease and Easement Agreement" filed May 22, 2018 as Book 533, Page 15.
15. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
16. Rights of parties in possession under unrecorded leases.

Dated: **February 9, 2022**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER

EXHIBIT "A"

A portion of the Southeast Quarter of Section 36, Township 26 South, Range 7 West of the 6th P.M., Reno County, Kansas described as follows: Commencing at the Northeast Corner of the Southeast Quarter of Section 36, Township 26 South, Range 7 West of the 6th P.M.; thence with a NAD 83 Kansas South Zone bearing of South 00°55'40" East along the East line of said Southeast Quarter 947.39 feet for the point of beginning; thence continuing South 00°55'40" East along the East line of said Southeast Quarter 374.48 feet to the Southeast corner of the North half of said Southeast Quarter; thence South 89°35'57" West along the South line of the North half of said Southeast Quarter 2612.11 feet to the Southwest corner of the North half of said Southeast Quarter; thence North 01°04'33" West along the West line of said Southeast Quarter 1324.54 feet to the Northwest corner of said Southeast Quarter; thence North 89°39'24" East along the North line of said Southeast Quarter 1118.66 feet; thence South 00°02'53" East 951.04 feet; thence North 89°31'04" East 1511.46 feet to the point of beginning.

ACQUISITION OF PUBLIC ROAD RIGHT OF WAY

THIS AGREEMENT, made and entered into this 26th day of April 1956
by and between

-----Carrie Albright, Widow,-----,

PARTY OF THE FIRST PART, and the BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, PARTY OF THE SECOND PART, WITNESSETH THAT, WHEREAS, It has been found necessary by Second party, to lay out, relocate, widen, alter and vacate a certain road, or highway for the purpose of eliminating sharp turns and dangerous places, for the extension of Bridges and Culverts, and for the proper construction of contemplated improvements of the Public Road known as -

----Varner Road, Miles 1-3, FAS 78S-53(1)-----

NOW, THEREFOR, inconsideration of the sum of--

- Sixty Four and 81/100 -----

DOLLARS

Party of the first part does hereby GRANT, BARGAIN, SELL, TRANSFER and SET OVER to the party of the Second Part, its successors or assigns an EASEMENT and RIGHT OF WAY for the purpose of constructing, operating and maintaining a Public Highway, or appurtenances thereto, through, over or upon certain strips or parcels of land hereinafter described:

The east 7 feet of the east half of the Southeast Quarter Section 36, T. 26 S., R. 7 W., lying immediately west of the existing 33 foot right of way in and along the east side of above property.

Right of Way Tract contains .424 acre @ 145.00 --- 61.48

Fence to be removed and reset on 40' line by Harold Albright,

68 Rods 2 Wire Barb Fence @ .50 --- tenant, x

24 Rods 42" Woven / 2 Barb W. Fence @ 1.00 --- x

32 Rods 30" Woven / 1 Barb W. Fence @ .75 --- x

32 Rods 6 Wire Barb Wire Fence @ .75 --- x

.40 acre Wheat Damage @ 25.00 -- 10.00 x 1/3 %--

333

64.81

SAID PUBLIC HIGHWAY RIGHT OF WAY AND EASEMENT, HEREBY GRANTED, and RIGHTS HEREIN SET FORTH, to continue so long as said property is used as a Public Road Right of Way, or in connection therewith, subject to all the provisions of the law relating thereto.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names.

Carrie Albright

County Clerk

County Commissioners of Reno
County, Party of the Second part.

STATE OF KANSAS,
COUNTY OF RENO,

BE IT REMEMBERED, that on this 26th day of April 1956
before me, the undersigned, a Notary Public, in and for the
State and County aforesaid, came _____
—Carrie Albright, widow,

who is _____ personally known to me to be the same person who ex-
ecuted the within instrument of writing, and such person _____ duly
acknowledged the execution of the same.

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

N. P. Seal

N. P. Seal
Notary Public
My Commission expires July 7, 1956

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, That on this _____ day of _____ 19____
before me, the undersigned, a Notary Public in and for the State
and County aforesaid, came _____

who _____ personally known to me to be the same person who
executed the sithin instrument of writing, and such person _____
duly acknowledged the execution of the same.

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

Notary Public
My Commission expires _____ 19____

ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS
COUNTY OF RENO

This instrument was filed for record on
the 10 day of May A. D. 1956
at 11:20 o'clock P.M. and duly
recorded in Book 95 on Page 225
Fee \$ XX
W. H. D. Smith
REGISTER OF DEEDS

INDEXED
ORIGINAL COMPARE
WITH RECORD
NUMERICALLY
2344

STATE OF KANSAS | ss
RENO COUNTY

This instrument was filed for record on
the 21 day of Dec, A.D. 1988
at 11:00 o'clock AM and duly
recorded in Book 219 on Page 147(9)
Fee \$ 2.00

Russell H. Hessel
REGISTER OF DEEDS



THE STATE

OF KANSAS

STATE BOARD OF AGRICULTURE
Sam Brownback, Secretary

DIVISION OF WATER RESOURCES
David L. Pope, Chief Engineer

BEFORE
DAVID L. POPE, CHIEF ENGINEER
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

IN THE MATTER OF
THE PROPOSED EXTENSION OF THE BOUNDARIES OF
EQUUS BEDS GROUNDWATER MANAGEMENT DISTRICT NO. 2

The Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture, (hereinafter referred to as the "Chief Engineer"), after having given due consideration to all evidence, testimony and other information presented to Wayland Anderson, Assistant Chief Engineer, the hearing officer duly appointed by the Chief Engineer to preside at the hearing on October 14, 1988, regarding the proposed extension of the boundaries of Equus Beds Groundwater Management District No. 2 (hereinafter referred to as the "District"), makes the following findings, conclusions and order:

