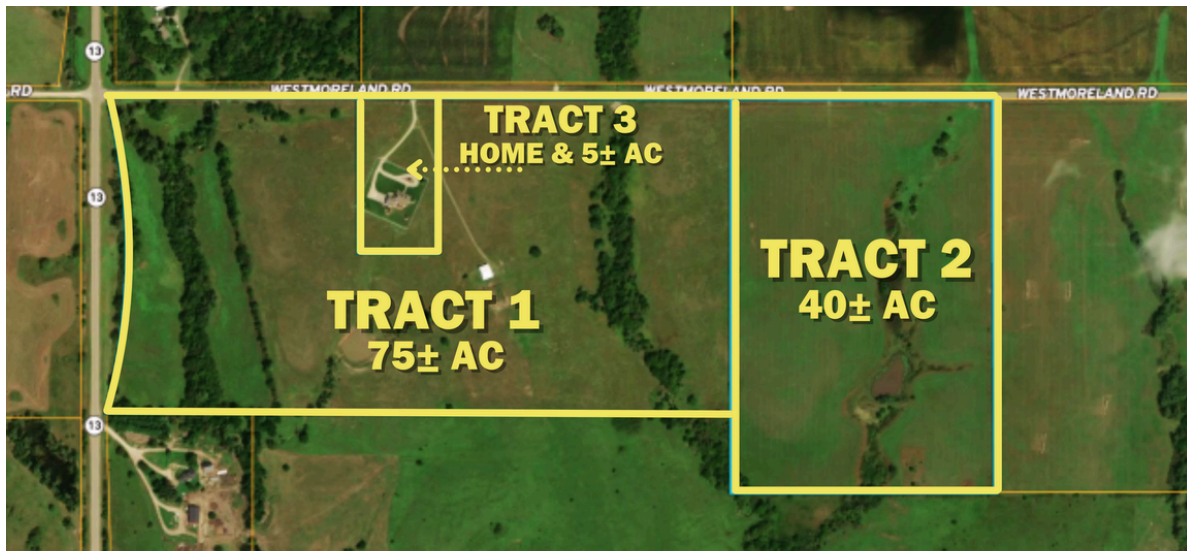


BIDDER INFORMATION PACKET



PROPERTY ADDRESS:

0 & 8600 Westmoreland Rd.
Westmoreland, KS 66549

AUCTION DATE & TIME: Wednesday, April 30, 2025 at 11:00 AM CDT

AUCTION LOCATION: Westmoreland Community Center

201 Main St., Westmoreland, KS

ONLINE BIDDING: gavelroads.com



Lori Rogge, Broker & Auctioneer

785-556-7162 | lori@genefrancis.com

www.genefrancis.com



BIDDER INFORMATION PACKET

TABLE OF CONTENTS

- Property spec sheets
- Property surveys
- Aerial map
- Full Legal Descriptions
- Sellers Disclosures
- FSA Reports
- Soil Surveys
- Lease Terms & Income History
- Preliminary Title Commitments
- Floor Plans
- Utilities Information
- Septic Report
- BRRETA Disclosure
- Release of Right of First Refusal

MLS BIDDER PACKET



MLS # 652792
Class Land
Property Type Farm
County Pottawatomie
Address 00000 Westmoreland Rd
Address 2 Tract 1
City Westmoreland
State KS
Zip 66549
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Lori Rogge - cell: 785-556-7162	List Date	3/17/2025
List Office - Office Name and Phone	Gene Francis & Associates - Office: 785-556-7162	Input Date	3/28/2025 9:36 AM
Showing Phone	785 556 7162		
Zoning Usage	Agriculture		
Parcel ID	075-098-27-0-00-00-001.02-0		
Number of Acres	75.00		
Lot Size/SqFt	3267000		
School District	Rock Creek School District (USD 323)		
Elementary School	Westmoreland		
Middle School	Rock Creek		
High School	Rock Creek		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	See attached		

DIRECTIONS

Directions From Westmoreland, KS, travel 5.5 miles on Westmoreland Rd. Property located on the south side of the road.

FEATURES

SHAPE / LOCATION	UTILITIES AVAILABLE	FLOOD INSURANCE	LOCKBOX
Rectangular	Electricity	Unknown	None
Corner	Public Water	SALE OPTIONS	AGENT TYPE
TOPOGRAPHIC	IMPROVEMENTS	Other/See Remarks	Sellers Agent
Pond/Lake	Fencing	PROPOSED FINANCING	OWNERSHIP
Rolling	OUTBUILDINGS	Conventional	Trust
Treeline	Equipment Barn	POSSESSION	TYPE OF LISTING
PRESENT USAGE	MISCELLANEOUS FEATURES	At Closing	Excl Right w/Reserve
Hay (Various Types)	Mineral Rights Included	Tenant Rights	BUILDER OPTIONS
Pasture	Water Access	SHOWING INSTRUCTIONS	Closed Builder
ROAD FRONTAGE	DOCUMENTS ON FILE	Call List Agent/Office	
Paved	Documents Online		
County	Photographs		
	Sellers Prop. Disclosure		
	Other/See Remarks		

PERSONAL PROPERTY

Personal Property

FINANCIAL

Assumable Y/N	No
General Taxes	\$813.64
General Tax Year	2024
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Charlson & Wilson

PUBLIC REMARKS

Public Remarks LIVE & ONLINE MULTI-PARCEL LAND AUCTION! Wednesday, April 30, 11:00 AM at Westmoreland Community Center, 201 Main St., Westmoreland, KS. Online bidding at Gavel Roads website. ** Rare opportunity to acquire 120± acres of rural Kansas land with a beautiful residence and versatile grassland, ideally located at the corner of Hwy 13 and Westmoreland Rd., just northwest of Westmoreland, Kansas. With pastureland in this area rarely coming to market, this is an exceptional chance to invest in quality land with multiple purchase options. Buyers can bid on this 75± acres, 40± acres (RSCK MLS #652793), a home with 5± acres (RSCK MLS#652795), or any combination—including the entire property! ** These properties feature a mix of pasture, brome, hay meadow, and water resources fully enclosed by barbed wire fencing. Conveniently situated on a paved road, each tract offers both easy access and a serene rural setting. Contact Pottawatomie County Zoning & Development for zoning regulations. ** This listing is 75± acres of pasture & timber – This tract offers a picturesque blend of open pasture, mature timber, and a pond making it ideal for cattle grazing, hunting, or recreational enjoyment. Additional improvements include a shed with electricity and a water source, as well as cattle pens. The current tenant pays cash rent for 10-13 pairs and bulls for \$1,750 for grazing and \$60 per acre for 11 acres of brome, covering all expenses. With a strong rental history, this is a fantastic investment opportunity for agricultural use or personal enjoyment. ** Also available is 40± acres of hay & open grassland – This tract features a mix of open grassland, mature trees, and a pond, perfect for hay production or livestock use. The tenant currently bales hay under a 60/40 split agreement, with the tenant purchasing the seller's 40% share. ** The last tract includes a custom built 1½ story home nestled on 5± Acres – This 4,000+ sq. ft. custom built home exudes comfort and craftsmanship. The home features four bedrooms, 2 full and 2 half baths, a spacious bonus room above the garage, and an inviting open floor plan. The primary suite and main living areas are conveniently located on the main floor, while the finished walkout basement includes three additional bedrooms, a family room, wet bar and abundant storage extending under the expansive front porch. Special features include a geothermal system, two fireplaces, stainless steel appliances, wood floors, and breathtaking views of the Kansas landscape. ** Whether you're looking for a meticulously crafted home, additional pasture for a cattle operation, a recreational retreat, or a long-term investment, these three properties provide exceptional versatility. ** Don't miss this rare chance to own a premium piece of Kansas land in an unbeatable location!

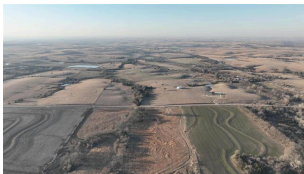
AUCTION

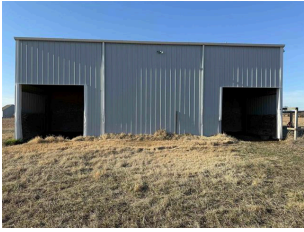
Type of Auction Sale	Reserve
Method of Auction	Live w/Online Bidding
Auction Location	201 Main St, Westmoreland
Auction Offering	Real Estate Only
Auction Date	4/30/2025
Auction Start Time	11:00 AM
Auction End Date	
Auction End Time	
Broker Registration Req	Yes
Broker Reg Deadline	04/29/2025
Buyer Premium Y/N	No
Premium Amount	
Earnest Money Y/N	Yes
Earnest Amount %/\$	10,000.00

TERMS OF SALE

Terms of Sale \$10,000 Earnest Money required for each tract and shall be paid the day of the auction with the balance due on June 2, 2025. The property is selling in “as is” condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller.

ADDITIONAL PICTURES





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MLS BIDDER PACKET



Aerial View

MLS # 652793
Class Land
Property Type Farm
County Pottawatomie
Address 0000 Westmoreland Rd
Address 2 Tract 2
City Westmoreland
State KS
Zip 66549
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Lori Rogge - cell: 785-556-7162	List Date	3/17/2025
List Office - Office Name and Phone	Gene Francis & Associates - Office: 785-556-7162	Input Date	3/28/2025 9:38 AM
Showing Phone	785 556 7162		
Zoning Usage	Agriculture		
Parcel ID	075-098-27-0-00-00-001.00-0		
Number of Acres	40.00		
Lot Size/SqFt	1742400		
School District	Rock Creek School District (USD 323)		
Elementary School	Westmoreland		
Middle School	Rock Creek		
High School	Rock Creek		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	See attached.		

DIRECTIONS

Directions From Westmoreland, travel approximately 5.5 miles northwest on Westmoreland Rd. The tracts are on the south side of the road.

