

PROPERTY INFORMATION PACKET | THE DETAILS



23511 S. Langdon Rd. | Turon, KS 67583

AUCTION: BIDDING OPENS: Thurs, March 30th @ 2:00 PM

BIDDING CLOSING: Thurs, April 6th @ 2:20 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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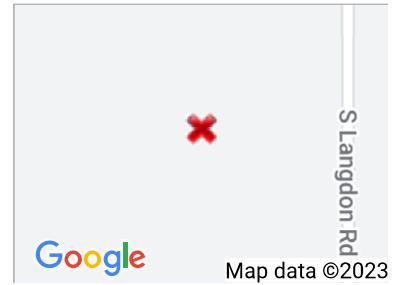
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent 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.

MLS



MLS # 622499
Class Land
Property Type Undeveloped Acreage
County Reno
Area SCKMLS
Address 23511 S LANGDON RD
Address 2
City Langdon
State KS
Zip 67583
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	List Date	2/28/2023
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	888-874-0581	VOW: Allow AVM	Yes
Zoning Usage	Rural	VOW: Allow 3rd Party Comm	Yes
Parcel ID	20155-344-17-0-00-00-005,00	Sub-Agent Comm	0
Number of Acres	80.28	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	3496996.8	Variable Comm	Non-Variable
School District	Fairfield School District (USD 310)	Virtual Tour Y/N	
Elementary School	Fairfield	Days On Market	14
Middle School	Fairfield	Cumulative DOM	14
High School	Fairfield	Cumulative DOMLS	
Subdivision	NONE	Input Date	3/13/2023 5:15 PM
Legal	BELL TOWNSHIP, S17, T26, R09W, ACRES 80.2, N1/2 SE1/4 LESS RD ROW	Update Date	3/14/2023
		Off Market Date	
		Status Date	3/13/2023
		HotSheet Date	3/13/2023
		Price Date	3/13/2023

DIRECTIONS

Directions Turon - East on Sun City Rd., South on Langdon Rd.

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS Farm House	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level	Other/See Remarks	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Pasture	OUTBUILDINGS Equipment Barn	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Trust
ROAD FRONTAGE Paved	MISCELLANEOUS FEATURES None	POSSESSION At Closing	TYPE OF LISTING Excl Agency w/o Reserve
UTILITIES AVAILABLE Private Water Propane Other/See Remarks	DOCUMENTS ON FILE Documents Online Leases Photographs	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$296.14
General Tax Year	2022
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	No Minimum - No 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	3/30/2023	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	04/05/2023 2:20pm	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 %/\$	15,000.00	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 2023 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 23511 S. Langdon Rd. - Turon, KS 67583 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

The structures on the property are uninhabitable (the roof is caving in and Seller believes that some water pipes may have frozen) and may include hazards unknown to Seller.

Special Assessments or Fees:

Is the Real Estate located in an improvement district? ☐ Yes ☐ No ☒ Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? ☐ Yes ☐ No ☒ Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

☐ No appliances transfer

☒ All appliances present at the property transfer

☐ Some appliances transfer

*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: _____

(Remainder of this page intentionally left blank)

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

 *Barbara Goodwin* 02/28/2023

Signature Date

Barbara Goodwin

Print

Administrator Richard M. Boyd Estate

Title Company

Signature Date

Print

Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Print

Title Company

Signature Date

Print

Title Company

Property Address: 23511 S. Langdon Rd., Turon, KS 67583

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Bq Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Bq Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) MRN Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Barbara Goodwin</u>	03/14/2023		
Seller	Date	Seller	Date
<u>Megan R Niedens</u>	03/14/2023		
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



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WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 23511 S. Langdon Rd. - Turon, KS 67583

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

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

Location of Well: unknown

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

If yes, what type? Septic ☒ Lagoon _____

Location of Lagoon/Septic Access: unknown

Authentisign
Barbara Goodwin

Owner

02/28/2023

Date

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>

 First American Title™	ALTA Commitment for Title Insurance
	Issued By First American Title Insurance Company
Commitment	

**COMMITMENT FOR TITLE INSURANCE
 ISSUED BY
 FIRST AMERICAN TITLE INSURANCE COMPANY
 NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

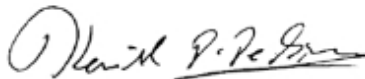
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance

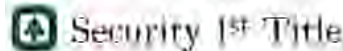


Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

Issuing Agent: Security 1st Title



Debra Patterson
 (620) 669-8289 (Work)
dpatterson@security1st.com

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA @ Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

 First American Title™	ALTA Commitment for Title Insurance
	Issued By First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A legal entity, to be determined
Issuing Office:		Title Contact:	Debra Patterson
ALTA Universal ID:	1100300		(620) 669-8289 (Work)
Loan ID Number:			dpatterson@security1st.com
Commitment No.:	KS-R3018094		
Property Address:	23511 S. Langdon Rd		
	Langdon, KS 67583		

SCHEDULE A

1. Commitment Date:

02/21/2023 at 5:00 PM

2. Policy to be issued:

ALTA Owner's Policy 06-17-06

Proposed Policy Amount: **\$1,000.00**

Proposed Insured: **A legal entity, to be determined**

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

The Heirs of Richard B. Boyd AKA RICHARD MARK BOYD, deceased

5. The Land is described as follows:

The North Half of the Southeast Quarter of Section 17, Township 26 South, Range 9 West of the 6th P.M., Reno County, Kansas.

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 First American Title™	ALTA Commitment for Title Insurance
	Issued By First American Title Insurance Company
Schedule BI	

Commitment No.: KS-R3018094

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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 be insured, or both, must be property authorized, executed, and recorded in the Public Records.
5. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
6. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

7. In connection with the request to insure the manufactured home located on the premises in question as part of the real estate, we require that:
 - A. We be provided with satisfactory proof that the housing unit is affixed to the property shown at Schedule A, Item No. 3 and on a permanent foundation with the wheel and axles removed and had a permanent connection to water, power and sewer line.
 - B. The certificate of title to the subject housing unit be eliminated by:
 - i. Application filed with and granted by the Kansas Department of Revenue, Division of Vehicles and
 - ii. The filing of said approved application with the Register of Deeds.
 - C. Such application must be dated and be supported by an affidavit in the Division-approved form, executed by all parties having a mortgage, lien or other security interest in the housing unit as evidenced of consent to the elimination of said certificate, containing, inter alia:
 - i. The full names of all the owners of record on the housing unit
 - ii. The legal description of where the housing unit is, or is to be located
 - iii. Housing unit description including year, make, model, width, length and identification number
 - iv. A statement the owner or one of the owners of the housing unit owns the real property, shown as Schedule A, Item No. 3
 - v. The name and address of the title company and title office appearing on the cover page of this commitment which the approved application must be delivered
 - vi. The original Certificate of Title for the housing unit, or statement of origin on a newly manufactured unit, as appropriate
 - vii. A release of each secured party's security interest in the housing unit, if any
 - viii. Proof of payment of all applicable fees and taxes
 - D. We require that the following clause be included in any mortgage we are requested to Insure:

"The real property described in the mortgage includes as an improvement to the land set forth herein a manufactured home permanently affixed to such land."
8. Case No. 2023 PR 8; In the Matter of the Estate of RICHARD MARK BOYD; Petition filed JANUARY 16, 2023 by Rachael K. Pirner, attorney; Letters of Administration filed JANUARY 17, 2023 wherein Barbara Goodwin was named Administrator, we require:
 - a. Complete proper sales proceedings as to subject property.
 - b. File certificate of appraisal by representative-appointed, court approved appraiser, or proof of auction notice.
 - c. If the Estate is valued in excess of \$1,000,000.00, furnish proof satisfactory to the Company that no Kansas State Inheritance Tax and no Federal Estate Tax are due from said estate. (The amount given is valid if the decedent died prior to January 1, 2006.)
9. Record an Affidavit, in a form approved by the Company, executed by someone well acquainted with the facts, showing that the party named and described as Richard B. Boyd in the Order of Partial Distribution filed OCTOBER 26, 1999 in Case 99P107, is one and the same person as Richard Mark Boyd in the Petition for Issuance of Letters of Administration under the Kansas Simplified Estates Act filed JANUARY 16, 2020 in Case No. 2023 PR 8. The Company reserves the right to make any requirement or exception it may deem necessary.
10. File an Administrator's Deed by proper Order from the Court from Barbara Goodwin, Administrator of the Estate of Richard Mark Boyd, Deceased to Purchaser.
11. Provide this company with a properly completed and executed Owner's Affidavit.

This page is only a part of a 2016 ALTA @ Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

 First American Title™	ALTA Commitment for Title Insurance
	Issued By First American Title Insurance Company
Schedule BII	

Commitment No.: KS-R3018094

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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 2019 in the original amount of \$434.97.**

First Installment: \$124.34, Paid
Second Installment: \$310.63, DELINQUENT
Property I.D. # 1-32650

8. **General taxes and special assessments for the year 2020 in the amount of \$456.67, DELINQUENT.**

Property ID # 1-32650

9. **General taxes and special assessments for the year 2021 in the amount of \$490.51, DELINQUENT.**

Property ID # 1-32650

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10. General taxes and special assessments for the fiscal year 2022 in the original amount of \$492.15.

First Installment: \$246.08, DELINQUENT
Second Installment: \$246.07, PAYABLE
Property I.D. # 1-32650

11. 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.
12. Roadway easement, if any, over the East 40 feet of subject property.
13. Easement granted to Board of County Commissioners of Reno County, Kansas as set forth in Book 88, Page 209
14. Terms and provisions of the oil and gas leases executed between Richard M. Boyd, lessor, and Chesapeake Exploration, L.L.C., lessee, for a primary term of 3 years, filed APRIL 03, 2012, recorded in/on Book 472, Page 419, together with all subsequent assignments and conveyances.