FINDINGS

1. That at a regular meeting of the Board of Directors of the Equus Beds Groundwater Management District No. 2 (hereinafter referred to as the "Board"), on October 13, 1987, a Resolution was duly adopted by the Board recommending that the boundaries of the District be extended.
2. That on October 28, 1987, the Chief Engineer received a petition submitted by the Board, pursuant to K.S.A. 82a-1033, for extension of the boundaries of the District to include the following territory:
 - ✓ All of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18 of Township 22 South, Range 4 West, Reno County, Kansas;
 - ✓ All of Township 22 South, Range 5 West, Reno County, Kansas;
 - ✓ All of Township 22 South, Range 6 West, Reno County, Kansas;
 - ✓ All of Township 22 South, Range 7 West, Reno County, Kansas;

I hereby certify that this instrument is a true and correct copy of the original as purported.
Dated at Topeka, Kansas this 21st day of December, 1988.
Wayland J. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

✓ All of Township 23 South, Range 5 West, Reno County, Kansas;

✓ All of Township 23 South, Range 6 West, Reno County, Kansas;

✓ All of Township 23 South, Range 7 West, Reno County, Kansas;

✓ All of Sections 1, 2, 3, 4, 5, 6, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 5 West, Reno County, Kansas;

✓ All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 6 West, Reno County, Kansas;

✓ All of Township 24 South, Range 7 West, Reno County, Kansas;

✓ All of Sections 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 25 South, Range 4 West, Reno County, Kansas;

✓ All of Township 25 South, Range 5 West, Reno County, Kansas;

✓ All of Township 25 South, Range 6 West, Reno County, Kansas;

✓ All of Township 25 South, Range 7 West, Reno County, Kansas;

✓ All of Township 26 South, Range 4 West, Reno County, Kansas;

✓ All of Township 26 South, Range 5 West, Reno County, Kansas;

✓ All of Township 26 South, Range 6 West, Reno County, Kansas;

✓ All of Township 26 South, Range 7 West, Reno County, Kansas;

3. That the notice of hearing was published in the McPherson Daily Sentinel, The Hutchinson News, The Newton Kansan and the Wichita Eagle Beacon, four papers of general circulation within the District, stating that a public hearing would be held at 10:00 a.m. on Friday, October 14, 1988, in the auditorium of the Hutchinson Public Library, 901 N. Main, Hutchinson, Kansas 67501, at which time all interested parties would have an opportunity to be heard regarding the petition by the District to extend the boundaries of the District; that affidavits of publication show the above mentioned newspapers published notice of this hearing for three consecutive weeks with the first publications being at least 28 days prior to the hearing; that

I hereby certify that this instrument is a true and correct copy of the original as purported.

Dated at Topeka, Kansas this 21st of December 1988

William D. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

on September 22, 1988, the notice of hearing was also published in the Kansas Register; that such notice complies with the requirements of K.S.A. 82a-1033.

4. That on October 14, 1988, Wayland Anderson, Assistant Chief Engineer, held a hearing beginning at approximately 10:00 a.m. in the auditorium of the Hutchinson Public Library, to consider the proposed extension of the boundaries of the District; that Rebecca J. Liggett, Assistant Legal Counsel for the Division, was also present and assisted the Assistant Chief Engineer at the hearing.
5. That Mr. Ray Bontrager, President of the Board of Directors for the District, testified on behalf of the District as follows:
 - a. That on October 17, 1987, a group of Reno County landowners petitioned the Board to extend the boundaries of the District into the eastern half of Reno County.
 - b. That on March 8, 1988, the Board established by Resolution ME-88-1 a five member ad hoc committee consisting of eligible voters in the proposed extension area to advise the Board on matters pertaining to the boundary extension; that the ad hoc committee was established as a result of the Board's concern that potential eligible voters in the extension area be represented during the extension proceedings and during the transition period if the extension were to be approved.
 - c. That he recommends an effective date for the extension of before December 31, 1988, in order to allow eligible voters in the extension area the opportunity to vote and to be eligible as candidates for a position on the board of directors at the January 10, 1989 directors' election.
6. That Michael T. Dealy, Manager of the District, testified on behalf of the District as follows:
 - a. That the area proposed to be annexed when combined with the existing District, substantially comprises a hydrologic community of interest based on similarities of hydrology, aquifer characteristics, topography, precipitation and drainage and recharge systems, geology, including bedrock characteristics, soil and farming practices and water

I hereby certify that this instrument is a true and correct copy of the original as purported.
 Dated at Topeka, Kansas this 21st day
 of December 19 88
Wayland D. Anderson
 DIVISION OF WATER RESOURCES
 KANSAS STATE BOARD OF AGRICULTURE

withdrawals and usages; that both the proposed extension area and the District lie almost exclusively in the Great Bend Physiographic Region; that the proposed extension area is the only major portion of the High Plains aquifer system in Kansas that is not currently in a groundwater management district; that both the proposed extension area and the District are a part of the Lower Arkansas River Basin; that alluvial groundwater sources associated with the Lower Arkansas River Basin have been identified; that the streams and groundwater in the Great Bend Physiographic Region interact; that due to similarities in annual precipitation and recharge in the proposed extension area and the District, the extension area lends itself well to the District's management practices, especially the District's safe-yield policy; that the western boundary of the proposed extension area is located along a subcrop between two major geologic formations; that in general the water quality and water quantity problems in the proposed extension area are similar to those in the District.

- b. That the proposed extension area is not part of any existing groundwater management district.
- c. That the statement of purposes filed with the Chief Engineer conform to the intent and purposes of the Groundwater District Act.
- d. That the lands proposed to be annexed to the District overlie aquifers subject to management; that the principal source of groundwater in the Great Bend Physiographic Region is from unconsolidated alluvial deposits, identified as the High Plains Aquifer, that underlie most of the area; that the aquifer in the proposed extension area exhibits substantially the same characteristics as the aquifer in the District and, therefore, the District's plan providing for development on a safe-yield basis could be applied to the extension area; that the ancestral channel of the Arkansas River, which runs through the extension area and into Sedgwick County in the existing District, is a continuous channel filled with sand, silt and

I hereby certify that this instrument is a true and correct copy of the original as purported.
Dated at Topeka, Kansas this 21st day of December, 1988
Stanley J. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

gravel that has been saturated and comprises one continuous aquifer subject to management.