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS Fencing	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Pond/Lake Rolling Treeline	OUTBUILDINGS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Hay (Various Types)	MISCELLANEOUS FEATURES Mineral Rights Included Water Access	PROPOSED FINANCING Conventional	OWNERSHIP Individual
ROAD FRONTAGE Paved County	DOCUMENTS ON FILE Documents Online Photographs Sellers Prop. Disclosure Other/See Remarks	POSSESSION At Closing Tenant Rights	TYPE OF LISTING Excl Right w/Reserve
UTILITIES AVAILABLE Electricity		SHOWING INSTRUCTIONS Call List Agent/Office	BUILDER OPTIONS Closed Builder

PERSONAL PROPERTY

Personal Property

FINANCIAL

Assumable Y/N	No
General Taxes	\$147.34
General Tax Year	2024
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Charlson & Wilson

PUBLIC REMARKS

Public Remarks LIVE & ONLINE MULTI-PARCEL LAND AUCTION! Wednesday, April 30, 11:00 AM at Westmoreland Community Center, 201 Main St., Westmoreland, KS. Online bidding at Gavel Roads website. ** Rare opportunity to acquire 120± acres of rural Kansas land with a beautiful residence and versatile grassland, ideally located at the corner of Hwy 13 and Westmoreland Rd., just northwest of Westmoreland, Kansas. With pastureland in this area rarely coming to market, this is an exceptional chance to invest in quality land with multiple purchase options. Buyers can bid on this 40± acres, 75± acres (RSCK MLS #652792), a home with 5± acres (RSCK MLS#652795), or any combination—including the entire property! These properties feature a mix of pasture, brome, hay meadow, and water resources fully enclosed by barbed wire fencing. Conveniently situated on a paved road, each tract offers both easy access and a serene rural setting. Contact Pottawatomie County Zoning & Development for zoning regulations. ** This listing is 40± acres of hay & open grassland – features a mix of open grassland, mature trees, and a pond, perfect for hay production or livestock use. The tenant currently bales hay under a 60/40 split agreement, with the tenant purchasing the seller’s 40% share. ** Also available is 75± Acres of pasture & timber - offering a picturesque blend of open pasture, mature timber, and a pond, making it ideal for cattle grazing, hunting, or recreational enjoyment. Additional improvements include a shed with electricity and a water source, as well as cattle pens. The current tenant pays cash rent for 10-13 pairs and bulls for \$1,750 for grazing and \$60 per acre for 11 acres of brome, covering all expenses. With a strong rental history, this is a fantastic investment opportunity for agricultural use or personal enjoyment. ** The last tract includes a 1½ story home on 5± acres – Nestled on nearly five acres, this 4,000+ sq. ft. custom-built home exudes comfort and craftsmanship. The home features four bedrooms, 2 full and 2 half baths, a spacious bonus room above the garage, and an inviting open floor plan. The primary suite and main living areas are conveniently located on the main floor, while the finished walkout basement includes three additional bedrooms, a family room, wet bar and abundant storage extending under the expansive front porch. Special features include a geothermal system, two fireplaces, stainless steel appliances, wood floors, and breathtaking views of the Kansas landscape. ** Whether you’re looking for a meticulously crafted home, additional pasture for a cattle operation, a recreational retreat, or a long-term investment, these three properties provide exceptional versatility. ** Don’t miss this rare chance to own a premium piece of Kansas land in an unbeatable location!

AUCTION

Type of Auction Sale	Reserve
Method of Auction	Live w/Online Bidding
Auction Location	201 Main St Westmoreland
Auction Offering	Real Estate Only
Auction Date	4/30/2025
Auction Start Time	11:00 AM
Auction End Date	
Auction End Time	
Broker Registration Req	Yes
Broker Reg Deadline	04/29/2025
Buyer Premium Y/N	No
Premium Amount	
Earnest Money Y/N	Yes
Earnest Amount %/\$	10,000.00

TERMS OF SALE

Terms of Sale \$10,000 Earnest Money required for each tract and shall be paid the day of the auction with the balance due on June 2, 2025. The property is selling in “as is” condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer’s responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller.

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MLS BIDDER PACKET



Aerial View

MLS # 652795
Status Active
For Sale/Auction/For Rent Auction
Address 8600 Westmoreland Rd
Address 2 Tract 3
City Westmoreland
Zip 66549



KEYWORDS

AG Bedrooms	1	Approximate Age	21 - 35 Years
Total Bedrooms	4.00	Acreage	1.01 - 5 Acres
AG Full Baths	1	Approx. AGLA	2290
AG Half Baths	1	AGLA Source	Court House
Total Full Baths	2	Approx. BFA	1862.00
Total Half Baths	2	BFA Source	Court House
Total Baths	4	Approx. TFLA	4,152
Basement	Yes - Finished	Lot Size/SqFt	218061.36
Levels	1 - 1/2 Story	Number of Acres	5.00

GENERAL

List Agent - Agent Name and Phone	Lori Rogge - cell: 785-556-7162	List Office - Office Name and Phone	Gene Francis & Associates - Office: 785-556-7162
Showing Phone	785 556 7162	Year Built	2004
Builder	D&R Construction, Inc	County	Pottawatomie
Parcel ID	075-098-27-0-00-00-001.03-0	School District	Rock Cr323
Elementary School	Westmoreland	Middle School	Rock Creek
High School	Rock Creek	Legal	A tract in the N2 NW4 27-07-08E, in Pottawatomie Co (full legal attached)
Status Date	3/28/2025		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	19' 5" x 14'
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	19' 5" x 21' 1"	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	12' 9" x 12' 10"
Kitchen Flooring	Wood	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Lower	Room 4 Type	Bedroom
Room 4 Dimensions	13' x 11'	Room 4 Flooring	Carpet
Room 5 Level	Lower	Room 5 Type	Bedroom
Room 5 Dimensions	13' x 11'	Room 5 Flooring	Carpet
Room 6 Level	Lower	Room 6 Type	Bedroom
Room 6 Dimensions	13' x 11'	Room 6 Flooring	Carpet
Room 7 Level	Lower	Room 7 Type	Family Room
Room 7 Dimensions	24' x 35'	Room 7 Flooring	Carpet
Room 8 Level	Upper	Room 8 Type	Bonus Room
Room 8 Dimensions	26' x 16'	Room 8 Flooring	
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	

DIRECTIONS

Directions From Westmoreland, travel approximately 5.5 miles northwest on Westmoreland Rd. The 3 tracts up for auction are on the south side of the road.

FEATURES

ARCHITECTURE	BASEMENT FINISH	APPLIANCES	POSSESSION
Cape Cod	3 Bedroom	Dishwasher	At Closing
EXTERIOR CONSTRUCTION	1/2 Bath	Disposal	PROPOSED FINANCING
Frame	1 Bath	Microwave	Conventional
ROOF	Bsmt Rec/Family Room	Refrigerator	VA
Composition	Bsmt Wet Bar	Range/Oven	WARRANTY
LOT DESCRIPTION	Bsmt Storage	MASTER BEDROOM	No Warranty Provided

FEATURES

Standard	COOLING	Master Bdrm on Main Level	OWNERSHIP
FRONTAGE	Electric	Master Bedroom Bath	Individual
Paved Frontage	Geothermal	Sep. Tub/Shower/Mstr Bdrm	PROPERTY CONDITION REPORT
EXTERIOR AMENITIES	HEATING	AG OTHER ROOMS	Yes
Patio	Electric	Bonus Room	DOCUMENTS ON FILE
Covered Patio	Geothermal	Mud Room	Additional Photos
Fence-Other/See Remarks	DINING AREA	LAUNDRY	Documents Online
Storm Shelter	Kitchen/Dining Combo	Main Floor	Sellers Prop. Disclosure
GARAGE	FIREPLACE	Wash Sink	SHOWING INSTRUCTIONS
Attached	Two	INTERIOR AMENITIES	Appt Req-Call Showing #
Opener	Living Room	Ceiling Fan(s)	LOCKBOX
FLOOD INSURANCE	Family Room	Central Vacuum	None
Unknown	Gas	Closet-Walk-In	TYPE OF LISTING
UTILITIES	Woodburning	Hardwood Floors	Excl Right w/Reserve
Septic	Insert	Owned Water Softener	AGENT TYPE
Propane Gas	KITCHEN FEATURES	Wtr Purification/Filtrat.	Sellers Agent
Rural Water	Desk	Wet Bar	
BASEMENT / FOUNDATION	Eating Bar	Window Coverings-All	
Full			
Walk Out At Grade			
Day Light			

PERSONAL PROPERTY

Personal Property Blinds in all rooms, gun safe, gate opener, electric fence

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$4,730.14	Earnest \$ Deposited With	Charlson & Wilson
General Tax Year	2024		
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

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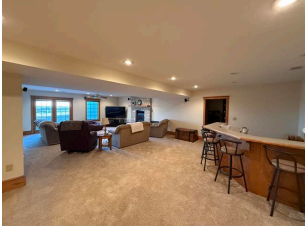
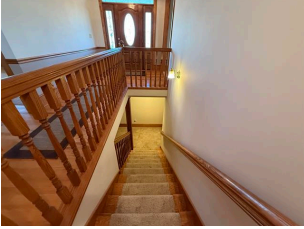
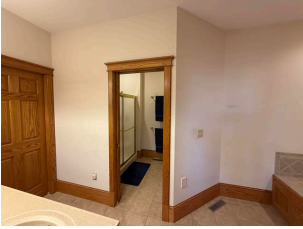
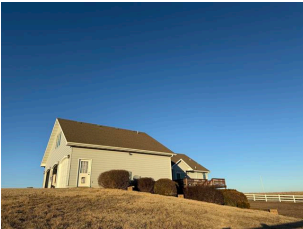
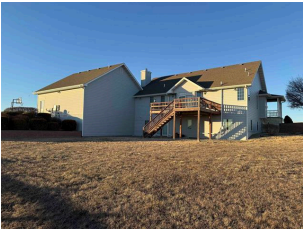
AUCTION

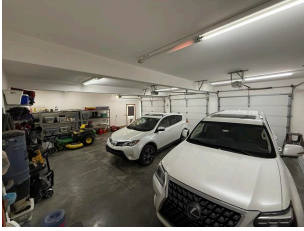
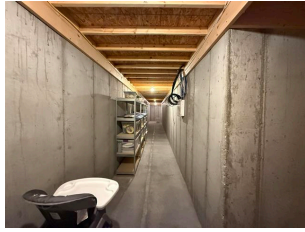
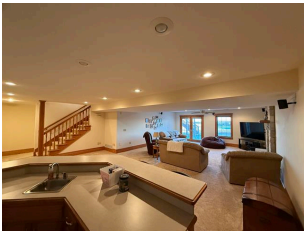
Type of Auction Sale	Reserve
Method of Auction	Live w/Online Bidding
Auction Location	201 Main St Westmoreland
Auction Offering	Real Estate Only
Auction Date	4/30/2025
Auction Start Time	11:00 AM
Broker Registration Req	Yes
Buyer Premium Y/N	No
Premium Amount	
Earnest Money Y/N	Yes

TERMS OF SALE

Terms of Sale \$10,000 Earnest Money required for each tract and shall be paid the day of the auction with the balance due on or before June 2, 2025. The property is selling in “as is” condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller.