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

15. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
16. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you - request insurance-related services - provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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STATE OF KANSAS }
RENO COUNTY }

This instrument was filed for record on
the 2 day of Feb. A.D. 2012
at 8:00 o'clock P.M. and duly
recorded in Book 492 on Page 499
Fees \$12.00 (21)

REGISTER OF DEEDS

LL88.1
Form 88 (Producers) Rev. 1-83(Paid-up)

Kans.-Okla. - Colo.

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 2nd day of February, 2012, between Richard M. Boyd, a Single Man, 23511 Langdon Road, Langdon, KS 67583, hereinafter called Lessor, and [redacted] hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the Lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including but not limited to, core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or jointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Reno State of Kansas, and described as follows:

Township 28 South Range 9 West
Section 17: N/2 SE/4

containing 80.0000 acres, more or less, ("Leased Premises").

2. This lease shall remain in force for a term of THREE (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The Lessee shall deliver to Lessor as royalty, free of cost, on the lease, or into the pipeline to which Lessee may connect its wells the equal One-Eighth (1/8) part of all oil produced and saved from the leased premises, or at the Lessee's option may pay to the Lessor for such One-Eighth (1/8) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipeline or into storage tanks.

4. The Lessee shall pay to the Lessor, as a royalty, One-Eighth (1/8) of the proceeds received by the Lessee at the mouth of the well from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased, less a proportionate part of the production, severance and other excise taxes, conservation fees, and the costs incurred by Lessee in processing, gathering, treating, compressing, dehydrating, transportation, and marketing, or otherwise making such gas or other substances ready for sale or use. If such gas is not sold by the Lessee (and there is also no oil being sold), Lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas and/or oil is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and shall be maintained during the primary term without further payments or drilling operations.

6. In the event said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to Lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.

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

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

11. If after the expiration of the primary term, production and the capability of production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling operations or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

Drilling operations or reworking operations shall be deemed to be commenced when the first material is placed on the Leased Premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and terminate, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If Lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, Lessor and Lessee hereby agree that Lessee shall have the option to extend the primary term of this lease on all or a portion of the Leased Premises for an additional TWO (2) years on or before the expiration of the primary term of this lease by tendering to Lessor a payment equal to the same per acre paid to Lessor under the original terms of this lease times the net acres actually owned by Lessor and Lessor's successors (if any) in and to the portion of the Leased Premises to be extended on the date the option is exercised. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at Lessor's address shown on this lease on or before the expiration of the primary term hereof. Nothing contained herein nor any separate implied agreement between parties shall serve to bind Lessee to exercise this option and it shall be at Lessee's sole discretion to do so.

15. If, at any time within the primary term of this lease, as may be extended, and while this lease remains in force and effect, Lessor receives from a third party a bona fide offer acceptable to Lessor, to grant an additional lease covering all or part of the Leased Premises, Lessee shall have a continuing right of first refusal to acquire a new lease from Lessor on the same terms and conditions as proposed by the third party. If Lessor receives such an offer from a third party, Lessor shall promptly notify Lessee by certified mail of such offer. Lessor's notice shall contain all written communications that reflect the offer, along with the third party proposed lessee's name, the bonus consideration, term, and royalty consideration together with all other pertinent terms and conditions, along with a copy of the completed lease form proposed to be utilized by the third party, if available. Lessee shall have fifteen (15) days after receipt of Lessor's notice to advise Lessor in writing of Lessee's election to enter into an additional oil and gas lease on the same terms and conditions as proposed by the third party. Lessor's failure to notify Lessee of such third party offer as provided for herein and/or the recording of the such additional lease to a third party shall not prejudice Lessee's right of first refusal as provided for herein in any manner.

16. Lessee shall have the right, but not the obligation, to pool all or any part of the Leased Premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this Lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Leased Premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 160 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres, plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to (1) any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so or (2) any governmental section that is larger than 704 acres. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component in the reservoir. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Leased Premises shall be treated as if it were production, drilling or reworking operations on the Leased Premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority or as otherwise provided for in this lease and is deemed advisable by Lessee. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the Leased Premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable thereafter shall be adjusted accordingly. In the absence of production in paying quantities from a unit, upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors and assigns of Lessor and Lessee.

18. Notwithstanding anything contained herein to the contrary, it is the intent of the Lessor to lease, and Lessor does hereby grant, demise, lease and let unto Lessee, all oil, gas and other minerals owned by Lessor in Section 17, Township 26 South Range 09 West, Reno County, Kansas whether or not properly and completely described herein. In the event it is determined that Lessor actually owns more net mineral acres subject to this oil and gas lease than that assumed by the parties in the calculation of the lease bonus paid by Lessee, Lessor and Lessee agree that Lessee shall pay Lessor for such additional net acreage at the same bonus price per acre agreed upon for the execution of this oil and gas lease. Likewise, in the event it is determined that Lessor owns less net acres, or it is determined that Lessor's acreage is currently leased under a prior valid oil and gas lease, then the Lessor agrees to reimburse Lessee for the bonus per acre paid for the acreage not owned by Lessor or under the prior valid oil and gas lease.

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

Richard M. Boyd
Richard M. Boyd

STATE OF Kansas) (ACKNOWLEDGEMENT FOR INDIVIDUAL)

COUNTY OF Kingman) ss.

The foregoing instrument was acknowledged before me this 13 day of Feb, 2012, by
Richard M. Boyd, a Single Man

My Commission expires: 9-11-13

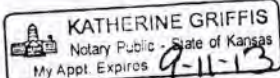
1041264
Commission Number:

Katherine Griffis
Signature/Notary Public

Katherine Griffis
Printed Name/Notary Public

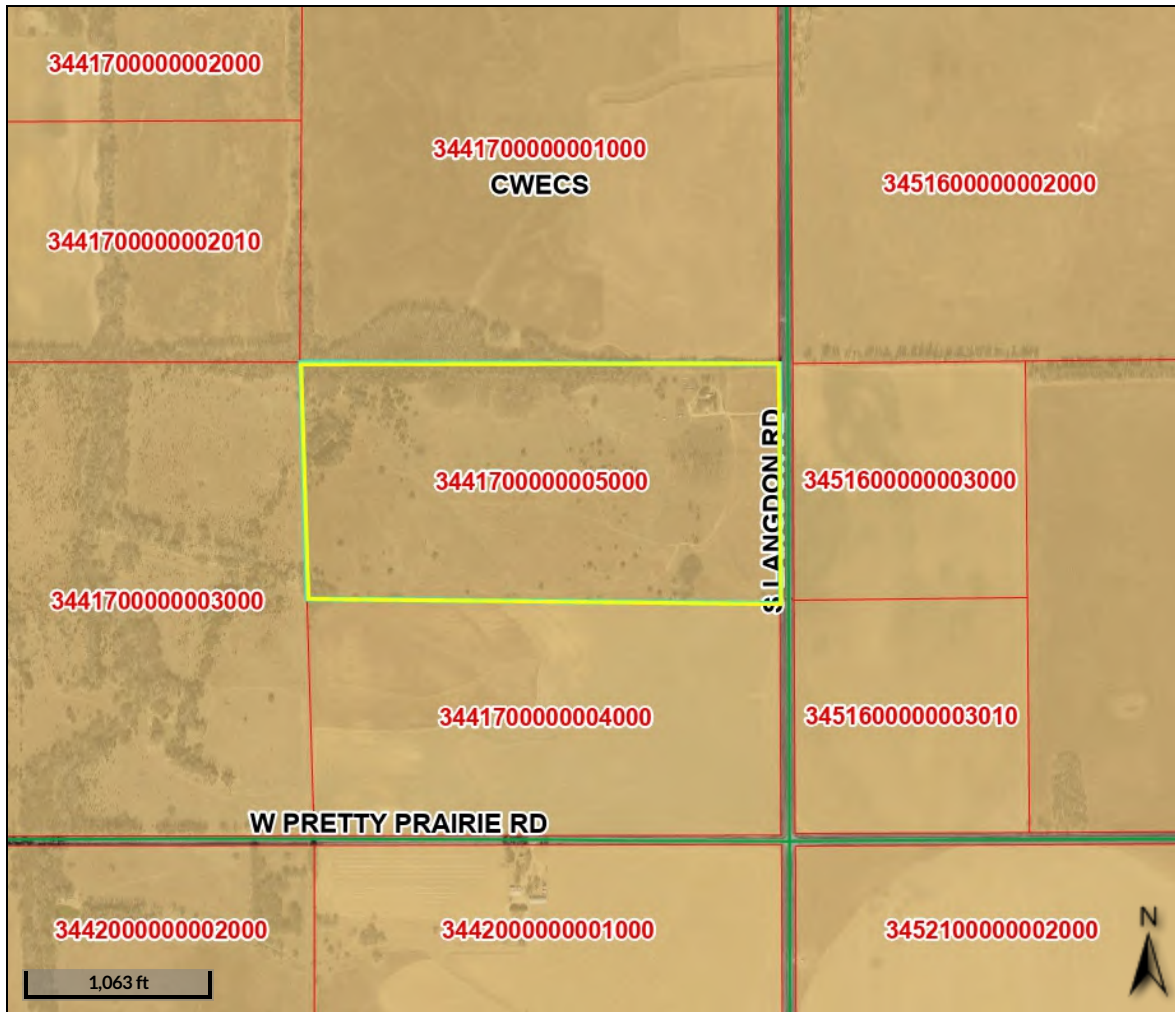
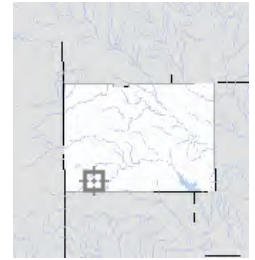
Katherine Griffis