- e. That the map attached to the Board's petition is substantially correct.
 - f. That the area of the proposed extended District and existing and prospective uses of groundwater within the extended District are sufficient to support a groundwater management program; that the District has projected a land assessment base of 730,544 acres and a total water assessment base of 332,150 acre feet for the extended district.
 - g. That the public interest will be served by the extension of the boundaries of the District; that as early as 1956, the need for proper groundwater management in the proposed extension area was recognized; that the District offers a comprehensive management program and technical assistance in the best interest of preserving the quantity and quality of current and future water supplies for the population of the extension area.
6. That in his testimony, Mr. Dealy referred to eleven geologic publications that he relied upon to support his testimony.
 7. That on November 2, 1988, the Division received a letter from Ralph Gingerich, mayor of the City of Hutchinson, stating that the City supports the extension of the District's boundaries; that in his letter Mr. Gingerich stated that the City of Hutchinson has been actively seeking to secure an adequate supply of good quality groundwater to meet their present and future needs and that inclusion in the District would be a positive step towards that goal.
 8. That Jesse J. Harder, representative for the 103rd District which essentially includes the north half of Reno County, testified in favor of the proposed extension; that as a legislator he is interested in anything that will help to secure a supply of water over the long range and that the extension of the District is a step in that direction.
 9. That Walter Burling, resident of Reno County, testified in opposition to including Township 25 South, Range 7 West, Reno County, Kansas, in the extension area because he felt that management was not needed and

I hereby certify that this instrument is a true and correct copy of the original as purported.

Dated at Topeka, Kansas this 21st day of December, 19 88

Wayland J. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

because he objected to an additional tax levy.

10. That John B. Paney, resident of Sumner Township, Reno County, presented testimony at the hearing.
11. That Jerry Hargadine, representative of the Kansas Water Office, testified that the lower Arkansas Basin Plan section of the Kansas Water Plan recognizes that management of the proposed extension area is a concern and that inclusion in a groundwater management district could be beneficial; that Mr. Hargadine further stated that the Kansas Water Office believes that the groundwater in the portion of the Great Bend Prairie in Reno County must be managed to assure coordination, orderly withdrawal of water and prevention of pollution of the aquifer.
12. That Craig Gibson, dry land farmer and irrigator, testified in favor of the District's petition; that Mr. Gibson stated that he has two irrigation wells that are located within the District and one irrigation well that is located within the extension area; that Mr. Gibson stated that he was appointed by the District to the ad hoc committee.
13. That Elizabeth Haines, land owner in Reno County, testified in favor of the proposed extension.
14. That the Assistant Chief Engineer adjourned the hearing and directed that the formal record of the proceeding would remain open until October 28, 1988, so that anyone who wished could submit written statements for the record.
15. That Walter B. Burling, submitted written testimony in opposition to the proposed extension; that Mr. Burling stated that Township 25 South, Range 7 West, Reno County, Kansas, should not be included in the extension area because only three of the 144 quarter sections of land in Township 25 South have irrigation circles on them and there is no need for the other 141 quarter sections to be managed or to be subject to financial assessments.
16. That Willis D. Harder, resident of Reno County and landowner in the District, submitted written testimony in opposition to the proposed extension; that Mr. Harder stated that he did not feel that the notice of the hearing was adequate; that Mr. Harder also stated that the row

of townships at the west edge of the proposed extension should have been included in the extension area because the water in Reno County moves from west and northwest to east and southeast, therefore, the pollution from that row of townships will move into the proposed District.

CONCLUSIONS

1. That the petition for extension presented by the District complies with the requirements of K.S.A. 82a-1033(a)(1)-(3).
2. That the notice of hearing described in Finding No. 3 complies with the statutory requirements of K.S.A. 82a-1033(b).
3. That the lands proposed to be annexed to the District, as described in the petition for extension and made a part thereof, substantially comprise a hydrologic community of interest.
4. That the area proposed to be annexed to the District would not include any of the lands of an existing groundwater management District.
5. That the statement of purposes contained in the petition conforms with the intent and purposes of K.S.A. 82a-1022, K.S.A. 82a-1035, inclusive, and particularly K.S.A. 82a-1024.
6. That the lands proposed to be annexed to the District overlies aquifers subject to management.
7. That the map attached to the District's petition is substantially correct.
8. That the area of the extended District and the existing and prospective uses of groundwater within the extended District, are sufficient to support a groundwater management program.
9. That the public interest will be served by the extension of the boundaries of the District.
10. That the boundaries of the District should be extended to include the area to include the area as set forth in Finding No. 2.

ORDER

NOW THEREFORE, it is the decision and order of the Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture, that the Petition as

7

I hereby certify that this instrument is a true and correct copy of the original as purported.
 Dated at Topeka, Kansas this 21st day
 of December 19 88
Wayland J. Paulson
 DIVISION OF WATER RESOURCES
 KANSAS STATE BOARD OF AGRICULTURE

submitted for the extension of the boundaries of the Equus Beds Groundwater
Management District No. 2 to include the following territory:

All of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18 of Township
22 South, Range 4 West, Reno County, Kansas;

All of Township 22 South, Range 5 West, Reno County,
Kansas;

All of Township 22 South, Range 6 West, Reno County,
Kansas;

All of Township 22 South, Range 7 West, Reno County,
Kansas;

All of Township 23 South, Range 5 West, Reno County,
Kansas;

All of Township 23 South, Range 6 West, Reno County,
Kansas;

All of Township 23 South, Range 7 West, Reno County,
Kansas;

All of Sections 1, 2, 3, 4, 5, 6, 25, 26, 27, 28, 29,
30, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 5
West, Reno County, Kansas;

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28,
29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South,
Range 6 West, Reno County, Kansas;

All of Township 24 South, Range 7 West, Reno County,
Kansas;

All of Sections 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21,
22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,
36 of Township 25 South, Range 4 West, Reno County,
Kansas;

All of Township 25 South, Range 5 West, Reno County,
Kansas;

All of Township 25 South, Range 6 West, Reno County,
Kansas;

All of Township 25 South, Range 7 West, Reno County,
Kansas;

All of Township 26 South, Range 4 West, Reno County,
Kansas;

All of Township 26 South, Range 5 West, Reno County,
Kansas;

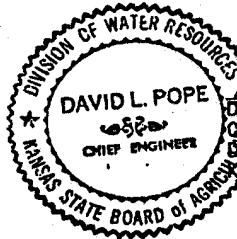
All of Township 26 South, Range 6 West, Reno County,
Kansas;

All of Township 26 South, Range 7 West, Reno County,
Kansas;

I hereby certify that this instrument is a true and
correct copy of the original as presented.
Dated at Topeka, Kansas this 21st day
of December 19 88.
Wayland J. Carlisle
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

should be and hereby is approved. The extension shall become effective upon execution of this Order on the date set forth below.