ADDITIONAL PICTURES



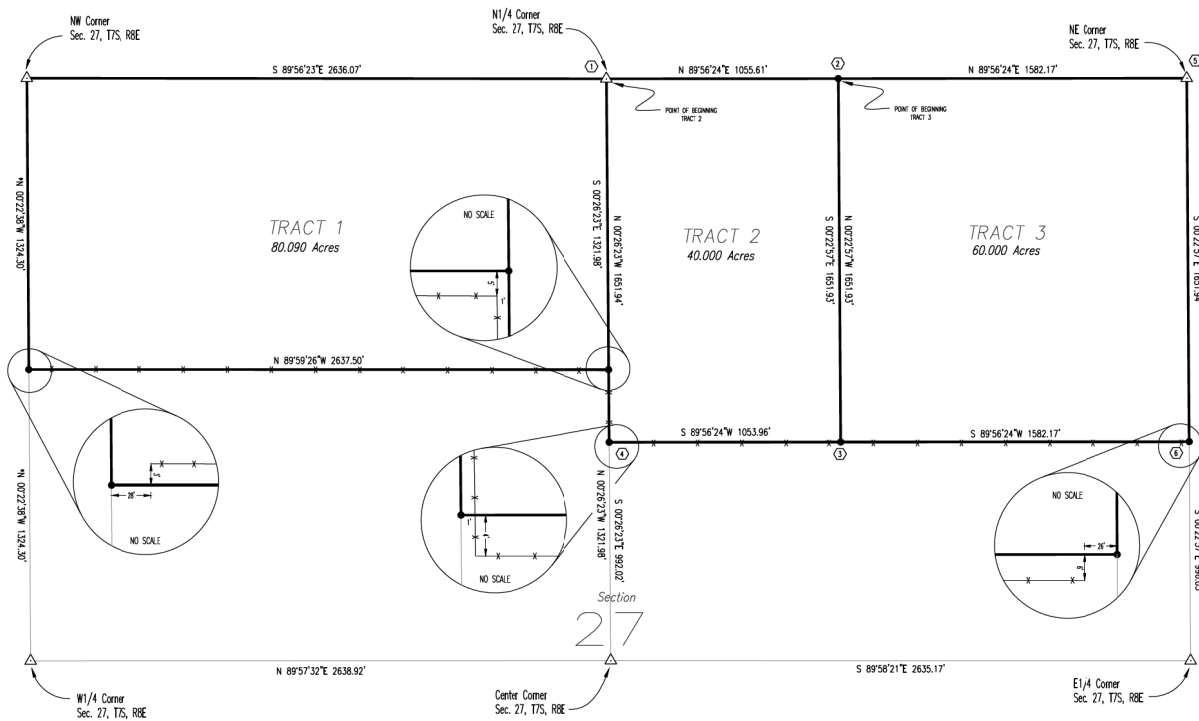


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CERTIFICATE OF SURVEY

3 Tracts in Section 27, Township 7 South, Range 8 East
Pottawatomie County, Kansas



REFERENCES:

NW CORNER - SEC. 27, T7S, R8E

1. Found 1/2" rebar
2. E. of tractway of K-13 Highway 18.5' W
3. E. of tractway of Westmoreland Road On Line
4. Spike & washer in top of fence post 81.4' NE
5. Spike in top of fence post 101.1' WSW

NORTH 1/4 CORNER - SEC. 27, T7S, R8E

1. Set stainless steel survey marker flush with road On Line
2. E. of tractway of Westmoreland Road On Line
3. Spike & 1-washer in power pole 107.7' ESE
4. Spike & 2-washers in power pole 87.2' WSW
5. Spike & 3-washers in fence post 41.5' N

NE CORNER - SEC. 27, T7S, R8E

1. Found 1/2" rebar
2. Spike & 1-washer in fence corner post 36.8' SE
3. Spike & 2-washers in power pole 46.1' SW
4. Spike & 3-washers in power pole 97.4' NW
5. E. of tractway of Sides Road 8.5' E
6. E. of tractway of Westmoreland Road On Line

WEST 1/4 CORNER - SEC. 27, T7S, R8E

1. Set 1/2" x 24" rebar with aluminum cap 48.8' E
2. Spike & washer in fence post 73.1' NE
3. Spike & 2-washers in fence post 51.6' ESE
4. Spike in power pole 31.7' W
5. E. of tractway of K-13 Highway

CENTER CORNER - SEC. 27, T7S, R8E

1. Set 1/2" x 24" rebar with aluminum cap 15.6' W
2. Spike & washer in top of fence post 37.5' ESE
3. Spike & 2-washers in 48' Elm tree On Line
4. Fence beams South On Line
5. Fence beams E-W On Line

EAST 1/4 CORNER - SEC. 27, T7S, R8E

1. Set 1/2" x 24" rebar with aluminum cap 28.5' SW
2. North end of CAP 24.2' ESE
3. Steel corner post 22.7' W
4. Spike & 2-washers in corner post On Line
5. E. of tractway of Sides Road On Line

DESCRIPTION:

Tract 1:

The North Half of the Northwest Quarter of Section 27, Township 7 South, Range 8 East of the Sixth Principal Meridian in Pottawatomie County, Kansas, containing 80.090 acres and is subject to easements and restrictions of record.

Tract 2:

A tract of land in the Northeast Quarter of Section 27, Township 7 South, Range 8 East of the Sixth Principal Meridian in Pottawatomie County, Kansas, described as follows:

Beginning at the northwest corner of the said Northeast Quarter of Section 27, being Corner 1, marked by a stainless steel survey marker; thence
N 89°56'24" E 1055.61 feet along the north line of the said Northeast Quarter of Section 27 to Corner 2, marked by a 1/2" iron bar; thence
S 07°22'57" E 1651.93 feet to a point on the west line of the aforementioned Northeast Quarter of Section 27, being Corner 3, marked by a 1/2" iron bar; thence
S 89°56'24" W 1053.96 feet to a point on the west line of the aforementioned Northeast Quarter of Section 27 and Corner 4, marked by a 1/2" iron bar; thence
N 07°26'23" W 1651.94 feet to the point of beginning, containing 40.000 acres and is subject to easements and restrictions of record.

Tract 3:

A tract of land in the Northeast Quarter of Section 27, Township 7 South, Range 8 East of the Sixth Principal Meridian in Pottawatomie County, Kansas, described as follows:

Beginning at a point on the north line of the said Northeast Quarter of Section 27 that is
N 89°56'24" E 1055.61 feet from the northeast corner of the said Northeast Quarter of Section 27, being Corner 2, marked by a 1/2" iron bar; thence
N 89°56'24" E 1582.17 feet to the northeast corner of the said Northeast Quarter of Section 27 and Corner 5, marked by a 1/2" iron bar; thence
S 07°22'57" E 1651.94 feet along the east line of the said Northeast Quarter of Section 27 to Corner 6, marked by 1/2" iron bar; thence
S 89°56'24" W 1582.17 feet to Corner 3, marked by a 1/2" iron bar; thence
N 07°22'57" W 1651.93 feet to the point of beginning, containing 60.000 acres and is subject to easements and restrictions of record.

CERTIFICATION:

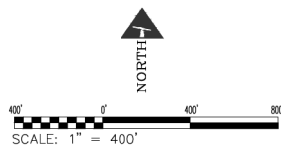
We hereby certify that we have surveyed the above tract as shown on this drawing during the month of March, 1997.

Ston & Meier Surveyors, P.A., Inc.
By: Tim Sloan

Tim Sloan, R.L.S.
Vice President



MARCH 1997



- LEGEND**
- - Monument Found (1/2" Rebar)
 - - 1/2"x24" Rebar Set
 - △ - Section Corner
 - - Corner Number
 - * - Assumed Bearing
 - - - - - Fence

N.W. Cor. Sec. 27-7-8
1/2" Iron Bar Found
Previous Survey & Pott. County Ref.

Section Line
1084.51'

Point of Beginning

N. 89°56'23" E. 2636.07'

N. 89°56'23" E. 325.94'
Road Easmt.

1225.62'

N. 1/4 Cor. Sec. 27-7-8
Stainless Steel Survey Marker
Previous Survey & Pott.
County Ref.

N. 00°00'00" E. 668.00'

Tract I
5.006 Ac.

S. 00°00'00" E. 668.00'

N. 89°56'23" W. 325.94'

Proposed House

N. 1/2 of N.W. 1/4

POTTAWATOMIE COUNTY ENGINEER
REVIEW CERTIFICATE:
This Survey has been reviewed and
approved for filing pursuant to K.S.A.
58-2005, as amended, and K.A.R.
66-12-1, as amended. No other
warranties are extended or implied.

Approved County Engineer _____ Lic.# _____
Date: _____

LEGAL DESCRIPTION:

A tract of land in the North Half of the Northwest Quarter of Section 27, Township 7 South, Range 8 East of the 6th Principal Meridian in Pottawatomie County, Kansas described as follows:

Beginning at a point on the North line of the North Half of the Northwest Quarter that is South 89 degrees 56 minutes 23 seconds East (assumed bearing) for a distance of 1084.51 feet from the Northwest Corner of the Northwest Quarter of said Section 27, said point being marked with a 1/2" iron bar offset 35.00 feet to the South;

THENCE South 89 degrees 56 minutes 23 seconds East for a distance of 325.94 feet along the North line of the North Half of the Northwest Quarter of said Section 27 to a point being marked with a 1/2" iron bar offset 35.00 feet to the South;

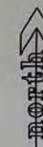
THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 668.00 feet to a 1/2" iron bar;

THENCE North 89 degrees 56 minutes 23 seconds West for a distance of 325.94 feet to a 1/2" iron bar;

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 668.00 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.006 acres more or less.



SCALE: 1" = 50'
50' 0 50' 100'

LEGEND

- PROPERTY CORNER FOUND
- 1/2" x 24" BAR SET
- △ SECTION CORNER FOUND

NOTES:

1. Bearings used on this survey are based on the North line of the North Half of the Northwest Quarter Section 27-7-8 to be N. 89°56'23" E.

2. No gaps or overlaps were found on this property.

3. No easements, setbacks, restrictions or encumbrances of record, if any, affecting the title to this tract are shown.

CERTIFICATION:

I hereby certify that the above described tract was surveyed, under my direct supervision, as shown hereon during the month of December, 2003.

SCHWAB-EATON, P. A.