15345 OLSI



**Beacon**TM

Reno County, KS

**Overview****Legend****Parcel Numbers**

Parcels

Reno County

CW ECS

AG

R-1

R-2

R-3

V-1

City

ETJ

Road Centerline

Reno County Boundary

Parcel ID	3441700000005000	Alternate ID	R35115	Owner Address	BOYD, RICHARD B
Sec/Twp/Rng	17-26-09W	Class	F - Farm Homesite		23511 S LANGDON RD
Property Address	23511 S LANGDON RD	Acreage	80.2		LANGDON, KS 67583
	LANGDON				
District	336				
Brief Tax Description	BELL TOWNSHIP, S17, T26, R09W, ACRES 80.2, N1/2 SE1/4 LESS RD ROW				
	(Note: Not to be used on legal documents)				

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Sections:**23-101 Purpose and Intent****23-102 Applicability****23-103 Definitions****23-104 Circumstances Requiring Application of the CWECS****23-105 Content of a Development Plan and Plan of Operation****23-106 Documents, Plans, Studies, Reports, Other Permits****23-107 Additional Required Topics to be Included in Submittals****23-108 Special Regulations Applicable for a Conditional Use Permit for a CWECS****23-109 Agreements and Requirements****23-110 Requirements for a Zoning Permit****23-111 Construction Requirements****23-101 Purpose and Intent:**

The purpose of this Article is to ensure a regulatory means of facilitating wind energy development of a Commercial Wind Energy Conversion System within the unincorporated portion of Reno County having zoning jurisdiction by providing reasonable requirements for the submittal of proposals for the establishment of a CWECS to provide adequate information to the officials of Reno County charged with the responsibility to review said proposals.

23-102 Applicability:

All CWECS development within this Article, as described herein, shall comply with the standards and procedures of this Article and those required for a Conditional Use Permit as stated in Articles 8 and 15. It shall be understood the "timeline" restrictions in Articles 8 and 15 are not applicable to a CWECS project because of the overall time for the development and construction.

Placement of a small Wind Energy Conversion System shall be permitted as an accessory use as defined in Article 9-102(4) and Article 9-103(4) of the Zoning Regulations.

Article 20-104(2) of the Zoning Regulations shall not be used to modify, adjust, or change any requirement under Article 23.

23-103 Definitions:

1. Commercial Wind Energy Conversion System means an electrical generating facility that operates by converting the kinetic energy of wind into electrical energy and is comprised of one or more turbines and accessory facilities, including but not limited to, ancillary operational meteorological towers, overhead and underground communication and electrical transmission lines, transformers, substations, roads, administrative and operations buildings, turbines, supervisory control and data acquisition (SCADA) facilities, and other associated facilities. The energy may be used on-site or distributed into the electrical grid. A CWECS is further defined as producing 100kW of electricity or greater.
2. Participating landowner means an individual, a group of individuals, a trust, or other entity owning real property who or which has signed a lease agreement with the owner or operator of a commercial wind energy conversion system project for the placement of turbines, other project components on the real property, or otherwise agrees to participate in the wind energy project.
3. Non-participating landowner means an individual, group of individuals, a trust, or other entity owning real property who or which has not signed a lease agreement with the owner or operator of a

commercial wind energy conversion system project for the placement of turbines or other project components on the real property.

4. Qualified third-party company means an independent individual or entity that is not owned by, operated by, or a subsidiary of the current owner or subsequent owners of a CWECS or a property owner within the project boundary, who is qualified to perform the required analysis.
5. A turbine means the total structural components used to convert the wind's kinetic energy into electrical energy.
6. The total height of the turbine means measuring from the elevation of the ground surface at the base of the turbine up to the height of the turbine measured at the highest point of the blade system during its rotation.
7. Accessory building shall have the same meaning as defined in Article 1-104(4) of the Zoning Regulations.
8. Principal building shall mean a primary residential structure. A principal residential structure shall not include a guest house or buildings whose purpose is to store equipment, commodities, or animals.

23-104 Circumstances Requiring Application of the CWECS Article:

The following circumstances require application of this Article and sets standards and procedures within the designated Article:

1. An application for a Conditional Use Permit for a CWECS; or
2. An application for a conditional use permit for an expansion of a CWECS beyond the area previously approved by a conditional use permit.
3. Each application for a conditional use permit shall include a written agreement by the Applicant to reimburse the County for all unusual and extraordinary expenses incurred by the County to process the application and conduct the public hearing.

23-105 Content of a Development Plan and Plan of Operation:

The information listed below shall be submitted with the conditional use permit application. It shall be the duty of the Zoning Administrator to determine when a conditional use permit application is complete and ready to schedule for a public hearing. All information listed below shall be submitted prior to the Planning Commission making a recommendation. The Planning Commission or Board of County Commissioners may require additional information not listed below.

1. A project map drawn at a scale of not less than 1" = 2,000' showing the additional information as outlined in this Article 23-105 including the following:
 - A. All development plan requirements under Article 8-103 of the Zoning Regulations.
 - B. Project boundary and the total acreage.
 - C. The center point of each turbine and MET tower with Latitude/Longitude Coordinates.

- D. The location of the operation and maintenance facility of the project or any other facility to serve the project.
 - E. The location of any temporary assembly areas or other areas used for the construction of the CWECS.
 - F. All public roads, access roads, and temporary access roads serving the project.
 - G. The project shall indicate compliance with all requirements contained in Article 23.
 - H. A secondary project map drawn at a scaled of not greater than 1" = 600' that shows each individual turbine site, and which also includes all other relevant information required by this Article.
 - I. Land identified as a special flood hazard area.
 - J. Land identified by the Kansas Department of Wildlife, Parks, and Tourism or U.S. Fish and Wildlife Service as a wetland, native vegetation area, wildlife habitat, or critical species habitat worthy of special consideration or protection.
 - K. All required setbacks and requirements around land uses as described in Article 23.
2. A general project introduction and plan of operation that describes the total number of proposed turbines, alternate turbine sites, total height of the turbines from the ground to the tip of the blade, meteorological towers, operation and maintenance facility, temporary construction sites, number of participating property owners, total acreage of the project, miles of new access roads, anticipated construction schedule, and other relevant information as deemed appropriate by the applicant or as required by county staff, the Planning Commission, or Board of County Commissioners.

23-106 Documents, Plans, Studies, Reports, Other Permits:

The information listed below shall be submitted with the conditional use permit application and used to evaluate compliance with the Zoning Regulations. The Planning Commission or Board of County Commissioners may require additional information not listed in Article 23-106 or conduct separate studies for the purpose of evaluating the proposed conditional use permit. Payment for the information cost may be negotiated in the Development Agreement.

- 1. Documentation acceptable to the County that the Applicant has signed lease agreements currently in effect to use the land in the manner requested. The Applicant may redact sensitive financial or confidential information.
- 2. List of adjacent property owners within the then current minimum zoning regulation requirement of the subject property boundary proposed to receive a turbine(s), MET tower(s), the operation and maintenance facility, or a temporary use associated with the project. The list of adjacent property owners shall be from the subject property boundary, not from the lease area. The list of adjacent property owners shall be sent electronically, be in an Excel Spreadsheet format and contain the property owner's name, mailing address of the owner, physical address of the property, and parcel identification number (PIN).

3. An expected economic impact report to the County which assumes the proposed project is approved and constructed as proposed on the conditional use permit application. The report shall be prepared by an independent third-party company or four-year college institution.
4. An acoustic study prepared by an independent third-party company. The study shall include maps and charts that indicate the anticipated sound level expected at each principal building and explain the methodology used to compute the anticipated sound levels.
5. A shadow flicker study prepared by an independent third-party company. The study shall include maps and charts that indicate the anticipated amount of shadow flicker expected at each principal building and explains the methodology used to compute the anticipated shadow flicker. The study shall show the anticipated number of hours per year a principal building will receive shadow flicker, the time of day, and time of year.
6. A written document from the Kansas Department of Wildlife, Parks, and Tourism (KDWPT) or its successor indicating the applicant has contacted the agency regarding the proposed CWECS. The document should state KDWPT has been contacted by the applicant regarding the proposal and has reviewed or is currently reviewing the proposal for any concerns regarding the operations of KDWPT.
7. All setback, noise or shadow flicker waivers are to be executed by all owners of an affected parcel. All such waivers shall be notarized and submitted with the conditional use permit application.
8. A report shall be conducted by a third-party company on existing environment concerns and filed with the conditional use permit application. The report should include, but not be limited to, information regarding:
 - A. Wildlife habitats, native prairie grass, and vegetation information relevant to the project site.
 - B. An avian study to include all types of Eagles, Whooping Cranes, and other sensitive species as affected by the project. The plan should include a discussion on bird migration and the potential for bird strikes.
 - C. Flora - vegetation species, threatened species (officially listed), critical habitat and habitat conditions for such species relevant to the project site.
 - D. Fauna - species, habitat assessment, threatened species (officially listed), migratory species, critical habitat, and habitat conditions for such species.
 - E. Geo-conservation - sites of geo-conservation significance listed on the state or national database.
 - F. Special flood hazard areas.