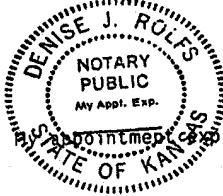
Dated at Topeka, Kansas this 20th day of December, 1988.



David L. Pope
David L. Pope, P.E.
Chief Engineer
Division of Water Resources
Kansas State Board of Agriculture

State of Kansas)
County of Shawnee) SS

The foregoing instrument was acknowledged before me this 20th day of December, 1988, by David L. Pope, P.E., Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture.



Denise J. Rolfs
Notary Public

Appointment Expires: March 1, 1990

I hereby certify that this instrument is a true and correct copy of the original as presented.
Dated at Topeka, Kansas this 21st day of December, 1988.
Wayland J. Anderson
DIVISION OF WATER RESOURCES
KANSAS STATE BOARD OF AGRICULTURE

221.207

RESOLUTION 89-36

Jun '89

A RESOLUTION INCLUDING THE CITY OF PRETTY PRAIRIE,
KANSAS IN RENO-KINGMAN JOINT FIRE DISTRICT NO. 1

WHEREAS, K.S.A. 19-3605 allows the board of county commissioners to alter and modify the boundaries of an existing fire district to include cities of the first, second or third class upon satisfaction of the conditions prescribed therein, and

WHEREAS, the City Council of Pretty Prairie, Kansas, on the 19th day of June, 1989 adopted a Resolution directed to the Board of County Commissioners praying that all of said City be included within Reno-Kingman County Joint Fire District No. 1; and

WHEREAS, it appearing to the Board of County Commissioners that all requirements of K.S.A. 19-3605 have been met, that K.S.A. 19-3604 provides authority to include new lands within a fire district, and that it is in the best interest of all parties involved to bring said City within said Fire District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that:

1. The City of Pretty Prairie, Kansas, shall be and the same is hereby included within the boundaries of Reno-Kingman Joint Fire District No. 1.

2. That the boundaries of said District shall be as follows: All of Roscoe Township, Castleton Township, Albion Township and Minnescah Township in Reno County, Kansas; all of Galesburg Township in Kingman County, Kansas; that part of Sections 21, 22, 23, 24, 28, 29 and 32 lying South of the North Fork Minnescah River and all of Sections 25, 26, 27, 33, 34, 35 and 36, Township 25 South, Range 7 West of the 6th P.M.; and all of the City of Pretty Prairie, Kansas.

STATE OF KANSAS
RENO COUNTY

INDEXED ✓
ORIGINAL COMPARED
WITH RECORD
NUMERICAL ✓
734

This instrument was filed for record on
the 29 day of June A.D. 1989
at 2:55 o'clock P. M. and duly
recorded in Book 221 on Page 207 (3)
Fee \$ xxx

-1-

Mary W. Truck
REGISTER OF DEEDS

RESOLUTION 89-7

A RESOLUTION PRAYING FOR THE INCLUSION OF THE CITY OF PRETTY PRAIRIE, KANSAS, WITHIN RENO COUNTY JOINT FIRE DISTRICT NO. 1

WHEREAS, on the 4th day of May, 1989, a Notice was published in the Ninnescah Valley News of a public hearing to be held by the City Council of the City of Pretty Prairie, Kansas, in City Hall on June 5, 1989 at 7:30 P.M., concerning said City Council's intent to petition the Reno County Board of Commissioners to include all of said City within Reno County Joint Fire District No. 1, and

WHEREAS, on said date and time a hearing was conducted at which time all in favor of or opposed to said proposition were heard, and

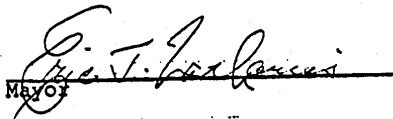
WHEREAS, said hearing was continued to the 19th day of June, 1989, for a decision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRETTY PRAIRIE, KANSAS, that the following be adopted:

That the Board of County Commissioners of Reno County, Kansas, pursuant to K.S.A. 19-3601 et seq., include the City of Pretty Prairie, Kansas, within Reno County Joint Fire District No. 1, effective January 1, 1990.

BE IT FURTHER RESOLVED, that the City Clerk forward this Resolution to the Reno County Clerk forthwith.

ADOPTED in regular session this 19th day of June, 1989.


Mayor

ATTEST:


City Clerk



3. The effective date of this Resolution shall be the 1st day of July, 1989.

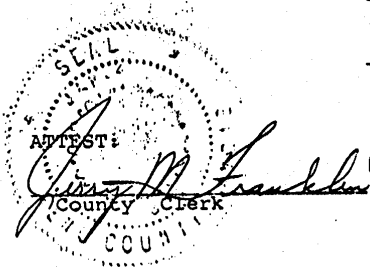
ADOPTED in regular session this 28th day of June, 1989.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Mildred J. Baughman
MILDRED BAUGHMAN, Chairman

Joe Stucky
JOE STUCKY, Member

Rosa Mary Fuson
ROSA MARY FUSON, Member



338-475

SALT WATER DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of April, 2000, by and between Margaret L. Albright, a single person, hereinafter referred to as "Lessor", and MTM Petroleum, Inc., a Kansas Corporation, hereinafter referred to as "Lessee".