JOHN B. YOUNG
Surveyor
Date: 12/6/03
KANSAS
LAND SURVEYOR

CERTIFICATE OF SURVEY

TRACT IN THE
NORTH 1/2 OF N.W. 1/4
SEC. 27-T7S-R8E

POTTAWATOMIE COUNTY, KANSAS

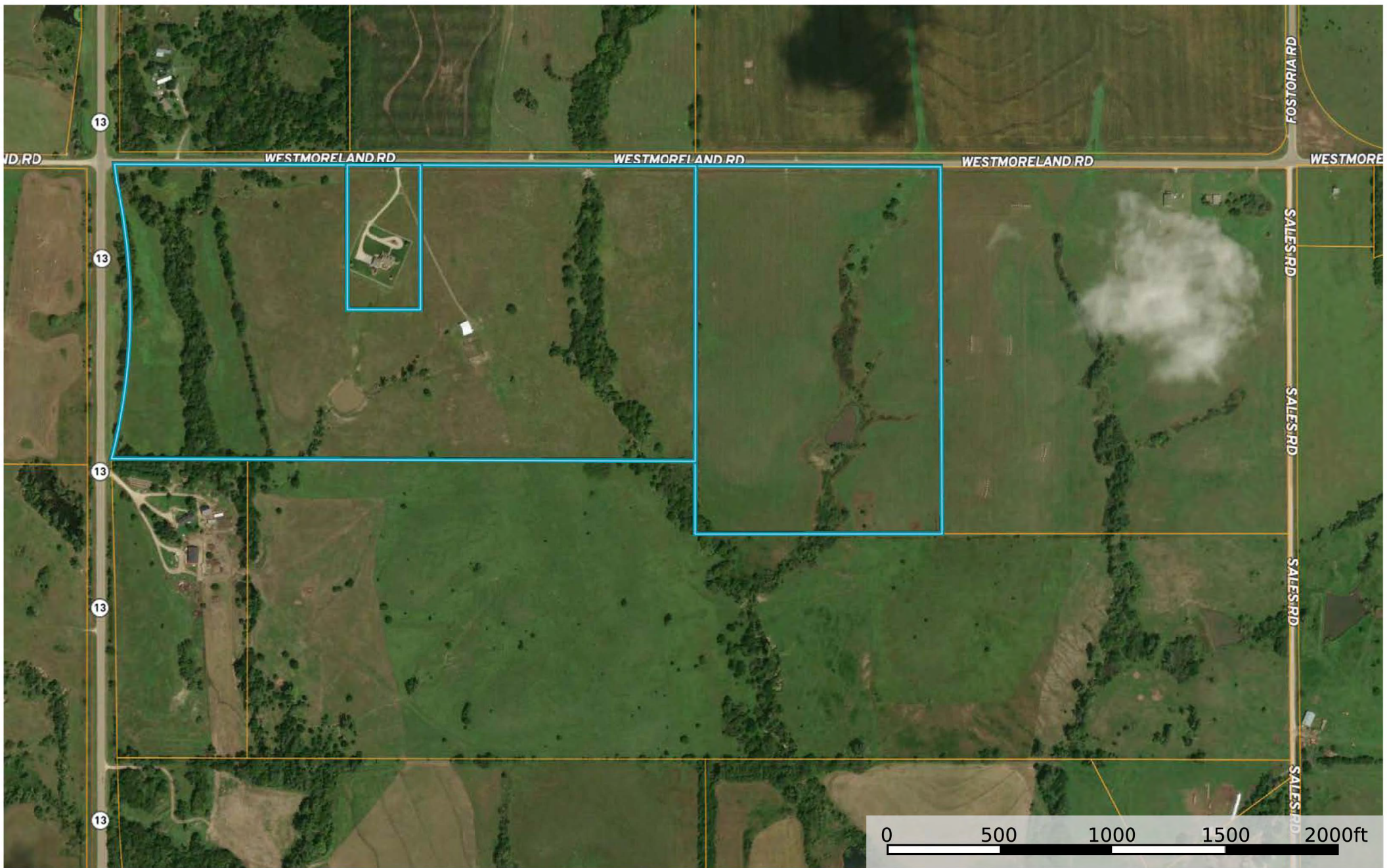
PREPARED BY

Schwab-Eaton, P.A.

CONSULTING ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS
1125 GARDEN WAY MANHATTAN, KANSAS PH 785-539-4687

DECEMBER 2003

8600 Westmoreland Rd, Westmoreland, KS
Kansas, AC +/-



Boundary 3 1 Boundary 2 Boundary 1 1 Boundary

SRNA AUCTION – LEGAL DESCRIPTIONS

00000 Westmoreland Rd. – 74.99 acres

The North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section Twenty-seven (27), Township Seven (7) South, Range Eight (8) East of the 6th P.M., in Pottawatomie County, Kansas, LESS a tract of land in the North Half of the Northwest Quarter of Section 27, Township 7 South, Range 8 East of the 6th Principal Meridian, in Pottawatomie County, Kansas, described as follows:

Beginning at a point on the North line of the North Half of the Northwest Quarter that is South 89°56'23" East (assumed bearing) for a distance of 1,084.51 feet from the Northwest corner of the Northwest Quarter of said Section 27, said point being marked with a 1/2" iron bar offset 35.00 feet to the South; thence South 89°56'23" East for a distance of 325.94 feet along the North line of the North Half of the Northwest Quarter of said Section 27 to a point being marked with a 1/2" iron bar offset 35.00 feet to the South; thence South 00°00'00" East for a distance of 669.00 feet to a 1/2" iron bar; thence North 89°56'23" West for a distance of 325.94 feet to a 1/2" iron bar; thence North 00°00'00" East for a distance of 669.00 feet to the point of beginning.

00000 Westmoreland Rd. – 40.33 acres

A tract of land in the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township Seven (7) South, Range Eight (8) East of the 6th P.M., in Pottawatomie County, Kansas, described as follows:

Beginning at the Northwest corner of the said Northeast Quarter of Section 27, being Corner 1, marked by a stainless steel survey marker; thence N. 89°56'24" E. 1055.61 feet along the North line of the said Northeast Quarter of Section 27 to Corner 2, marked by a 1/2" iron bar; thence S. 00°22'57" E. 1651.93 feet to Corner 3, marked by a 1/2" iron bar; thence S. 89°56'24" W. 1053.96 feet to a point on the West line of the aforementioned Northeast Quarter of Section 27 and Corner 4, marked by a 1/2" iron bar; thence N. 00°26'23" W. 1651.94 feet to the point of beginning.

8600 Westmoreland Rd – House & 5.006 acres

A tract of land in the North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section Twenty-seven (27), Township Seven (7) South, Range Eight (8) East of the 6th Principal Meridian, in Pottawatomie County, Kansas, described as follows:

Beginning at a point on the North line of the North Half of the Northwest Quarter that is South 89°56'23" East (assumed bearing) for a distance of 1,084.51 feet from the Northwest corner of the Northwest Quarter of said Section 27, said point being marked with a 1/2" iron bar offset 35.00 feet to the South; thence South 89°56'23" East for a distance of 325.94 feet along the North line of the North Half of the Northwest Quarter of said Section 27 to a point being marked with a 1/2" iron bar offset 35.00 feet to the South; thence South 00°00'00" East for a distance of 669.00 feet to a 1/2" iron bar; thence North 89°56'23" West for a distance of 325.94 feet to a 1/2" iron bar; thence North 00°00'00" East for a distance of 669.00 feet to the point of beginning.



SELLER'S VACANT LAND DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH RESIDENTIAL SELLER'S
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 **SELLER:** BN D. SENA TRUST & DEBORAH S. SENA TRUST

2
3 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure
4 Addendum, or described below)

5 N2 NW4 LESS OF 27.7-8E, 75+/- acres

6 Approximate date SELLER purchased Property is 1997. Property is

7 currently zoned as Agriculture.

8 Please be as complete and accurate as possible when answering the questions in this disclosure. Attach
9 additional sheets if space is insufficient for all applicable comments. SELLER acknowledges and
10 understands that the Broker(s) and potential buyer of the Property will rely upon the accuracy of facts and
11 opinions set forth in this statement.
12

13 **1. WATER SOURCE:** ☐ Public ☐ Private ☐ Well ☐ Cistern ☒ Other

14 (a) If well water, state type _____ depth _____

15 Diameter _____ age _____

16 Has water ever been tested? Yes ☐ No ☐

17 If yes, provide results of such tests in separate documentation.

18 (b) Other water systems & their condition: RURAL WATER DISTRICT

19 (c) Comments: POND

20

21 **2. GAS/ELECTRIC:**

22 (a) Is there electric service on or to the Property? Yes ☒ No ☐

23 If yes, is there a meter? Yes ☒ No ☐

24 If yes, what is the distance to the electrical service? _____

25 (b) Does the Property have heating systems? Yes ☐ No ☒

26 ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____

27 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

28 1. _____

29 2. _____

30 (c) Is gas connected to the Property? Yes ☐ No ☒

31 If not, distance to nearest source _____

32 (d) Are you aware of any additional costs to hook up utilities? Yes ☐ No ☒

33 If yes, please explain _____

34 (e) Comments: _____

35

36 **3. LAND (SOILS, DRAINAGE, BOUNDARIES):**

- 37 (a) Is the property or any portion thereof located in a flood zone, wetlands area or proposed to be
38 located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒
39 (b) Are you aware of drainage or flood problems on Property or adjacent properties? Yes ☐ No ☒
40 (c) Have any neighbors complained that Property causes drainage problems? Yes ☐ No ☒
41 (d) Has the Property had a stake survey? Yes ☒ No ☐
42 If yes, attach copy.
43 (e) Are the boundaries of the Property marked in any way? Yes ☒ No ☐
44 (f) Do you have an Improvement Location Certificate (ILC) for the Property? Yes ☐ No ☒
45 (g) Is there fencing on the Property? Yes ☒ No ☐
46 If yes, does the fencing belong to the Property? Yes ☒ No ☐
47 (h) Are you aware of any encroachments, boundary line disputes, or non-utility
48 easements affecting the Property? Yes ☐ No ☒
49 (i) Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth
50 stability problems that have occurred on the Property or in the immediate vicinity? Yes ☐ No ☒
51 If the answer is yes, please explain _____
52 _____
53 _____

- 53 (j) Are you aware of any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
54 _____

55 **4. SEWAGE:**

- 56 (a) Does the Property have any sewage facilities on or connected to it? Yes ☐ No ☒
57 If so, are they:
58 ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Cesspool
59 ☐ Lagoon ☐ Grinder Pump ☐ Other _____
60 If applicable, when last serviced? _____
61 By whom? _____
62 (b) Are you aware of any problems relating to the sewage facilities? Yes ☐ No ☒
63 _____