23-107 Additional Required Topics to be Included in Submittals:

In addition to the requirements of Article 8, an application for a CWECS project shall address specific issues related with the project that include, but are not limited to, the following:

1. In addition to strict conformance to all performance standards and development plan requirements as detailed in the Reno County Zoning Regulations, the development plan shall address the following:

- A. The "boundary" of the project shall be the properties included within the "leased lands" on which the CWECS is proposed to be constructed. The specific siting of individual components of the CWECS, including turbines, supporting structures, and all other aspects which entail a complete CWECS as recognized within the industry, may be included conceptually within the development plan and are permitted to be moved and adjusted as necessary during the design and construction process without modifications to the approved development plan, so long as new lands are not added to the original "boundary" of the CWECS and the relocation conforms to all requirements of Article 23. Any relocation of individual components contrary to the approved site plan shall be identified on a revised site plan and submitted to the Public Works Department – Planning and Zoning Division for review and approval.
 - B. All setback designations herein, when referenced as 'total height', shall mean "Total Tip Height", which is the total height of the turbine measured at the highest point of the blade system during its rotation, or with respect to any other structure including a meteorological tower, its total height. All horizontal setbacks shall be measured from the center point of the turbine to the edge point from which the setback is required.
2. Setbacks:
- A. No turbine shall be located closer than 2,000 feet or four times the height of the turbine whichever is greater from a participating or non-participating principal building. A principal building landowner may waive the setback requirement. No waiver shall result in a setback of less than the height of the turbine plus 50 feet.
 - B. No turbine shall be located closer than the total height of the turbine plus 50 feet from an accessory building, property line, or road right-of-way line.
 - C. A private airstrip is defined as a location that is registered with the Kansas Department of Transportation and Federal Aviation Administration, appears on aeronautical charts, and has a landing surface(es) which is/are maintained and capable of providing a safe landing for aircraft. All such requirements must be in effect at the time a conditional use permit application is accepted by the county staff as being complete.
 - D. Setbacks from a public airport and/or private airstrip shall be two (2) nautical miles, calculated as 12,160 feet, from the approach ends of the runway and then by 1.5 nautical miles, calculated as 9,120 feet from the upwind and downwind sides of the runway.
 - E. A private airport/private airstrip owner may waive the setback requirement for a parcel identified in Article 23-107(2)(D). All other requirements in Article 23 shall be enforced.
 - F. No turbine may be located within any recorded easement. The applicant shall consult with the owner of an easement to eliminate any blanket easements on tracts of land and to establish a defined legal description for the easement.
 - G. Properties owned or managed by the Kansas Department of Wildlife, Parks, and Tourism (KDWPT) or any wildlife refuge owned or managed by the United States of America tend to concentrate wildlife to an area due to the habitat enhancements conducted on a property. These lands are important wildlife migration corridors and migration staging areas. To avoid disruption of these areas, no turbine shall be located within three (3) miles of a parcel owned or managed by the Kansas Department of Wildlife, Parks, and Tourism or the United States of America. Compliance with all other setback requirements is required. KDWPT or the

United States of America may issue a waiver of this requirement for any parcel within the three-mile requirement.

- H. In order to provide for an incorporated city to extend its corporate boundary and increase its tax base, no turbine shall be located within one mile of an incorporated city boundary at the time a conditional use permit application is accepted by county staff as being complete. A city's extra-territorial zoning jurisdiction (ETJ) is not recognized as a city's official corporate boundary.
- I. If during construction a turbine site is determined to be adversely impacted after discovered environmental or other factors legally preventing its use, the applicant shall have the right to relocate a turbine on the parcel. The relocated turbine shall still comply with all applicable requirements of Article 23 and all conditions of approval associated with the conditional use permit.

3. Noise:

- A. An acoustic assessment analysis and map prepared by a third-party company shall be required with a conditional use permit application. The acoustic study shall analyze the expected audible noise level on a one (1) hour continuous sound level in decibels (Leq) basis at each primary occupied residential structure within the project boundary and explain the methodology used to achieve the results of the study.
- B. To assist in minimizing noise generated by the turbine, the applicant should consider using turbine blades that are equipped with Low Noise Trailing Edge (LNTE) technology and blade serrations or other available noise reduction technology.
- C. The maximum received sound level shall not be more than 45 decibels (dBA) one (1) hour Leq at every participating and non-participating principal building and be measured at the nearest wall of the principal building. A principal building shall not include an accessory structure or guest house as defined by the Reno County Zoning Regulations.
- D. A participating or non-participating landowner may waive the decibel levels exceeding the requirements of this section.

4. Shadow Flicker:

- A. Shadow flicker analysis and map prepared by a third-party company shall be required with a conditional use permit application. The shadow flicker study shall analyze the expected annual number of hours and the specific times the shadow flicker is expected to occur at each principal building within the project boundary and explain the methodology used to achieve the results of the study.
- B. To minimize the effects of shadow flicker, the applicant shall utilize the data from the shadow flicker report to assist landowners in reducing the number of hours of shadow flicker to the minimum requirement of the zoning regulations. The applicant and landowner shall collaborate and decide the best means to reducing the amount of shadow flicker.
- C. The maximum number of shadow flicker hours per year a participating or non-participating principal building shall receive is 30.

- D. A participating or non-participating landowner may waive the shadow flicker limit requirement.
5. Communication Lines:
- A. Communication lines and power collection lines are to be installed underground in the area covered by the CUP with use of directional boring, horizontal drilling, micro-tunneling, vibrating plowing, narrow trench ditching and other techniques in the construction of facilities. Such processes are intended to result in the least amount of disruption and damage as possible to the surface soil and natural features. Said lines are to be located under or at the edge of turbine access roads. When conditions on-site are found to make installation of underground supporting lines impractical or infeasible, for example the presence of existing underground lines or pipelines that conflict with such type of construction, above ground transmission lines may be used only in public rights-of-way, easements or other legal documents dedicated for such purposes.
 - B. The applicant shall contact the Reno County Emergency Management Director to coordinate meetings with other local emergency service personnel to develop a plan to address any potential interruptions in 911 calls being blocked due to the construction of turbines. The applicant shall submit a written report detailing the plan to mitigate any potential interruption in services.
 - C. Any installation of above ground or below ground communication lines or power collection lines within a Special Flood Hazard Area will require a floodplain development permit.
6. Rotor Blades:
- A. The lowest point of the rotor blades shall be at least 50 feet above ground level at the base of each turbine.
 - B. Rotor blades shall be painted a non-reflective neutral color such as white or grey. The rotor blades shall be painted the same color as the turbine and nacelle.
 - C. Rotor blades shall not display company names, markings, or advertising logos.
7. Lubricants and Hazardous Materials:
- All lubricants and/or hazardous materials to be located on the premises in connection with the CWECS facility shall be kept and transported in accordance with all state and Federal regulations.
8. Lighting:
- A. Lighting of the turbines shall utilize the current Aircraft Detection Lighting System (ADLS) or other similar or advanced technology.
 - B. Any other lighting requirements on the turbines shall comply with, but not exceed, the minimum FAA requirements.
 - C. White strobe lights on the turbines or any other aspect of the project are prohibited.

- D. Lights associated with the operation and maintenance facility, or other aspects of the project shall be directed so as not to shine directly on any adjacent property line or public road.
 - E. Security and safety lighting shall be designed to shield the glare onto a property or public road.
9. Turbines and Nacelles:
- A. Structures for turbines shall be self-supporting tubular towers painted a neutral color such as a white or grey. The structure shall be painted the same color as the rotor blades.
 - B. Lattice structures or other types of design are prohibited.
 - C. A turbine and nacelle shall not display any advertising except for identification of the manufacturer. Any signs, flags, streamers, or similar items are prohibited. Other warning signs, placards, or required signs by a government agency are excluded from this prohibition.
 - D. To aid in preventing unauthorized climbing of the turbine, all ladder rungs or other potential climbing assistance objects shall be removed up to 15 feet above the ground surface.
 - E. Telecommunication antennas or other type of antennas used for transmission of radio signals not associated with a CWECS are prohibited.
10. Operation Requirements:
- A. The CWECS, and its associated facilities, shall not be operated so as to cause microwave, television, radio, telecommunication, or navigation interference contrary to Federal Communications Commission (FCC) regulations or other laws to occupied structures existing as of the date of the CUP approval. In the event the CWECS and its associated facilities or its operations cause such interference, the applicant shall take timely measures necessary to correct the problem.
 - B. Documentation shall be submitted by the applicant indicating compliance with minimum FCC Regulations.
11. Ice Throw:
- An ice throw analysis and map prepared by a third-party company shall be required with a conditional use permit application. The ice throw study shall analyze the conditions which may cause ice to be thrown off an in-motion turbine blade and toward an occupied structure within the project boundary. The study should explain the methodology used in evaluating the risk of damage to occupied principal buildings. Also included in the study should be the manufacturer's setback distances related to in-motion ice throws and the type of ice monitoring sensors and devices installed in each turbine and the potential maximum distance ice could be thrown from an in-motion turbine blade.
12. Soil Erosion, Sediment Control, Stormwater Runoff, and Wetlands:
- The Applicant shall develop a Soil Erosion, Sediment Control and Stormwater Runoff Plan. The Plan shall address what type of erosion control measures will be implemented during each phase of the project. The Plan shall address the following concerns:
- A. Grading.

- B. Construction and drainage of access roads and turbine pads.
- C. Necessary soil information.
- D. Design features to maintain downstream water quality.
- E. Re-vegetation of disturbed area to ensure slope stability.
- F. Restoration of the site after temporary project activities have ended.
- G. Creation of a new wetland area that is equal to or greater than any wetland area that is filled in or destroyed.
- H. Disposal or storage of excavated materials.
- I. Protecting exposed soil.
- J. Stabilizing restored material and removal of silt fences or barriers when the area is stabilized.
- K. Maintenance of erosion control measures throughout the life of the project.

If required, the Applicant shall obtain an erosion control permit for the project from the Kansas Department of Health and Environment (KDHE). The approved erosion control permit shall be submitted prior to the issuance of a zoning permit. The measures listed above shall be the minimum required under the issued KDHE permit.