WHEREAS, Lessor is the owner of the following described land, to wit:

✓ The North Half of the Southwest ^{east 1/4} Quarter (N/2SE/4) Section 38,
Township 28 South, Range 7 West, Reno County, Kansas.

WHEREAS, Lessee desires to lease a tract of land 75 feet by 75 feet on the described acreage at the center of which is an abandoned well located at the approximate center of the NW/4 SE/4 of said Section 38-T28S-R7W, Reno County, Kansas, for the purpose of converting said abandoned well into a salt water disposal well.

NOW THEREFORE, in consideration of the above recitals, the mutual terms, conditions, promises and covenants herein contained, Lessor hereby leases, lets, and conveys the right to utilize the above described tract of land and abandoned well for the purpose of salt water disposal, and Lessee does hereby agree to lease such tract subject to the following terms and conditions:

1. Lessee shall only use so much of the land as is absolutely necessary for conducting salt water disposal well operations, not to exceed the 75 feet by 75 feet tract described hereinabove, and shall have access to and from said salt water disposal well for the purpose of drilling, completing, operating and maintaining the same for salt water disposal only by a single route to be specifically designated by Lessor. Salt water shall be transported onto the

Sent By: CASSELL & LOWER, LLC;

3162640013;

Apr-11-00 9:08AM;

Page 3/8

- leased premises for disposal by pipeline only and shall not be hauled in by truck.
2. Lessee is hereby given the right to construct, maintain, operate and replace a flow line from the existing Voren Gas Well located in the approximate Center of the SW/4 NW/4 of Section 38-T28S-R7W, Reno County, Kansas, to the proposed salt water disposal well herein above described. This line shall be laid in the most direct route possible and shall be buried and maintained at a minimum depth of thirty-six inches (36") below the surface of the ground.
 3. Lessee shall take all precautions necessary to prevent salt water from leaking and shall construct a dike around the well to prevent the overflow of any salt water. Lessee agrees to fence the salt water disposal well site to prevent access by livestock.
 4. Lessee agrees to comply with all rules and regulations of the State Corporation Commission of Kansas, the State Board of Health of Kansas, as well as all other statutes of the State of Kansas pertaining to salt water disposal wells, including but not limited to the protection and the sealing off from the well be injected.
 5. Lessee agrees to notify Lessor or Lessor's agent of any state inspection so that Lessor or her agent can attend such inspections and agrees to furnish copies of the State Inspection reports to Lessor, together with a copy of the refusal or approval of the State Board of Health as to the location of the salt water disposal well, and the zone into which the salt water will be injected.

6. Lessee agrees and covenants that it will fully comply with all statutes, both federal and state, and all rules and regulations of all governmental agencies, bureaus, or others having jurisdiction over compliance with all environmental legislation, and Lessee agrees to indemnify, save, protect, and hold Lessor harmless from any and all environmental damage or contamination which might result from Lessee's operations hereunder. This covenant and indemnity shall survive the termination, expiration or release of this saltwater disposal agreement.
7. Lessee agrees to maintain the leased premises in a clean, neat and workmanlike manner, free of weeds, debris or unsightly equipment
8. Lessee agrees to pay Lessor, as consideration for the privilege of disposing of salt water hereunder, the sum of \$100.00 with the execution of this Agreement, the receipt of which is hereby acknowledged, and thereafter the sum of \$100 per month for each lease operated by Lessee from which saltwater is disposed hereunder, which payment shall be due on the first day of each month following the month in which saltwater is disposed. This sum need not be paid in months when salt water is not disposed.
9. Lessee shall have the right as operator of the saltwater disposal well to dispose of water from leases operated by others. Lessee shall pay Lessor the sum of \$100.00 per month for each such outside operated lease plus 1/8 of the proceeds received by Lessee for the disposal of such outside operated saltwater lease. Payment shall be due on the first day of each month following the month in which salt water is disposed. This sum need not be

84/11/2888 07:46 3165321918

MOOREHEAD LAW OFFICE

paid in months when salt water is not disposed.

10. Lessee agrees to pay Lessor for damages of any kind that are sustained by Lessor, or Lessor's agricultural tenant, that arises out of or which are caused by the operation, construction, maintenance, and repair of such disposal well, equipment, and pipeline. If damages cannot be mutually agreed upon, then the same shall be determined by three (3) appraisers, one appointed by each of the parties hereto, and the third by two (2) appraisers so appointed.
11. This Agreement shall continue for so long as Lessee shall continue to operate said disposal well and shall continue to pay the rentals as provided herein and otherwise comply with the terms of this agreement, but not to exceed a period of ten years from the date of this Agreement. Lessee shall properly plug and abandon the saltwater disposal well and remove all equipment therefrom and restore the surfaces to its original contour and condition as nearly as is practicable within (90) days of the termination of this agreement.
12. This Salt Water Disposal Agreement shall not be assigned without the prior written consent of Lessor.

IN WITNESS WHEREOF, the parties hereto have set their hands in duplicate, each copy of which shall be deemed an original, as of the date and year first above written.

BOULEVARD ASSOCIATES, LLC
700 Universe Blvd.
Juno Beach, Florida 33408-2683

January 27, 2021

RE: Wind Farm Easement Agreement #1265180 ("**Agreement**") by and between Frederick, Larry E & Angela ("**Owner**") and BOULEVARD ASSOCIATES, LLC, a Delaware limited liability company ("**Operator**") dated 2/19/2018 12:00:00AM, a memorandum of which is recorded in RENO County under RECORDED MEMO on May 22, 2018 (collectively, the "**Agreement**").

Dear LARRY FREDERICK,

Pursuant to the terms of the Wind Farm Easement Agreement, a payment will be sent to you in accordance with the Agreement specifications for the:

- 03-Extension Payment of \$750.00
This payment was calculated as follows:
EXTENSION OPTION PAYMENT

Please accept this letter as notice of Operator's intent to extend the Agreement and Option Period pursuant to the Agreement language.