64 **5. HAZARDOUS CONDITIONS:**

65 **Are you aware of:**

- 66 (a) Any underground storage tanks on or near this Property? Yes ☐ No ☒
67 (b) Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
68 tanks, oil spills, tires, batteries, or other hazardous conditions? Yes ☐ No ☒
69 If so, what is the location)? _____
70 (c) Are you in possession of previous environmental reports (e.g., Phase 1
71 Environmental reports)? Yes ☐ No ☒
72 If so, attach a copy of the reports.
73 (d) Any disposal of any hazardous waste products, chemicals, polychlorinated
74 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
75 insulation on the Property or adjacent property? Yes ☐ No ☒
76 (e) Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
77 in wet areas)? Yes ☐ No ☒

- (f) Any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☒
- (g) Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes ☐ No ☒
- (h) Are you aware of any other environmental conditions on the Property or adjacent Properties? Yes ☐ No ☒
- If yes, explain _____
- (i) Have any tests been conducted on the property? Yes ☐ No ☒
- If yes, explain _____
- (j) Other: _____

6. OTHER MATTERS:

Are you aware of:

- (a) Any violation of zoning, setbacks or restrictions, or non-conforming use? Yes ☐ No ☒
- (b) Any violation of laws or regulations affecting the Property? Yes ☐ No ☒
- (c) Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- (d) Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- (e) Any current or future special assessments to the Property? Yes ☐ No ☒
- (f) Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes ☐ No ☒
- (g) Are you aware of any other condition that may prevent you from completing the sale of the Property? Yes ☐ No ☒
- (h) Any burial grounds on the Property? Yes ☐ No ☒
- (i) Any leases on the Property? Yes ☐ No ☒

If yes, describe or attach copy of lease: Pasture i CATTLE \$1600 Annually, Brome cash \$60/acre

If yes, describe tenant's rights and obligations for vacating the Property: tenant pays all expenses

lease in 12/31/25, Buyer will receive 2025 rents

- (k) Any public authority contemplating condemnation proceedings? Yes ☐ No ☒
- (l) Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? Yes ☐ No ☒
- (m) Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? Yes ☐ No ☒
- (n) The Property being placed into any of the government's Farm Plans? Yes ☐ No ☒

If so, identify the program(s) and briefly describe the details of the program(s) and in what year

does the Property come out of the program? _____

- (o) Any interest in all or part of the Property that has been reserved by previous owner or government action to benefit any other property? Yes ☐ No ☒
- (p) Any unrecorded interests affecting the Property? Yes ☐ No ☒
- (q) Anything that would interfere in passing clear title to the Buyer? Yes ☐ No ☒

118 7. SELLER OWNS:
119 Mineral rights ☒ Yes ☐ No Crops ☒ Yes ☐ No Water rights ☒ Yes ☐ No

120 Comments: _____
121

122 SELLER acknowledges that the information contained in this statement is accurate, true and complete to
123 the best of SELLER'S knowledge, information and belief; SELLER has provided all the information
124 contained in this SELLER'S Vacant Land Disclosure and Condition of Property Addendum; and that the
125 Broker has not prepared, nor assisted in the preparation of this Statement. SELLER hereby authorizes
126 Broker to provide copies of this Statement to other real estate brokers and agents and prospective
127 buyers of the Property.
128

129 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
130 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
131 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

132 Deborah S. Srna 03/17/2025
133
134 SELLER _____ DATE SELLER _____ DATE

135 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
136
137

- 138 1. I understand and agree that the information in this form is limited to information of which SELLER has
139 actual knowledge and that SELLER need only make an honest effort at fully revealing the information
140 requested.
141 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or
142 BROKER(S) or agents concerning the condition or value of the Property.
143 3. I agree to verify any of the above information, and any other important information provided by
144 SELLER or BROKER (including any information obtained through the Multiple Listing Service) by an
145 independent investigation of my own. I have been specifically advised to have the property examined
146 by professional inspectors.
147 4. I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical
148 defects in the Property.
149 5. I specifically represent that there are no important representations concerning the condition or value
150 of the Property made by SELLER or BROKER on which I am relying except as may be fully set forth
151 in writing and signed by them.
152
153

154 BUYER _____ DATE BUYER _____ DATE

Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer be valid.

Seller's Vacant Land Disclosure and Condition Addendum 2008
Page 4 of 4



SELLER'S VACANT LAND DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH RESIDENTIAL SELLER'S
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 **SELLER:** Jon D. Srna + Deborah S. Srna

2
3 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure
4 Addendum, or described below)

5 N2NE4 + N330.52 N4E LESS of 27-7-8E 40+/- acres

6 Approximate date SELLER purchased Property is 1997. Property is

7 currently zoned as Agriculture.

8 Please be as complete and accurate as possible when answering the questions in this disclosure. Attach
9 additional sheets if space is insufficient for all applicable comments. SELLER acknowledges and
10 understands that the Broker(s) and potential buyer of the Property will rely upon the accuracy of facts and
11 opinions set forth in this statement.
12

13 **1. WATER SOURCE:** ☐ Public ☐ Private ☐ Well ☐ Cistern ☐ Other

14 (a) If well water, state type _____ depth _____

15 Diameter _____ age _____

16 Has water ever been tested? Yes ☐ No ☐

17 If yes, provide results of such tests in separate documentation.

18 (b) Other water systems & their condition: _____

19 (c) Comments: POND
20

21 **2. GAS/ELECTRIC:**

22 (a) Is there electric service on or to the Property? Yes ☒ No ☐

23 If yes, is there a meter? Yes ☐ No ☒

24 If yes, what is the distance to the electrical service? _____

25 (b) Does the Property have heating systems? Yes ☐ No ☒

26 ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____

27 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

28 1. _____

29 2. _____

30 (c) Is gas connected to the Property? Yes ☐ No ☒

31 If not, distance to nearest source _____

32 (d) Are you aware of any additional costs to hook up utilities? Yes ☐ No ☒

33 If yes, please explain _____

34 (e) Comments: _____
35

- 36 **3. LAND (SOILS, DRAINAGE, BOUNDARIES):**
- 37 (a) Is the property or any portion thereof located in a flood zone, wetlands area or proposed to be
- 38 located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒
- 39 (b) Are you aware of drainage or flood problems on Property or adjacent properties? Yes ☐ No ☒
- 40 (c) Have any neighbors complained that Property causes drainage problems? Yes ☐ No ☒
- 41 (d) Has the Property had a stake survey? Yes ☒ No ☐
- 42 If yes, attach copy.
- 43 (e) Are the boundaries of the Property marked in any way? Yes ☒ No ☐
- 44 (f) Do you have an Improvement Location Certificate (ILC) for the Property? Yes ☐ No ☒
- 45 (g) Is there fencing on the Property? Yes ☒ No ☐
- 46 If yes, does the fencing belong to the Property? Yes ☒ No ☐
- 47 (h) Are you aware of any encroachments, boundary line disputes, or non-utility
- 48 easements affecting the Property? Yes ☐ No ☒
- 49 (i) Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth
- 50 stability problems that have occurred on the Property or in the immediate vicinity? Yes ☐ No ☒
- 51 If the answer is yes, please explain _____

- 52
- 53 (j) Are you aware of any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
- 54

- 55 **4. SEWAGE:**
- 56 (a) Does the Property have any sewage facilities on or connected to it? Yes ☐ No ☒
- 57 If so, are they:
- 58 ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Cesspool
- 59 ☐ Lagoon ☐ Grinder Pump ☐ Other _____
- 60 If applicable, when last serviced? _____
- 61 By whom? _____
- 62 (b) Are you aware of any problems relating to the sewage facilities? Yes ☐ No ☐
- 63

- 64 **5. HAZARDOUS CONDITIONS:**
- 65 **Are you aware of:**
- 66 (a) Any underground storage tanks on or near this Property? Yes ☐ No ☒
- 67 (b) Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
- 68 tanks, oil spills, tires, batteries, or other hazardous conditions? Yes ☐ No ☒
- 69 If so, what is the location)? _____
- 70 (c) Are you in possession of previous environmental reports (e.g., Phase 1
- 71 Environmental reports)? Yes ☐ No ☒
- 72 If so, attach a copy of the reports.
- 73 (d) Any disposal of any hazardous waste products, chemicals, polychlorinated
- 74 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
- 75 insulation on the Property or adjacent property? Yes ☐ No ☒
- 76 (e) Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
- 77 in wet areas)? Yes ☐ No ☒

- (f) Any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☒
- (g) Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes ☐ No ☒
- (h) Are you aware of any other environmental conditions on the Property or adjacent Properties? Yes ☐ No ☒
- If yes, explain _____
- (i) Have any tests been conducted on the property? Yes ☐ No ☒
- If yes, explain _____
- (j) Other: _____

6. OTHER MATTERS:

Are you aware of:

- (a) Any violation of zoning, setbacks or restrictions, or non-conforming use? Yes ☐ No ☒
- (b) Any violation of laws or regulations affecting the Property? Yes ☐ No ☒
- (c) Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- (d) Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- (e) Any current or future special assessments to the Property? Yes ☐ No ☒
- (f) Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes ☐ No ☒
- (g) Are you aware of any other condition that may prevent you from completing the sale of the Property? Yes ☐ No ☒
- (h) Any burial grounds on the Property? Yes ☐ No ☒
- (i) Any leases on the Property? Yes ☒ No ☐

If yes, describe or attach copy of lease: Hay - 60/40, tenant purchases 40%.

If yes, describe tenant's rights and obligations for vacating the Property: tenants rights cease 12/31/25. Buyer will receive 2025 rents.

- (k) Any public authority contemplating condemnation proceedings? Yes ☐ No ☒
- (l) Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? Yes ☐ No ☒
- (m) Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? Yes ☐ No ☒
- (n) The Property being placed into any of the government's Farm Plans? Yes ☐ No ☒

If so, identify the program(s) and briefly describe the details of the program(s) and in what year

does the Property come out of the program? _____

- (o) Any interest in all or part of the Property that has been reserved by previous owner or government action to benefit any other property? Yes ☐ No ☒
- (p) Any unrecorded interests affecting the Property? Yes ☐ No ☒
- (q) Anything that would interfere in passing clear title to the Buyer? Yes ☐ No ☒

118

7. SELLER OWNS:

119

Mineral rights ☒ Yes ☐ No

Crops ☒ Yes ☐ No

Water rights ☒ Yes ☐ No

120

Comments: _____

121

122

SELLER acknowledges that the information contained in this statement is accurate, true and complete to

123

the best of SELLER'S knowledge, information and belief; SELLER has provided all the information

124

contained in this SELLER'S Vacant Land Disclosure and Condition of Property Addendum; and that the

125

Broker has not prepared, nor assisted in the preparation of this Statement. SELLER hereby authorizes

126

Broker to provide copies of this Statement to other real estate brokers and agents and prospective

127

buyers of the Property.