13. Special Flood Hazard Areas:

- A. If required, the Applicant shall obtain a floodplain development permit from the Kansas Department of Agriculture – Division of Water Resources, for any development identified as being located in a special flood hazard area. Such development could include, but not be limited to, the placement of a turbine, construction of a road, location of electrical lines under a stream, or location of a building.
- B. Prior to starting construction activities, the applicant shall obtain a local floodplain development permit for all construction in the special flood hazard area prior to the issuance of a zoning permit or for any portion of the project not requiring a zoning permit.
- C. To the extent feasible, the design of the CWECS project should have a minimal impact of land identified as within a special flood hazard area. It is expected of the applicant to locate all turbines and buildings out of the special flood hazard area so the project will have a minimum impact on the special flood hazard area.

23-108 Special Regulations Applicable for a Conditional Use Permit for a CWECS:

The timeline restrictions in Article 8 and Article 15 are not applicable to a CWECS project because of the overall length of time necessary for the development and construction of the project. With respect to a CWECS project approved after the adoption of this section:

- 1. For all Conditional Use Permits approved for a CWECS project, a zoning permit shall be applied for within two (2) years of the approved CUP. Approval of the CUP is effective (the “EFFECTIVE

DATE”) when the County Commissioners’ Resolution approving the same is published in the official county newspaper. If construction of the project cannot be commenced within that two (2) year period, the applicant may obtain a single one-year extension upon the submission of a written report to the Board of County Commissioners describing the reason(s) for the delay and the plan for commencing construction within the one-year extension period. The one-year extension must be approved prior to the expiration of the original two-year period.

2. For all Conditional Use Permits approved for a CWECS project, such permit shall be permitted to continue, as-long-as all conditions placed on the permit are met. However, if the CWECS project construction has not commenced within two (2) years following approval of the CUP or any extension thereof as aforesaid, the CUP shall have expired, and the development plan is forfeited. In such event, the Applicant will not be permitted to pursue the Development Plan until a new application is submitted, a new public hearing held, and a new CUP is approved.

23-109 Agreements and Requirements:

Prior to the issuance of the zoning permits, the Applicant of the CWECS and the Board of County Commissioners shall enter into a Development Agreement with respect to the subject matters outlined below under such terms and conditions acceptable to the Board of County Commissioners. A Development Agreement shall be executed by the Applicant and the Board of County Commissioners within 120 days following the EFFECTIVE DATE or the CUP approval will have terminated at the discretion of the Board of County Commissioners. This list of agreements and specific requirements can be supplemented or removed by mutual agreement of both parties.

The following subject matters may be addressed, in the discretion of the County Commissioners, in a Development Agreement or series of Development Agreements and shall not be considered exclusive of all such matters:

1. A Road Maintenance, Repair, and Replacement Agreement.

The Road Maintenance Agreement may include, but shall not be limited to, such topics as:

- A. Designation of the public roads used for transportation routes for construction and maintenance of the CWECS shall be included within the mandatory Road Maintenance Agreement specified in these Regulations.
- B. The applicant shall receive an Oversized/Overweight permit from the Reno County Public Works Department for transporting CWECS components that are over the legal weight, width, or length limit. A proposed route shall be submitted on the Oversized/Overweight Permit for transportation routes by the applicant. The transportation route shall be approved by the Public Works Department by signature on the permit form.
- C. Applicant shall construct the smallest number of turbine access roads as reasonably feasible. Access roads shall be low profile roads so farming equipment can cross them. Where an access road crosses a stream or drainageway, it shall be designed and constructed so runoff from the upper portions of the watershed can readily flow to the lower portion of the watershed. Where an access road crosses a stream or drainage way identified as a Special Flood Hazard Area, the applicant shall obtain a floodplain development permit from the state and county.

2. A Decommissioning Agreement with the Board of County Commissioners pertaining to CWECS improvements.

The Decommission Agreement may include, but shall not be limited to, such topics as:

- A. Removal of the turbine and nacelle.
 - B. Removal of a portion of the concrete base down to a minimum of four feet below ground surface.
 - C. Replacing the two bottom feet with subsoil composed of sand, silt, and clay materials and the top two feet with topsoil suitable for agriculture purposes.
 - D. Removal of access roads.
 - E. Re-seeding of disturbed areas.
 - F. Timeline for removal.
 - G. Removal of electrical equipment.
 - H. Recognition of a landowner's right to request access roads be left intact.
 - I. Recognition of a landowner's right to be satisfied with the decommission efforts of the applicant or a hired contractor.
 - J. A discussion of circumstances which may require the decommissioning of a turbine(s).
3. An Indemnification Agreement:
- An Indemnification Agreement with the County throughout the life of the project and a policy of general liability insurance with policy limits satisfactory to the Board of County Commissioners which identifies the County as an additional insured.
4. A Dispute and Mitigation Agreement:
- A Dispute and Mitigation Agreement procedure and resolution process by which the Developer shall address complaints by landowners or other affected parties regarding the project from construction to operation and throughout the life of the project.
5. A Bird Strike and Reporting Agreement:
- A Bird Strike and Reporting Agreement may be established and include an annual report submitted to the County Commissioners indicating all reported bird strikes related to the project.
6. Professional Certification Agreement:
- A written certification by a licensed and qualified professional engineer, approved by the County, that each turbine location complies with all setback requirements.
7. A Payment In lieu of Tax Agreement (PILOT):

An agreement which adequately compensates the County for governmental services provided in the project boundary during a ten-year period of tax exemption.

8. Fire Safety and Rescue Plan:

The Plan shall be reviewed by the Emergency Management Director. Within the Plan, the applicant shall identify the potential fire risk associated with the project, including both prescribed burning and non-prescribed burning (natural or accidental). The Plan shall address fire within the project boundary, fire escaping from the site, and the effects of a fire originating from outside the site. The plan shall demonstrate how the CWECS and equipment are protected from fire.

23-110 Requirements for Zoning Permit:

If applicable, the following requirements shall be met to obtain a zoning permit from the County:

1. No zoning permit application shall be accepted by the County until all required agreements listed under Article 23-109 between the Applicant and the County have been properly executed by the Applicant and the County.
2. A zoning permit shall be required for the construction of each turbine and building within the approved CWECS accompanied by the payment of all fees as established by the County. Construction shall be permitted to begin as outlined in the Development Agreement.
3. A Stormwater Pollution Prevention Plan (SWPP) and NPDES permit from the Kansas Department of Health and Environment shall be finalized and submitted prior to the issuance of a zoning permit and the start of construction.
4. Filing and maintaining a current FAA Determination of No-Hazard to Air Navigation document verifying each turbine, when constructed according to the approved development plan, will not constitute a hazard to aircraft.
5. Oversized/overweight permit from the Public Works Department.
6. Wastewater and well permits from the Health Department.
7. U.S. Army Corps of Engineers Section 404 permit.
8. Kansas Department of Agriculture – Division of Water Resources stream obstruction and floodplain fill permit.
9. The application for a zoning permit shall include, but not be limited to, a site plan showing the following information:
 - A. The location of the structure or turbine and any other onsite facilities such as a control room or transformer on a survey prepared by a registered land surveyor showing the distance from the property lines. The floodplain boundary (where applicable) should also be located on the survey. The survey showing the turbine location submitted with the CUP application may be used provided the location of the turbine has not been re-located from the approved development plan.
 - B. The turbine number and megawatt capacity.

- C. The location of above ground and below ground transmission lines.
- D. The location of the interior access road.
- E. An outline of any proposed site preparation activities involving removal of vegetation, excavation of soil, locations of soil stockpile, and restoration plans for the site after construction concludes.
- F. The approved state and local floodplain development permits (where applicable).

23-111 Construction Requirements:

1. The CWECS Applicant shall inform all employees, contractors and others involved in the construction of the CWECS project of the terms and conditions of the approved Conditional Use Permit. Violations of the conditions associated with the Conditional Use Permit are the responsibility of the CWECS Applicant, not the landowner.
2. The County retains the authority to enter into a contract with a structural engineering firm licensed by the State of Kansas Board of Technical Professions to offer engineering services to the County as defined by the Development Agreement. Documentation regarding each approved permit or inspection shall be filed with the Zoning Administrator. Payment for the costs incurred by the County from the engineering firm shall be negotiated through the Development Agreement.
3. Confirmation from an engineering company the turbines comply with the development plan, the zoning regulations, and the conditions associated with the approved Conditional Use Permit.
4. Prior to the start of, and continuously throughout construction and site restoration, the CWECS Applicant shall designate a field representative responsible for overseeing compliance with the conditions of the CUP. The field representative shall be accessible by telephone and email as needed by the Zoning Administrator or his designee. The field representative shall provide an address, phone number, and emergency phone number to the Zoning Administrator. The CWECS Applicant shall notify the Zoning Administrator should a change be made in the field representative.
5. Any off-site construction needs outside of the permitted CWECS Conditional Use Permit shall comply with all applicable Zoning and Subdivision Regulations.
6. The CWECS Applicant, or its construction company, shall disturb or clear a site only to the extent necessary to assure suitable access for construction, safe operation, and maintenance of the CWECS. The contractor shall minimize the removal of trees and shall not remove groves of trees or hedgerows (shelter belts) without approval of the affected landowner. During site clearance and construction, silt fences and other temporary erosion controls, as required by the KDHE erosion control permit, shall be installed, and left in place until new vegetation covers the ground around the turbines.
7. Cleanup:

The CWECS Applicant, or its construction company, shall remove all waste, scrap, and temporary erosion control measures that are the product of construction, operation, restoration, and maintenance from the site and properly dispose of it upon completion of each turbine.
8. Operation & Maintenance:

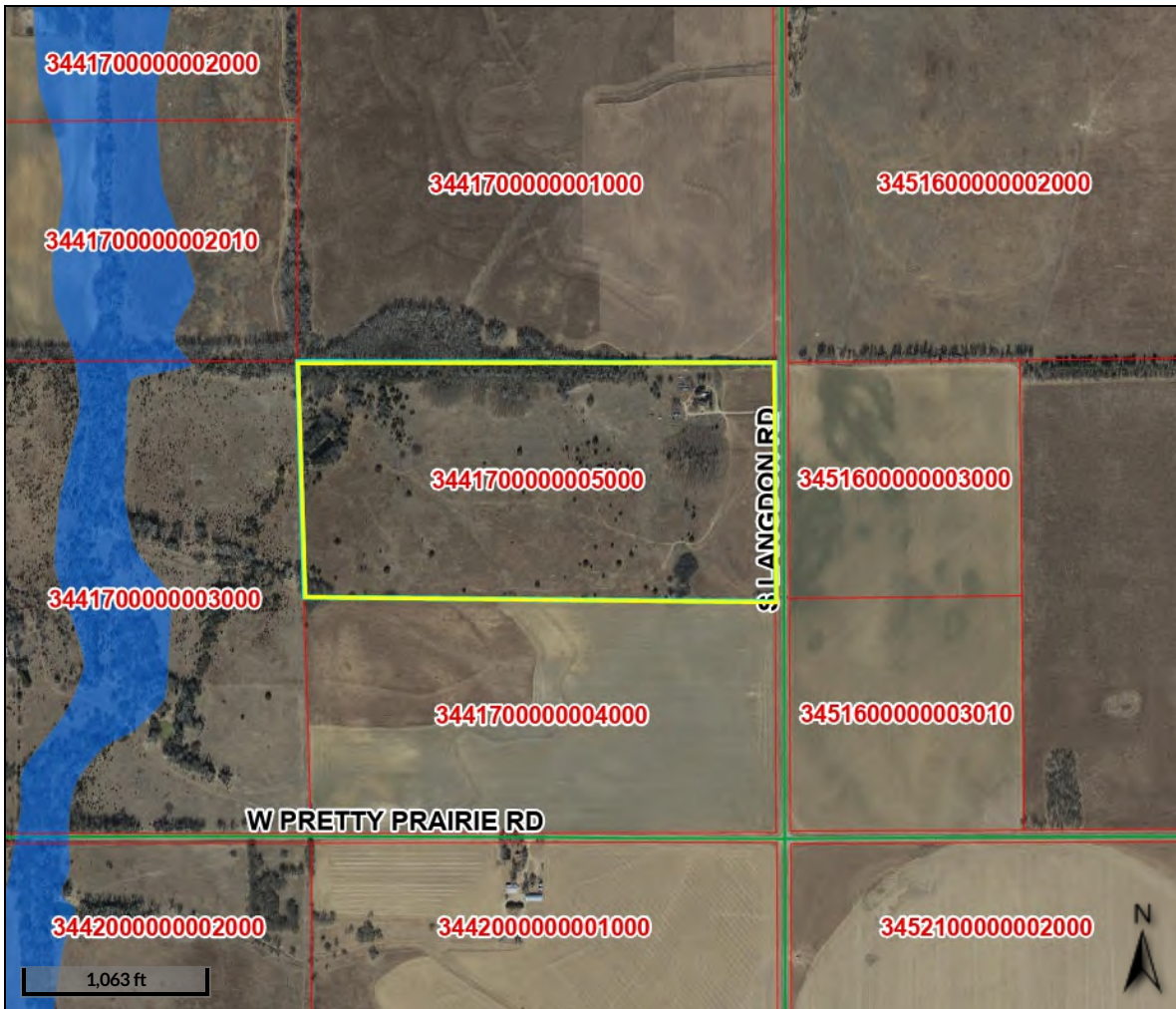
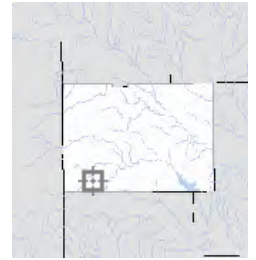
The CWECS Applicant shall file the following information with the Zoning Administrator:

- A. Operation and maintenance requirements (including the frequency of maintenance activities) for the turbines and transmission lines.
 - B. The required width of transmission line easements and any necessary restrictions on land use development, buildings, and access within the easement.
 - C. Any restrictions on participating property owner land uses, height of buildings, or location of building.
9. Transfer of Ownership:

If ownership of the CWECS is transferred from the CWECS Applicant identified in the original permitting documents to any entity, the new owner shall be responsible and accountable for the terms and conditions of the approved Conditional Use Permit, the Development Agreement, other applicable agreements, the zoning permit requirements, and all applicable requirements of the Zoning and Subdivision Regulations. Notice of such transfer and acknowledgement by the new owner of compliance obligations shall be provided to the Zoning Administrator and the Board of County Commissioners.

**Beacon**TM

Reno County, KS

**Overview****Legend****Parcel Numbers**

- Parcels
- Panel Identification

Flood Hazard Areas

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

Road Centerline

- Reno County Boundary

Parcel ID	3441700000005000	Alternate ID	R35115	Owner Address	BOYD, RICHARD B
Sec/Twp/Rng	17-26-09W	Class	F - Farm Homesite		23511 S LANGDON RD
Property Address	23511 S LANGDON RD	Acreage	80.2		LANGDON, KS 67583
	LANGDON				
District	336				
Brief Tax Description	BELL TOWNSHIP, S17, T26, R09W, ACRES 80.2, N1/2 SE1/4 LESS RD ROW				
	(Note: Not to be used on legal documents)				

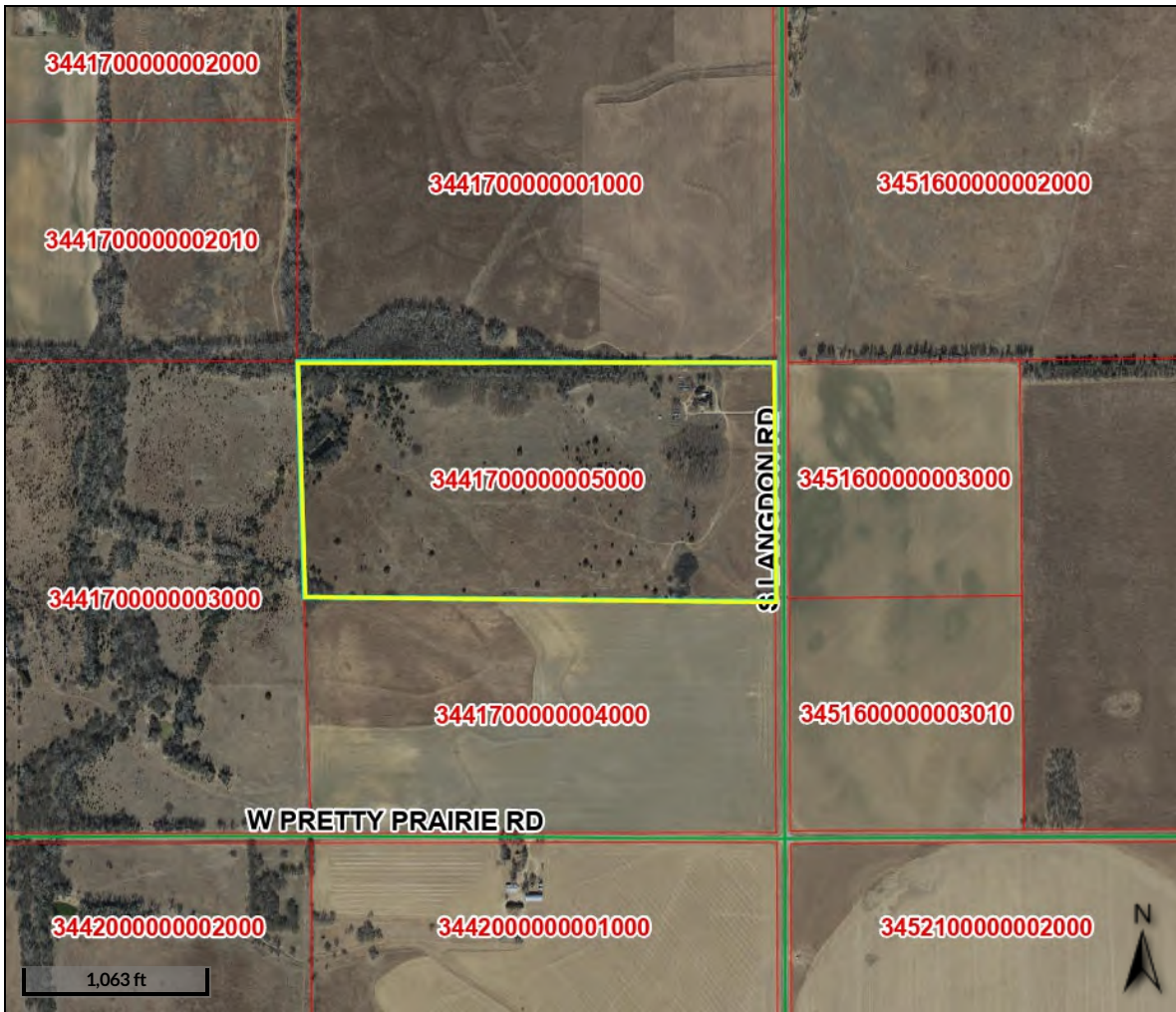
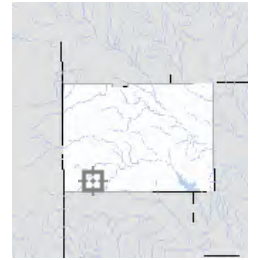
Date created: 1/16/2023

Last Data Uploaded: 1/13/2023 11:34:50 PM

Developed by Schneider
GEOSPATIAL

**Beacon**TM

Reno County, KS

**Overview****Legend**

Parcel Numbers

- ☐ Parcels
- ☐ Road Centerline
- ☐ Reno County Boundary

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	(Note: Not to be used on legal documents)				

Date created: 1/16/2023

Last Data Uploaded: 1/13/2023 11:34:50 PM

Developed by Schneider
GEOSPATIAL

1 field, 80 acres in Reno County, KS

TOWNSHIP/SECTION 26S 9W – 17

COUNTY AVG(\$/AC.)