We welcome your participation in this exciting project and look forward to working with you in the future. Should you have any questions, please feel free to contact me.

Sincerely,
Land Services Administration
1-855-552-9872

BOULEVARD ASSOCIATES, LLC
700 Universe Blvd.
Juno Beach, Florida 33408-2683

January 27, 2021

RE: Wind Farm Easement Agreement #1265180 ("**Agreement**") by and between Frederick, Larry E & Angela ("**Owner**") and BOULEVARD ASSOCIATES, LLC, a Delaware limited liability company ("**Operator**") dated 2/19/2018 12:00:00AM, a memorandum of which is recorded in RENO County under RECORDED MEMO on May 22, 2018 (collectively, the "**Agreement**").

Dear MARGARET ANGELA FREDERICK,

Pursuant to the terms of the Wind Farm Easement Agreement, a payment will be sent to you in accordance with the Agreement specifications for the:

- 03-Extension Payment of \$750.00

This payment was calculated as follows:

EXTENSION OPTION PAYMENT

Please accept this letter as notice of Operator's intent to extend the Agreement and Option Period pursuant to the Agreement language.

We welcome your participation in this exciting project and look forward to working with you in the future. Should you have any questions, please feel free to contact me.

Sincerely,
Land Services Administration
1-855-552-9872

EXHIBIT D

Lease and Easement Compensation

(1) **Signing Bonus.** Operator shall pay to Owner a signing bonus which shall be the greater of: (a) \$1,500.00; or (b) \$10.00 per acre of Owner's Property identified on **Exhibit A** if Owner signs this Agreement before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Owner.

(2) **Option Payment.** As consideration for the granting of the Option, Operator agrees to pay Owner the annual amount which shall be the greater of: (a) \$1,500.00; or (b) \$5.00 per acre of Owner's Property identified on **Exhibit A** (collectively the "**Option Payment**"). The first Option Payment shall be made within sixty (60) days after the Effective Date. Thereafter, Operator shall pay Owner the Option Payment on or before each anniversary of the Effective Date during the Initial Option Term and Extended Option Term unless Operator elects to discontinue the Option. If Operator shall fail to timely make the initial payment required within sixty (60) days of the Effective Date and/or any subsequent payment throughout the Option Term, Owner shall provide written notice to Operator of Operator's failure and Operator shall have the opportunity to cure such failure in the manner prescribed in Section 18.

(3) "**Annual Installments Payments**" means the amounts that are paid to Owner annually for the Lease and Easements on a calendar year basis, payable as set forth in Item 6 below. The amounts paid to Owner for the Met Instrument installations shall be paid to Owner annually, but the amount shall be separate from the other payments under the Lease.

(4) **Lease and Easement Payments.**

(a) In addition to the payments described in Item 5 below, the Annual Installment Payments for the Lease and Easements shall be the greater of: (1) \$4,500.00 per 1.0 megawatt ("**MW**") for the name-plate rated Turbine located on the Owner's Property; or (2) \$1,500.00 per year. The Annual Installment Payments shall be subject to increase as set forth in Item 7 of this **Exhibit D**.

(b) Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. If a part of the Improvements is removed before the end of the Term, future Annual Installment Payments shall be reduced by the amount attributable to the Improvements removed. If a part of the Improvements remains after the end of the Term, Operator shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Operator's Removal Obligations are fulfilled ("**Removal Date**"). However, such payments shall not excuse Operator from its Removal Obligations, nor extend the time for Operator to comply with such Removal Obligations.

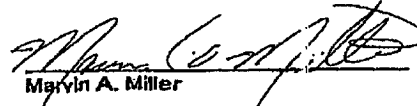
(5) **Payments for Met Instrument Installations.** The Annual Installment Payments for the Met Instrument Sites shall be \$4,000.00 per Met Instrument or \$1,200.00 for SODAR. Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. Annual Installment Payments for the Met Instrument Sites

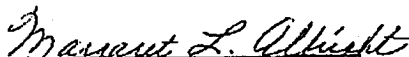


**Silver Lake Wind Project
Reno County, Kansas
Easement Summary**

Option Term	3 years with an option to extend for an additional 3 years	Page 1 / Exhibit D
Option Term Payment	<i>Signing Bonus:</i> The greater of \$1,500 or \$10 per acre of Owner's property identified on Exhibit A <i>Option Payment:</i> The greater of \$1,500 or \$5 per acre of Owner's property identified on Exhibit A	Page 1 / Exhibit D Page 1
Lease and Easement Term	50 years with an option to extend for two consecutive terms of 20 years each	Page 5
Lease and Easement Payments	Annual installment payment for the greater of \$4,500 per MW or \$1,500 per year. <i>Increases in Annual Installment Payments:</i> Annual installment payments will increase annually by 3% *	Exhibit D Page 1 & 2
Care & Appearance / Crop Compensation	Operator at all times shall maintain improvements in a reasonably neat and presentable condition, consistent with its current usage. Operator shall repair or replace any fences, gates, cattle guards, and roadway improvements damaged or removed. Operator will compensate for all crops lost or destroyed due to construction.	Page 12 / Exhibit D Page 2
Insurance	Operator shall maintain liability insurance insuring not less than \$3,000,000 of combined liability coverage. Upon receiving a written request from Owner, Operator shall name Owner as additional insured and provide Owner with a certificate of insurance.	Page 16
Repowering	If any turbine on the property is repowered, the annual payment will increase by the proportionate increase.	Exhibit D Page 2
Attorney's Fees	Operator shall pay Owner \$750 to reimburse Owner for reasonable fees in hiring an attorney to review the Agreement.	Exhibit D Page 3

MTM Petroleum, Inc.


Marvin A. Miller

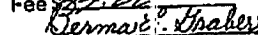

Margaret L. Albright, Lessor
Soc. Sec. No. 445-07-7151

STATE OF KANSAS } ss e
RENO COUNTY

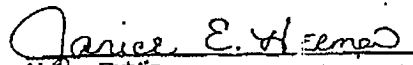
This instrument was filed for record on
the 16 day of May, A.D. 2000
at 1:55 o'clock P.M. and duly
recorded in Book 338 on Page 115
Fee \$22.00

STATE OF KANSAS)
COUNTY OF KINGMAN)

ss:


Herman E. Thaler
Notary Public

Marvin A. Miller, as President, executed this instrument before me on the 28th day of
April, 2000.