128

129

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,

130

THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.

131

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

132

133

Deborah S. Srna

03/17/2025

134

SELLER

DATE

SELLER

DATE

135

136

BUYER ACKNOWLEDGEMENT AND AGREEMENT

137

138

1. I understand and agree that the information in this form is limited to information of which SELLER has

139

actual knowledge and that SELLER need only make an honest effort at fully revealing the information

140

requested.

141

2. This property is being sold to me without warranties or guaranties of any kind by SELLER or

142

BROKER(S) or agents concerning the condition or value of the Property.

143

3. I agree to verify any of the above information, and any other important information provided by

144

SELLER or BROKER (including any information obtained through the Multiple Listing Service) by an

145

independent investigation of my own. I have been specifically advised to have the property examined

146

by professional inspectors.

147

4. I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical

148

defects in the Property.

149

5. I specifically represent that there are no important representations concerning the condition or value

150

of the Property made by SELLER or BROKER on which I am relying except as may be fully set forth

151

in writing and signed by them.

152

153

154

BUYER

DATE

BUYER

DATE



**SELLER'S DISCLOSURE AND
CONDITION OF PROPERTY ADDENDUM
(Residential)**

1 **SELLER:** Jon D. and Debbie S. SENA
2 **PROPERTY:** 8600 WESTMORELAND RD. WESTMORELAND, KS 66549
3

4 **1. SELLER'S INSTRUCTIONS**

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts, past and present,
6 **KNOWN TO SELLER** which may materially affect the value of the Property. This disclosure statement is
7 designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers
8 will rely on this information.
9

10 **2. NOTICE TO BUYER**

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not
12 a substitute for any inspections or warranties. It is not a warranty of any kind by SELLER or a warranty
13 or representation by the Broker(s) or their licensees.
14

15 **3. OCCUPANCY**

16 Approximate age of Property? 2004 How long have you owned? 2004
17 Does SELLER currently occupy the Property? Yes ☒ No ☐

18 If not, how long has it been since SELLER occupied the Property? _____ years/months.
19

20 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH
21 SELLER'S LAND DISCLOSURE ALSO.)**

- 22 (a) Fill or expansive soil on the Property? Yes ☐ No ☒
23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on
24 the Property? Yes ☐ No ☒
25 (c) Is the Property in a mapped Fort Riley noise zone? Yes ☐ No ☒
26 (d) Is the Property in a mapped airport overlay district zone? Yes ☐ No ☒
27 (e) In which Unified School District (USD) is the Property located? USD 323
28 (f) Is the Property or any portion thereof located in a flood zone or wetlands area,
29 as designated by FEMA or any federal, state or local governmental agency? Yes ☐ No ☒
30 (g) Do you pay flood insurance premiums? Yes ☐ No ☒
31 (h) If yes, is it required by your current mortgage lender? Yes ☐ No ☒ n/a
32 (i) Drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
33 (j) Are the boundaries of the Property marked in any way? Yes ☒ No ☐
34 (k) Do you have a Certificate of Survey of the Property? If yes, attach copy Yes ☒ No ☐
35 (l) Encroachments, boundary line disputes, or non-utility easements affecting
36 the Property? Yes ☐ No ☒
37 (m) Any fencing on the Property? Yes ☒ No ☐
38 (n) If yes, does fencing belong to the Property? Yes ☒ No ☐
39 (o) Diseased, dead, or damaged trees or shrubs on the Property? Yes ☒ No ☐
40 (p) Gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒

41 If any of the answers in this section are "Yes", explain in detail: _____

42 39 one dead tree

43 _____

44 _____

45 _____

46 **5. ROOF:**

47 (a) Approximate Age: 21 years ☐ Unknown

48 Type: asphalt composite

49 (b) Any problems with the roof, flashing or rain gutters? Yes ☐ No ☒

50 If so, what was the date of the occurrence? _____

51 (c) Any repairs to the roof, flashing or rain gutters? Yes ☒ No ☐

52 Date of and company performing such repairs 2022 / Weddle and Sons

53 (d) Any roof replacement?

54 If yes, was it: ☐ Complete or ☐ Partial Yes ☐ No ☒

55 (e) What is the number of layers currently in place: 1 layers, or ☐ Unknown.

56 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and
57 other documentation are attached) 2022 storm damage repairs to roof, gutters

58 and siding

59 _____

60 _____

61 _____

62 **6. INFESTATION – ARE YOU AWARE OF:**

63 (a) Any termites, wood destroying insects, or **other** pests on the Property? Yes ☐ No ☒

64 (b) Any damage to the property by termites, wood destroying insects or **other**
65 pests? Yes ☐ No ☒

66 (c) Any termite, wood destroying insects or other pest control treatments on the
67 Property in the last five years? Yes ☐ No ☒

86 If yes, list company, when and where treated _____

69 (d) Any warranty, bait stations or other treatment coverage by a licensed pest
70 control company on the Property? Yes ☐ No ☒

71 If yes, the annual cost of service renewal is \$ _____ and the time remaining on the
72 service contract is _____. (Check One)

73 ☐ The treatment system stays with the Property, or ☐ the treatment system is subject to
74 removal by the treatment company if annual service fee is not paid.

75 If any of the answers in this section are "Yes", explain in detail (attach any receipts): _____

76 c) termite treatment when house was built

77 _____

78 _____

79 _____

80 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:**

- 81 (a) Movement, shifting, deterioration, or other problems with walls, foundations,
82 crawl space or slab? Yes ☐ No ☒
- 83 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
84 crawl space, basement floor or garage? Yes ☒ No ☐
- 85 (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes ☐ No ☒
- 86 (d) Any water leakage or dampness in the house, crawl space or basement? ... Yes ☐ No ☒
- 87 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- 88 (f) Any problems with driveways, patios, decks, fences or retaining walls on
89 the Property? Yes ☒ No ☐
- 90 (g) Any problems with fireplace and/or chimney? Yes ☐ No ☒
- 91 Date of last cleaning? 2014 wood-basement, gas-main
- 92 (h) Does the Property have a sump pump? Yes ☐ No ☒
- 93 (i) Any repairs or other attempts to control the cause or effect of any problem
94 described above? Yes ☒ No ☐

95 **If any of the answers in this section are "Yes", explain in detail. When describing repairs or control**
96 **efforts, describe the location, extent, date, and name of the person who did the repair or control effort and**
97 **attach, if available, any inspection reports, estimates or receipts:** 7b) natural settling, small

98 g) used very few times since 2014 crack in kitchen from accident repairs
99 7f) deck needs restaining 7d) Spot in bonus room is oil from
100 equipment. No water intrusion since added stone under front porch. Always
101 monitor when heavy rains and wind strong from the south.

102 **8. ADDITIONS AND/OR REMODELING:**

- 103 (a) Are you aware of any additions, structural changes, or other material
104 alterations to the Property? Yes ☐ No ☒

105 **If "Yes", explain:** _____

106 _____

- 107 (b) If "Yes", were all necessary permits and approvals obtained, and was all
108 work in compliance with building codes? N/A ☒ Yes ☐ No ☐

109 **If "No", explain:** _____

110 _____

111 _____

112 **9. PLUMBING RELATED ITEMS:**

- 113 (a) What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern
114 If well water, state type _____ depth _____
115 diameter _____ age _____

- 116 (b) If the drinking water source is a well, when was the water last tested and what
 117 was the result of the test? _____
- 118 (c) Is there a water softener on the Property? Yes ☒ No ☐
 119 (If so, is it: ☐ Leased ☒ Owned?)
- 120 (d) Is there a water purifier system? under Kitchen sink system Yes ☒ No ☐
 121 (If so, is it: ☐ Leased ☒ Owned?)
- 122 (e) What type of sewage system serves the Property? ☐ Public Sewer, or ☐ Private Sewer, or
 123 ☒ Septic System, or ☐ Cesspool, or ☐ Lagoon, or ☐ Other _____
- 124 (f) If there is a septic system, is there a sewage pump on the septic system? ... Yes ☐ No ☒
 125 (g) Is there a grinder pump system? Yes ☐ No ☒
 126 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system
 127 last serviced? 2024 By whom? CAT CANIS
- 128 (i) Is there a sprinkler system? Yes ☐ No ☒
 129 Does sprinkler system cover full yard? N/A ☐ Yes ☐ No ☐
 130 If "No", explain: _____
- 131 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer
 132 or pool? Yes ☐ No ☒
 133 Are city/county compliance inspections required? Yes ☐ No ☒
 134 If yes, date of last inspection _____
- 135 (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing,
 136 water, and sewage related systems? Yes ☐ No ☒
 137 (l) Type of plumbing material currently used in the Property:
- 138 ☐ Copper ☐ Galvanized ☒ Other PRC
- 139 The location of the main water shut-off is in storm shelter

140 (m) The location of the sewer line clean out trap is: behind fence in backyard
 141 If your answer to any of the questions in this section is "Yes", explain in detail and provide
 142 available documentation: jacuzzi tub jets arent working
 143 g) water meter by gate
 144 _____
 145 _____
 146 _____

10. HEATING AND AIR CONDITIONING:

- 148 (a) Does the Property have air conditioning? Yes ☒ No ☐
 149 ☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s) large geothermal
 150 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- | | | | | | | |
|----|--------|--|--|----------|------|-------------|
| 1. | 21 yrs | | | basement | 2023 | Ground |
| 2. | | | | | | Source Inc. |
- 151
152

(b) Does the Property have heating systems? Yes ☒ No ☐

☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Fuel Tank ☒ Other Geothermal
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

1. _____

2. _____

(c) Are there rooms without heat or air conditioning? Yes ☐ No ☒

If yes, which room(s)? _____

(d) Does the Property have a water heater? Yes ☒ No ☐

☒ Electric ☐ Gas ☐ Solar

Unit Age of Unit Capacity (gallons) Location Last Date Serviced/By Whom?