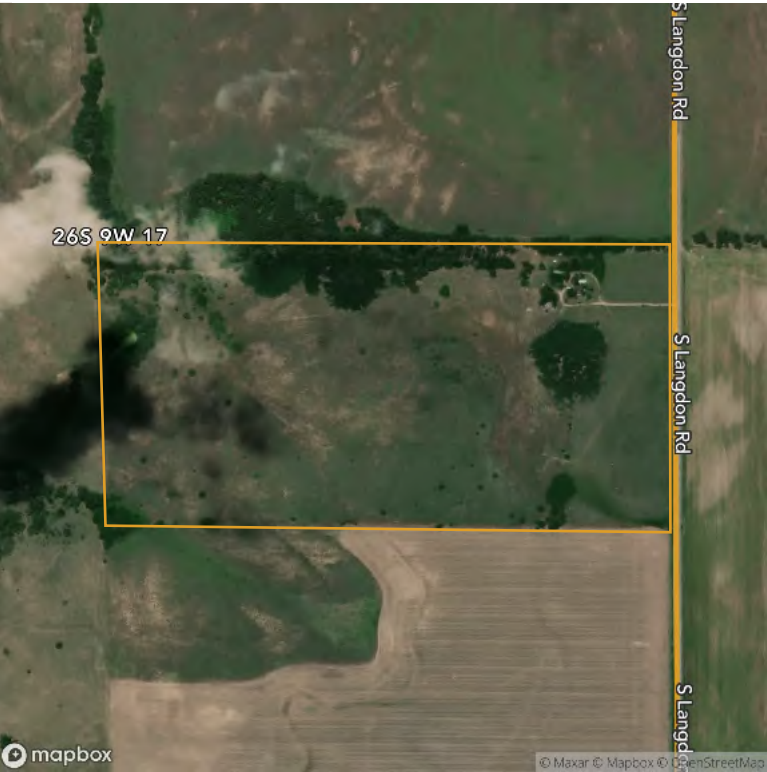
N/A

AVG NCCPI

52.0

COUNTY AVG

47.9



ECONOMIC ATTRIBUTES

Reno County is a high tax county.
This land is in a low livestock demand area.

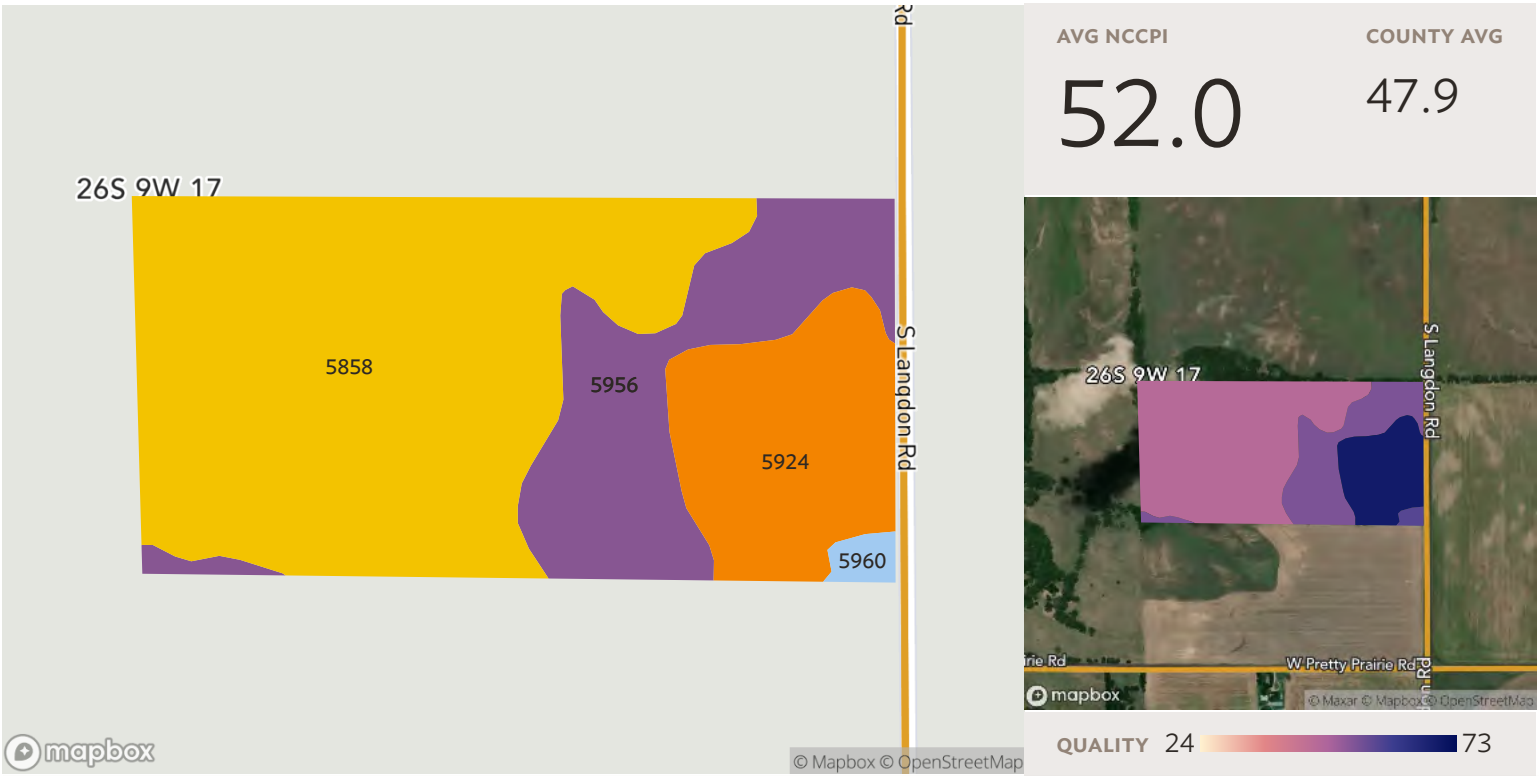
PHYSICAL ATTRIBUTES

Annual Precipitation: 29.69 inches
Annual GDD: 3816

	FIELD	ACRES	SLOPE	2021 CROPS	AVG NCCPI	COUNTY AVG. (\$/AC.)
	all 	80.23	2.28%	87% Grass/Pasture, 10% Forest, 4% Other	52.0	N/A

1 field, 80 acres in Reno County, KS

TOWNSHIP/SECTION 26S 9W – 17



All fields

Source: NRCS Soil Survey

80 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5858	Albion-Shellabarger sandy loams, 1 to 3 percent slopes	47.90	59.7%	3	46.2
5956	Shellabarger sandy loam, 1 to 3 percent slopes	17.22	21.5%	2	53.8
5924	Ost-Clark loams, 1 to 3 percent slopes	14.26	17.8%	2	69.2
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	0.85	1.1%	2	57.9
		80.23			52.0

1 field, 80 acres in Reno County, KS

TOWNSHIP/SECTION 26S 9W – 17



Legend

SPECIAL FLOOD HAZARD AREAS

High flood risk

OTHER AREAS OF FLOOD HAZARD

Moderate flood risk

OTHER AREAS

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth Zone AE, AO, AH, VE, AR

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Areas with Reduced Flood Risk due to Levee Zone X

Areas with Flood Risk due to Levee Zone X

Area of Minimal Flood Hazard Zone X

Area of Undetermined Flood Hazard Zone D

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

* **HIGH FLOOD RISK** - areas with a 1% annual chance or greater of flooding, also referred to as base flood zones or 100-year flood zones. Classified as Special Flood Hazard Areas (SFHAs) by FEMA. **MODERATE FLOOD RISK** - areas in between the limits of the 1% annual and the 0.2% annual (or 500-year) flood zones. **MINIMAL FLOOD RISK** - areas that are above the 500-year flood zones. **UNDETERMINED FLOOD RISK** - areas where flood analysis has not been conducted.

Source: FEMA National Flood Hazard Layer

All fields

80 ac.

FLOOD ZONE	FLOOD RISK*	FLOOD ZONE SUBTYPE	ACRES	PERCENTAGE OF FIELD
X	MINIMAL	AREA OF MINIMAL FLOOD HAZARD	80.23	100.0%
			80.23	

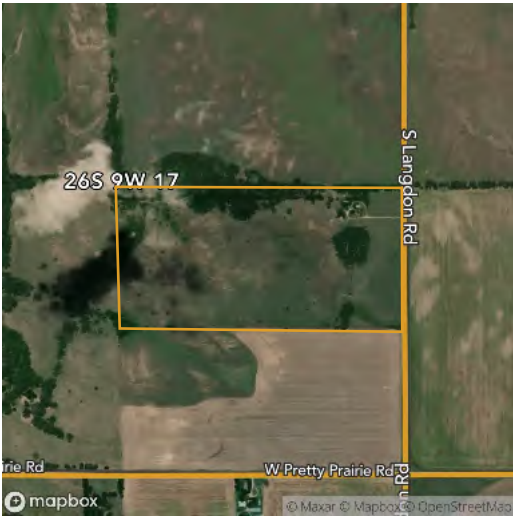
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All information is provided without any express or implied warranties of any kind.
Land prices are estimates of valuation and not certified appraised values.