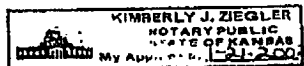

Janice E. Herman
Notary Public

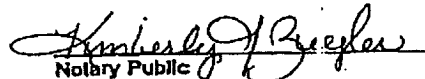
STATE OF KANSAS)
COUNTY OF Kingman)

ss:



Margaret L. Albright, a single person executed this instrument before me on the
day of April, 2000.




Kimberly J. Ziegler
Notary Public

07472691P 99:28 0602/11/00

533-15

STATE OF KANSAS
RENO COUNTY

This instrument was filed for record on the
22 day of May A.D. 20 18
at 10 o'clock A M and duly
recorded in Book 533 on Page 15
Fee \$ 123.00 (7)

Michelle Updegrave
Registrar of Deeds

THIS SPACE FOR RECORDER'S USE ONLY

When recorded return to:
Carlos Megias, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
Telephone: (561) 691-7378

MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT

Date: Feb. 19, 2018

Owner: Angela Frederick and Larry Frederick, wife and husband

Operator: Boulevard Associates, LLC, a Delaware limited liability company

Mailing Address of Operator: 700 Universe Blvd.
Attn: Land Services
Juno Beach, FL 33408

Legal Description of Property: See Page 7

Deed Reference: None

MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND FARM LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is executed this 19 day of FEB., 2018 ("**Effective Date**") by and between Angela Frederick and Larry Frederick, wife and husband, whose address for purposes of notices is: 807 W. 24th Avenue, Hutchinson, KS 67502 ("**Owner**"), and Boulevard Associates, LLC, a Delaware limited liability company, whose address for purposes of notices is: 700 Universe Blvd., Attn: Land Services, Juno Beach, FL 33408 ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Wind Farm Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a lease and one or more easements over and across certain real property located in the County of Reno, State of Kansas, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The period during which the Option may be exercised shall begin on the Effective Date, and shall continue for a period of thirty-six (36) months after such date ("**Initial Option Term**"). The Initial Option Term may be extended for one thirty-six (36) month extension period ("**Extended Option Term**"). References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** If the Option is exercised, the Agreement allows Operator to construct and maintain turbines, met towers, collection facilities and related improvements for a wind energy project ("**Wind Farm**") at, on, over and under the Owner's Property, ingress and

egress over Owner's Property to and from the Improvements, the Construction Property, the Turbine Site Property, the Collection Property, the Overhang Property, and the Met Instrument Site Property and otherwise as set forth in the Agreement, and for the purpose of surveying, testing and installing monitoring devices and the right to permit the rotors of turbines located on adjacent properties to overhang on to Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** If the Option is exercised, the initial term of the Agreement is for a period commencing on the Commencement Date and ending fifty (50) years thereafter. Operator is granted two (2) options to extend the term of the Agreement for additional periods of twenty (20) years each.

5. **Effects Easement.** If the Option is exercised, Owner grants to Operator an easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Wind Farm or activity located on the Owner's Property or on adjacent properties over and across the Owner's Property.

6. **Wind Non-Obstruction Easement.** If the Option is exercised, Owner grants to Operator an easement for the right to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner's Property for the Wind Farm.

7. **Exclusive Rights.** Owner agrees not to grant, convey, assign or provide any easement, license, permit, lease or other right for access across the Owner's Property for generation or transmission of power on or across Owner's Property to any third party in connection with the construction or operation of electrical generating or transmission facilities. This covenant shall not be interpreted to deny Owner the right to grant telecommunications providers appropriate rights to construct and maintain telecommunications facilities on or under the Owner's Property so long as the rights are granted in compliance with the requirements of the Agreement and do not interfere with Operator's operations.

8. **Hunting and Firearms Restrictions.** The Agreement restricts hunting and the discharge of firearms on the Owner's Property in the vicinity of the Wind Farm Improvements for the protection of Operator's site personnel and Wind Farm Improvements.

9. **Rights Reserved.** The Agreement reserves to Owner, or Owner's tenants rights to farm and use areas of Owner's Property, to the extent limited in the Agreement. Operator waives any interest, claim or lien in crops grown on Owner's Property. Operator agrees that Operator's use of the Property is purely for commercial purposes and that Operator shall not conduct farming activities on the Property.

10. **Notices.** All notices or other communications required or permitted by the Agreement shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope to the addresses set forth in the preamble. Any party giving notice by electronic mail sent to a party at the

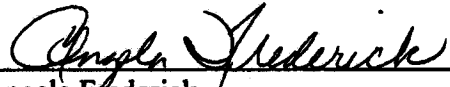
electronic mail address furnished above must on request furnish proof that the notice was actually received. Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph

11. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:


Angela Frederick


Larry Frederick

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF RENO)

On this 30th day of January, 2018, before me, the undersigned notary public, personally appeared Angela Frederick and Larry Frederick, wife and husband, personally known to me to be the persons who subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF KANSAS



My commission expires:

03-01-21

EXECUTED on the date set forth below.