1. 8 years 50 gal. basement 2022 Flint Hills
Plumbing

2. _____

(e) Are you aware of any problems regarding these items? Yes ☐ No ☒

If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail: _____

11. ELECTRICAL SYSTEM:

(a) Type of material used: ☒ Copper ☐ Aluminum ☐ Unknown

(b) Type of electrical panel(s): ☒ Breaker ☐ Fuse

Location of electrical panel(s): basement mechanical room

Size of electrical panel (total amps), if known: _____

(c) Are you aware of any problem with the electrical system? Yes ☐ No ☒

If "Yes", explain in detail: _____

12. HAZARDOUS CONDITIONS:

(a) Underground tanks on the Property? Yes ☐ No ☒

(b) Landfill on the Property? Yes ☐ No ☒

- 185 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes ☐ No ☒
- 186 (d) Has the Property been tested for any of the above listed items? Yes ☐ No ☒
- 187 (e) Have you had the property tested for radon? Yes ☒ No ☐
- 188 (f) Have you had the property tested for mold? Yes ☐ No ☒
- 189 (g) Are you aware of any other environmental issues? Yes ☐ No ☒
- 190 (h) Are you aware of any methamphetamine or controlled substances ever being
191 used or manufactured on the Property? Yes ☐ No ☒

192 If your answer to any of the questions in this section is "Yes", explain in detail and attach test

193 results:

194 e) radon mitigation system installed in 2017

195
196
197 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 198 (a) Are you aware of any current/pending bonds, assessments, or special taxes
199 that apply to Property? Yes ☐ No ☒
- 200 Amount: \$ _____
- 201 (b) Are you aware or have you received any notice of any condition or proposed
202 change in your neighborhood or surrounding area? Yes ☐ No ☒
- 203 (c) Is the Property subject to covenants, conditions, and restrictions of a
204 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- 205 (d) Are you aware of any violations of such covenants and restrictions? Yes ☐ No ☒
- 206 (e) Does the Homeowner's Association impose its own transfer fee when this
207 Property is sold? Yes ☐ No ☒
- 208 If "yes", what is the amount? \$ _____
- 209 (f) Homeowners Association dues in the amount of \$ _____ are payable ☐ yearly ☐ quarterly
210 ☐ monthly. Homeowners Association contact name, phone number, website, or email address:

- 212 (g) Are you aware of any defect, damage, proposed change or problem with any
213 common elements or common areas? Yes ☐ No ☒
- 214 (h) Are you aware of any condition or claim which may result in any change to
215 assessments or fees? Yes ☐ No ☒
- 216 (i) Are streets privately owned? Yes ☐ No ☒
- 217 (j) Is Property in a historic, conservation or special review district that
218 requires any alterations or improvements to Property be approved by a
219 board or commission? Yes ☐ No ☒
- 220 (k) Is Property subject to tax abatement? Yes ☐ No ☒
- 221 (l) Is Property subject to a right of first refusal? Yes ☒ No ☐

222 If the answer to any of the above questions is "Yes" except (c), explain in detail, including

223 amounts, if applicable:

224 1) First right of refusal has been released + filed

14. OTHER MATTERS:

- (a) Are you aware of any of the following?
☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- (b) Are you aware of any fire damage to the Property? Yes ☐ No ☒
- (c) Are there any liens, other than mortgage(s) currently on the Property? Yes ☐ No ☒
- (d) Are there any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- (e) Are you aware of any other conditions that may materially and adversely affect the value or desirability of the Property? Yes ☐ No ☒
- (f) Are you aware of any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes ☐ No ☒
- (g) Have you had a pet in the Property? Yes ☒ No ☐
- (h) Are you aware of any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☒
- (i) Do you have keys for all exterior doors, including garage doors in the home? Yes ☒ No ☐
- List locks without keys _____
- (j) Are you aware of any violation of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- (k) Are you aware of any unrecorded interests affecting the Property? Yes ☐ No ☒
- (l) Are you aware of anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒
- (m) Are you aware of any existing or threatened condemnation or other legal action pertaining to the Property? Yes ☐ No ☒
- (n) Are you aware of any litigation or settlement of litigation pertaining to this Property? Yes ☐ No ☒
- (o) Have you added any insulation since you have owned the Property? Yes ☐ No ☒
- (p) Have you replaced any appliances that remain with the Property in the past five years? Yes ☐ No ☒
- (q) Are there any transferable warranties on the Property or any of its components? Yes ☐ No ☒
- (r) Have you made any insurance or other claims pertaining to this Property in the past 5 years? Yes ☒ No ☐
- (s) If yes, were repairs from claim(s) completed? Yes ☒ No ☐
- Are you aware of any use of synthetic stucco in the Property? Yes ☐ No ☒

If any of the answers in this section are "Yes", (except i), explain in detail:

2022 hail damage to roof, siding, gutters (all repaired)

15. UTILITIES: Identify the name and phone number for utilities listed below.

Electric Company Name - Bluestem Electric Phone 785-456-2212

Gas Company Name - Wanklyn Oil Phone _____

Water Company Name - Pott. Co. RWD 2 Phone 785-468-3542

268 **16. PERSONAL PROPERTY, EQUIPMENT AND APPLIANCES**

269 In consideration of Buyer completing the purchase of the property set forth in #1 above and for no
 270 additional value, it is agreed that the following items located in the subject property shall transfer to
 271 Buyer at closing:

272
 273 **Check if staying:**

274

☐ Air Conditioning Window Units, # _____	☒ Propane Tank ☒ Own ☐ Lease	☐ Stove Vent Hood/Downdraft
☒ Central vac and attachments	☒ Refrigerator Location of Refrigerator <u>Kitchen</u>	☐ Sump Pump
☒ Dishwasher	☒ Security System ☒ Own ☐ Lease	☐ Swimming Pool & Equipment
☐ Fireplace insert		☐ TV Antenna/Receiver/Satellite Dish ☐ Own ☐ Lease
☒ Garage door opener(s), # <u>3</u>	☒ Garage Door Transmitter(s), # <u>3</u> ☒ Own ☐ Lease	☒ Water Softener and/or purifier ☒ Own ☐ Lease
☒ Laundry - Washer	☐ Smart home devices (identify) _____	☒ Window curtains and drapes (identify) <u>shades</u>
☒ Laundry - Dryer	☐ Spa/Hot Tub/Sauna & Equipment	☐ Wood/pellet burning stove
☒ Microwave Oven	☐ Statuary/Yard Art	
☒ Oven ☒ Elec. ☐ Gas ☐ Convection	☒ Stovetop ☒ Elec. ☐ Gas	
☒ Other <u>gate opener</u>	☐ Other _____	☐ Other _____
☒ Other <u>electric fence</u>	☐ Other _____	☐ Other _____
☒ Other <u>gun safe</u>	☐ Other _____	☐ Other _____

285
 286
 287
 288
 289
 290 **17. ADDITIONAL DISCLOSURES**

291 Disclose any material information or property inspections and describe any significant repairs,
 292 improvements or alterations to Property not fully revealed above. If applicable, state who did the work.
 293 Attach to this disclosure any repair estimates, inspection reports, invoices, notices or other documents
 294 describing or referring to the matters revealed herein:

295 Electric fence - connected to 3 rail fence. Fencer plugged in.
 296 Windows - some window cladding and wood window sills
 297 need repaired. Extra window for any of bedrooms downstairs.
 298 House materials in closet in fitness room.

The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective BUYER of the property and to real estate brokers and salespeople. SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (Initial and date any changes and/or attach a list of additional changes. If attached, # of pages).

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

D. Srna 3/16/2025
SELLER DATE SELLER DATE
BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and that SELLER need only make an honest effort at fully revealing the information requested.
2. This property is being sold to me without warranties or guaranties of any kind by SELLER or Broker(s) or agents concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects in Property.
5. I specifically represent that there are no important representations concerning the condition or value of Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing and signed by them.

BUYER DATE BUYER DATE

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Seller's Disclosure and Condition of Property Addendum-2019
Page 9 of 9

Serial: 020097-100174-0501100

Prepared by: Len Rogge | Gene Francis & Associates | len@genefrancis.com

Form
Simplicity

Heritage Builders

1218 Hostetler Dr
Manhattan, KS 66502 US
kal@theheritagebuilders.com



HERITAGE BUILDERS

1218 HOSTETLER DR | MANHATTAN, KS 66502 | 785-778-4001
WWW.THEHERITAGEBUILDERS.COM

INVOICE

BILL TO
Debbie Sma
8600 Westmoreland Rd.
Westmoreland, Ks 66549

INVOICE 4840
DATE 01/16/2024
TERMS Due on receipt
DUE DATE 01/16/2024

JOB NAME
Sma, Debbie - HM - Siding Repa

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/16/2024	Handyman	MATERIALS			1,593.40
01/16/2024	Handyman	20 LABOR HRS	20	65.00	1,300.00

SIDING MATERIALS: \$1099.02
PAINT MATERIALS: \$33.78

SUBTOTAL	2,893.40
TAX	0.00
TOTAL	2,893.40

BALANCE DUE \$2,893.40

INVOICE

Heritage Builders
1218 Hostetler Dr
Manhattan, KS 66502

kat@theheritagebuilders.com
+1 (785) 776-6011
www.theheritagebuilders.com



Srna, Debbie: Srna - HB - Siding Repairs

Bill to
Debbie Srna
8600 Westmoreland Rd.
Westmoreland, Ks 66549

Ship to
Debbie Srna
8600 Westmoreland Rd.
Westmoreland, Ks 66549

Invoice details

Job Name: Srna - HB - Siding Repairs

Invoice no.: 5285
Terms: Due on receipt
Invoice date: 11/08/2024
Due date: 11/08/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/08/2024	Remodel	FINAL INVOICE			\$5,000.00

Total \$5,000.00

Contact Heritage Builders to pay.

PAID 11/14

CHECK # 2674

Guy Dm

Dean Altenhofen

11/13/2022

15945 Cree Road

Westmoreland, Kansas 66549

(Project Owner: Debbie Srna)

Roof Repairs:

Shingles, Ridge Shingles, Flashing Sealant, Nails	\$150.00
Removal of Shingles	\$50.00
Labor Replacement of shingles (Steep Roof)	\$200.00
Total	\$400.00

Note: Repairs to the roof were for the wind damage

Siding Repairs:

Siding and Nails	\$82.00
Scaffolding	\$100.00
Labor	\$375.00
Total	\$557.00

Grand Total Due	\$957.00
-----------------	----------



Weddle and Sons, Inc.