Flood Hazard: 1 of 1



1 field, 80 acres in Reno County, KS

TOWNSHIP/SECTION 26S 9W - 17



All fields

80 ac.

					
	2021	2020	2019	2018	2017
 Grass/Pasture	86.7%	87.0%	88.5%	88.4%	89.5%
 Forest	9.7%	4.8%	9.5%	10.0%	9.0%
 Other	3.7%	8.2%	2.0%	1.7%	1.4%

Source: NASS Cropland Data Layer

KANSAS
RENO

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5944

Prepared : 3/7/23 4:02 PM CST

Crop Year : 2023

Operator Name : NATHAN T STILLWELL

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
80.23	0.00	0.00	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	0.00		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

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

Tract Number : 4845

Description : N-5;1-A;N 1/2 SE 1/4 17-26-9

FSA Physical Location : KANSAS/RENO

ANSI Physical Location : KANSAS/RENO

BIA Unit Range Number :

HEL Status : HEL determinations not completed for all fields on the tract

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : RICHARD BOYD

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
80.23	0.00	0.00	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

KANSAS
RENO
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5944
Prepared : 3/7/23 4:02 PM CST
Crop Year : 2023

DCP Crop Data

Tract 4845 Continued ...

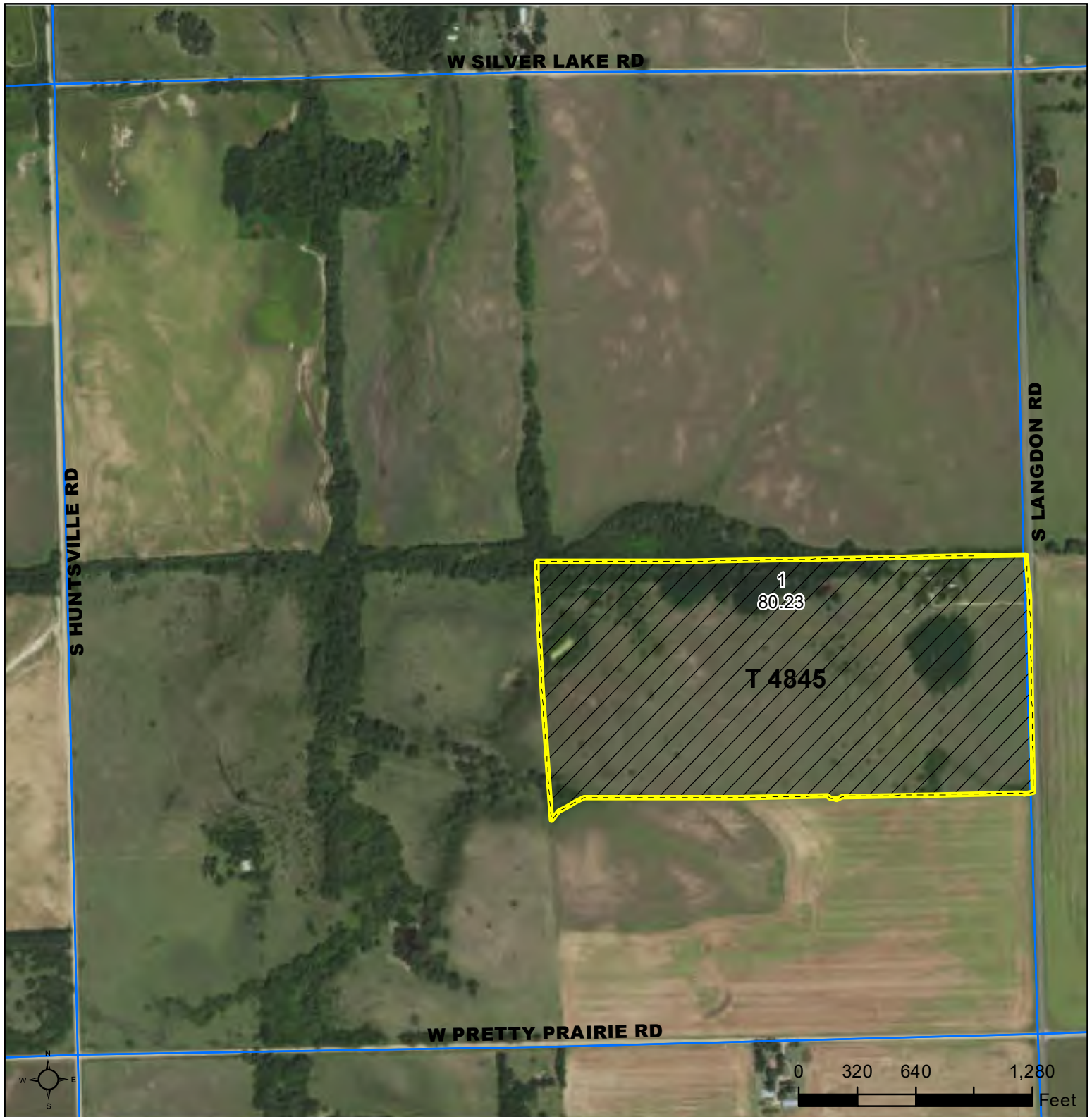
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
-----------	------------	-----------------------------	-----------

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.



Common Land Unit PLSS

- Non-Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass SMO, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Alfalfa, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, NI, GR |
| 5/ Grass NAG, NI, GZ | |

Tract Cropland Total: 0.00 acres

2023 Program Year

Map Created October 28, 2022

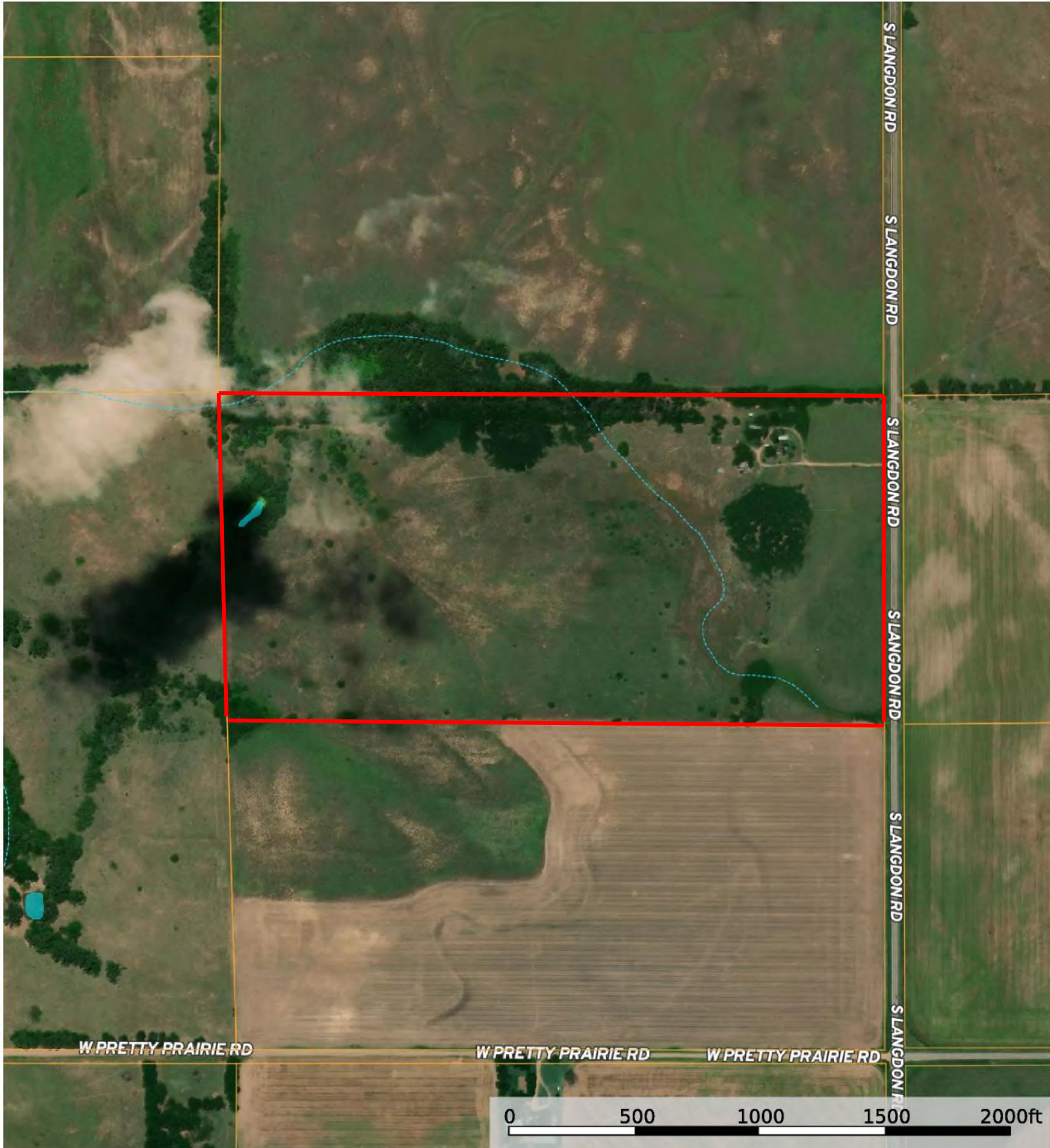
Farm 5944

Tract 4845

17-26-9

Displayed over 2021 NAIP

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23511 S. Langdon Rd., Turon, KS 67583

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. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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 suspend, pause, or extend the scheduled closing time of the auction.
29. 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.
30. 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.
31. 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)*