Operator:

Boulevard Associates, LLC
a Delaware limited liability company

By: 
Anthony Pedroni, Authorized Representative

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 19 day of February, 2018, before me, the undersigned notary public, personally appeared Anthony Pedroni, Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY/PUBLIC, STATE OF FLORIDA

My commission expires: _____

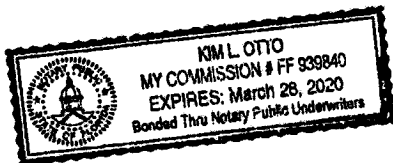


EXHIBIT A

Legal Description of Owner's Property

√ A portion of the Southeast Quarter (SE¼) of Section 36, Township 26 South, Range 7 West of the 6th Principal Meridian, Reno County, Kansas described as follows: Commencing at the Northeast Corner of said Section 36; thence with a NAD 83 Kansas South Zone bearing of South 00°55'40" East along the East line of said Southeast Quarter 947.39 feet for the point of beginning; thence continuing South 00°55'40" East along the East line of said Southeast Quarter (SE¼) 374.48 feet to the Southeast corner of the North Half of said Southeast Quarter (N½SE¼); thence South 89°35'57" West along the South line of the North Half of said Southeast Quarter (N½SE¼) 2612.11 feet to the Southwest corner of the North Half of said Southeast Quarter (N½SE¼); thence North 01°04'33" West along the West line of said Southeast Quarter (SE¼) 1324.54 feet to the Northwest corner of said Southeast Quarter (SE¼); thence North 89°39'24" East along the North line of said Southeast Quarter 1118.66 feet; thence South 00°02'53" East 951.04 feet; thence North 89°31'04" East 1511.46 feet to the point of beginning, containing 46.618 Acres.

46.45 +/- Acres at S. Dean Rd., Pretty Prairie, KS 67570 - No Zoning



Overview



Legend

Parcel Numbers

-  Parcels
-  Townships

Reno County

-  AG
-  R-1
-  R-2
-  R-3
-  V-1
-  City
-  ETJ

Hutchinson

-  <all other values>
-  C1
-  C2
-  C3
-  C4
-  C5
-  CR
-  EN
-  I1
-  I2
-  I3
-  MP
-  P/I
-  R1
-  R2
-  R3
-  R4
-  R5
-  TA

 Road Centerline

 Reno County Boundary

Parcel ID 327360000008010
Sec/Twp/Rng 36-26-07W
Property Address S DEAN RD
Pretty Prairie

Alternate ID R324250
Class A - Agricultural Use
Acreage 46.45

Owner Address FREDERICK, LARRY E & ANGELA
807 W 24TH AVE
HUTCHINSON, KS 67502

Beacon™ Reno County, KS

46.45 +/- Acres at S. Dean Rd., Pretty Prairie, KS 67570 - No Flood Zone



Overview



Legend

Parcel Numbers

- Parcels
- Townships
- Panel Identification

Flood Hazard Areas

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

Road Centerline

- Reno County Boundary

Parcel ID 327360000008010
Sec/Twp/Rng 36-26-07W
Property Address S DEAN RD
Pretty Prairie

Alternate ID R324250
Class A - Agricultural Use
Acreage 46.45

Owner Address FREDERICK, LARRY E & ANGELA
807 W 24TH AVE
HUTCHINSON, KS 67502

District 317

Brief Tax Description ROSCOE TOWNSHIP, S36, T26, R07W, ACRES 46.45, TR COM NE COR SE/4 TH S 947.39FT FOR POB TH CONT S 374.48FT TH W 2612.11FT TH N 1324.54FT TH E 1118.66FT TH S 951.04FT TH E 1511.46FT TO POB LESS RD R/W
(Note: Not to be used on legal documents)

Date created: 2/17/2022
Last Data Uploaded: 2/17/2022 9:36:46 AM

Developed by  Schneider
GEOSPATIAL

46.45 +/- Acres at S. Dean Rd., Pretty Prairie, KS 67570 - Aerial



Overview



Legend

Parcel Numbers

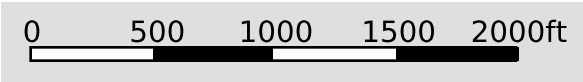
-  Parcels
-  Townships
-  Road Centerline
-  Reno County Boundary

Parcel ID	327360000008010	Alternate ID	R324250	Owner Address	FREDERICK, LARRY E & ANGELA
Sec/Twp/Rng	36-26-07W	Class	A - Agricultural Use		807 W 24TH AVE
Property Address	S DEAN RD	Acreage	46.45		HUTCHINSON, KS 67502
	Pretty Prairie				
District	317				
Brief Tax Description	ROSCOE TOWNSHIP, S36, T26, R07W, ACRES 46.45, TR COM NE COR SE/4 TH S 947.39FT FOR POB TH CONT S 374.48FT TH W 2612.11FT TH N 1324.54FT TH E 1118.66FT TH S 951.04FT TH E 1511.46FT TO POB LESS RD R/W (Note: Not to be used on legal documents)				

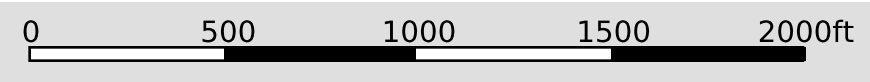
Date created: 2/4/2022

Last Data Uploaded: 2/3/2022 10:18:41 PM

Developed by  **Schneider**
GEOSPATIAL



-  Boundary
-  100 Year Floodplain
-  500 Year Floodplain
-  Floodway
-  Special
-  Unmapped/
Not Included
-  Wetlands
-  Riparian
-  Stream,
Intermittent
-  River/Creek
-  Water Body



 Boundary

| Boundary 46.42 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5956	Shellabarger sandy loam, 1 to 3 percent slopes	22.67	48.83	0	53	2e
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	21.25	45.77	0	57	2e
5858	Albion-Shellabarger sandy loams, 1 to 3 percent slopes	2.5	5.38	0	46	3e
TOTALS		46.43(*)	100%	-	54.44	2.05

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the “Bidder”) agrees to be bound by these Terms and Conditions and any auction announcements. 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.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the “Real Estate”) is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC (“McCurdy”) at Bidder’s request.
4. 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 the owner of the Real Estate (the “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.
5. 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.
6. It is the sole responsibility of Bidder to monitor McCurdy’s website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy’s website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. 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.
9. The Real Estate is not offered contingent upon financing.
10. 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, by 4:00 p.m. (CST) on the business day following the auction. 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.
11. 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.
12. 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.
13. 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.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. 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.
17. 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.

18. McCurdy has the right to establish all bidding increments.
19. 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.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. 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.
24. 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 auctions@mccurdy.com.
25. 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.
26. 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.
27. 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.

28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 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.
29. 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.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