2601 Anderson Ave, Suite 200A | Manhattan, KS 66502
(785) 532-8347 | manhattan@weddleandsons.com
www.weddleandsons.com/manhattan
Kansas Roofing Registration #13-115046

September 15, 2022

Prepared for: Debbie Srna

Estimate and specifications for a roof located at: 8600 Westmoreland Road Westmoreland, Kansas 66549

Scope of Work:

- ☒ Provide on-site Weddle and Sons quality control specialist for entire duration of job
- ☒ Tear off and dispose of existing guttering
- ☒ **Install 5" seamless aluminum gutters with one 3"x4" downspouts**
- ☒ **Provide 1-year workmanship roofing system warranty, fully transferable**

Price (including all labor, materials, and taxes):

House Gutters:	\$	2,226.00
Total:	\$	2,226.00

Options (Please initial next to the options you would like included in your bid):

- ☐ ____ Install new 3"x4" downspouts on entire house - **Add: \$700.00**

Terms:

Initial insurance payment, deductible, and additional option costs due at project start date. Final payment due upon completion and customer receipt of final insurance payments, but no later than 30 days after completion. For projects with multiple scopes, we may invoice individual scopes upon completion with payment due for the scope or set of scopes under our normal terms.

Acceptance of Proposal:

Authorized Signature: Debbie Srna Date: Sep 17, 2022

Please return a signed copy of this bid (email, fax, mail, or photo)





Abbreviated 156 Farm Record

Operator Name : ALTENHOFEN CATTLE LLC

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
119.56	11.10	11.10	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	11.10		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT, CORN, SORGH

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	0.60	0.00	35	
Corn	0.60	0.00	63	
Grain Sorghum	4.60	0.00	64	
TOTAL	5.80	0.00		

NOTES

--

Tract Number : 3991

Description : N2NW4&40ANE4 27-7-8

FSA Physical Location : KANSAS/POTTAWATOMIE

ANSI Physical Location : KANSAS/POTTAWATOMIE

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : JON D SRNA, DEBBIE S SRNA

Other Producers : TRAVIS DEAN ALTENHOFEN

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
119.56	11.10	11.10	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 3991 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	11.10	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.60	0.00	35
Corn	0.60	0.00	63
Grain Sorghum	4.60	0.00	64
TOTAL	5.80	0.00	

NOTES

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

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

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

FSA - 578 (09-13-16)

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

DATE: 07/18/2024
PAGE: 1

Operator Name and Address

ALTENHOFEN CATTLE LLC

15945 CREE RD

WESTMORELAND, KS 66549-9534

Original: PKD

Revision: _____

Cropland: 11.10

Farmland: 119.56

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date
3991	1	GRASS	SMO	FG		N	C	N	I	A	0.68		Yes		O	10/22/2012	01	CC
Producer ALTENHOFEN CATTLE LLC					Share 100.00	FSA Physical Location Pottawatomie, Kansas										NAP Unit 3718	Signature Date 02/03/2020	
2		GRASS	SMO	FG		N	C	N	I	A	5.37		Yes		O	10/22/2012	01	CC
Producer ALTENHOFEN CATTLE LLC					Share 100.00	FSA Physical Location Pottawatomie, Kansas										NAP Unit 3718	Signature Date 02/03/2020	
3		GRASS	SMO	FG		N	C	N	I	A	5.05		Yes		O	10/22/2012	01	CC
Producer ALTENHOFEN CATTLE LLC					Share 100.00	FSA Physical Location Pottawatomie, Kansas										NAP Unit 3718	Signature Date 02/03/2020	
4A		GRASS	NAG	GZ		N	C	N	I	A	108.46		No		N		01	CC
Producer ALTENHOFEN CATTLE LLC					Share 100.00	FSA Physical Location Pottawatomie, Kansas										NAP Unit 3718	Signature Date 02/03/2020	

Tract 3991 Summary

PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01	GRASS	SMO	FG	N	A	11.10	01	GRASS	NAG	GZ	N	A	108.46				
Photo Number/Legal Description: N2NW4&40ANE4 27-7-8																	
Cropland: 11.10					Reported on Cropland: 11.10					Difference: 0.00					Reported on Non-Cropland: 108.46		

FSA - 578 (09-13-16)

REPORT OF COMMODITIES

Farm Number: 4156

FARM SUMMARY

DATE: 07/18/2024

PAGE: 2

Operator Name and Address

ALTENHOFEN CATTLE LLC

15945 CREE RD

WESTMORELAND, KS 66549-9534

Original: PKD

Revision: _____

Cropland: 11.10

Farmland: 119.56

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

			Crop/ Commodity	Variety/ Type	Share				Crop/ Commodity	Variety/ Type	Share				Crop/ Commodity	Variety/ Type	Share
ALTENHOFEN CATTLE LLC			GRASS	NAG	100.00				GRASS	SMO	100.00						
Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity		Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity	
01	GRASS	NAG	GZ	N	A	108.46			01	GRASS	SMO	FG	N	A	11.10		

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Producer's Signature (By)							Title/Relationship of Individual Signing in the Representative Capacity					Date				

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) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

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



United States Department of Agriculture Farm Service Agency

Pottawatomie County



Map created on 10/14/2022

Farm: 4156

Tract: 3991

Land Class

- Cropland
- Not Cropland

Wetland Determination Identifiers

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

Unless noted on field:

- | | |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass NAG, NI, LS |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG |
| 5/ Grass NAG, NI, GZ | 10/ Grass SMO, NI, LS |

2023 crop year



United States Department of Agriculture Farm Service Agency

Pottawatomie County

January 21, 2022

1:6,399

Farm: 4156

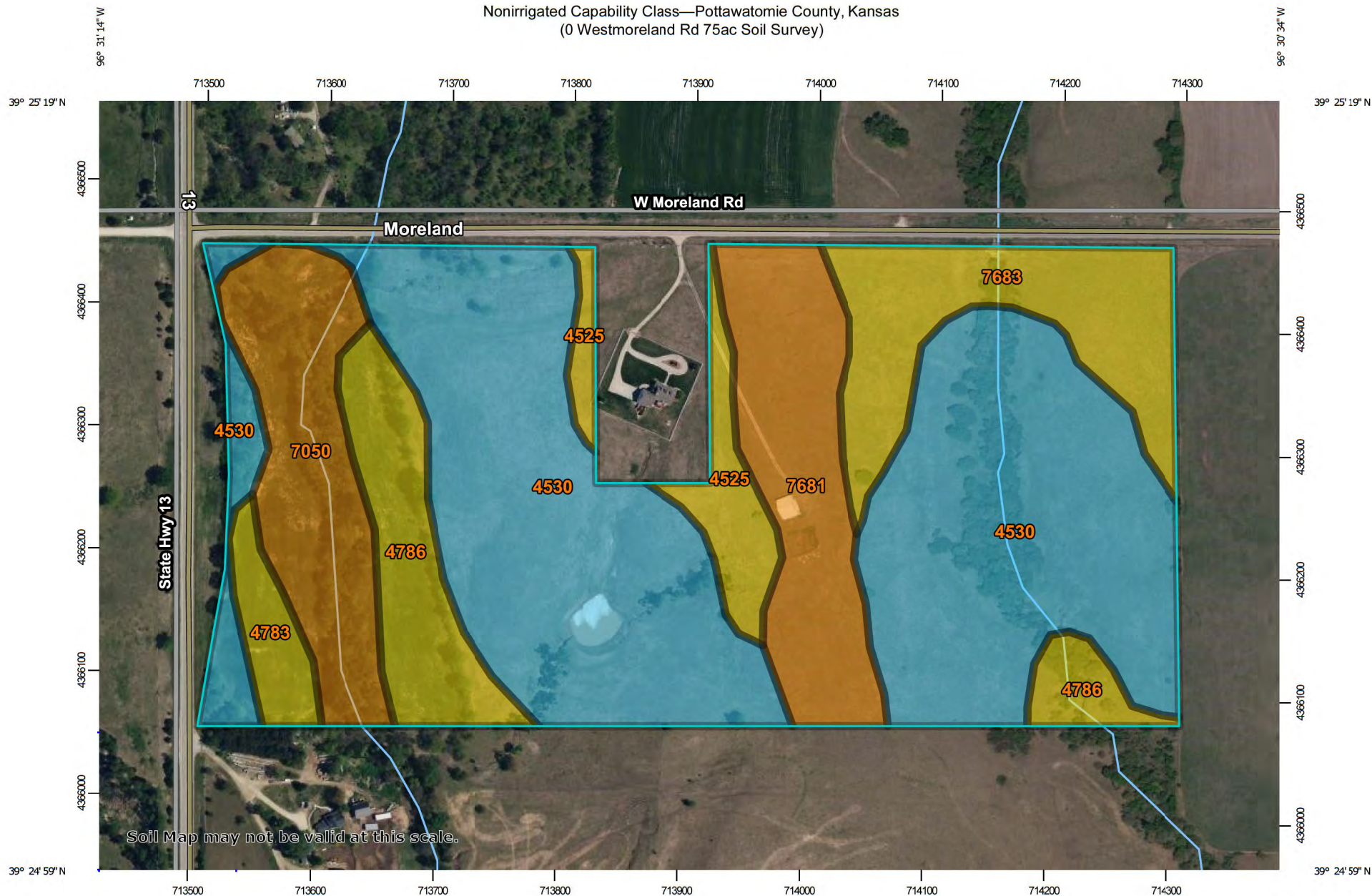
Tract: 3991

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Unless otherwise noted: all Corn type is YEL, all Soybean type is COM, all Sorghum type is GRS, all Wheat type is HRW and all Int. Use is GR. All crop type NAG is Grass; all Brome is Grass/SMO. Unless otherwise specified, all crops are NI.

2022 crop year

Nonirrigated Capability Class—Pottawatomie County, Kansas
(0 Westmoreland Rd 75ac Soil Survey)



Map Scale: 1:4,410 if printed on A landscape (11" x 8.5") sheet.

0 50 100 200 300 Meters

0 200 400 800 1200 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

2/24/2025
Page 1 of 5

Nonirrigated Capability Class—Pottawatomie County, Kansas
(0 Westmoreland Rd 75ac Soil Survey)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  Capability Class - I
-  Capability Class - II
-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

Soil Rating Lines

-  Capability Class - I
-  Capability Class - II
-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

Soil Rating Points

-  Capability Class - I
-  Capability Class - II

-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pottawatomie County, Kansas
Survey Area Data: Version 25, Sep 5, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2021—Jun 13, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4525	Benfield silty clay loam, 3 to 7 percent slopes	3	3.2	4.4%
4530	Benfield-Florence complex, 5 to 30 percent slopes	6	36.6	51.2%
4783	Tully silty clay loam, 3 to 7 percent slopes	3	1.8	2.5%
4786	Tully silty clay, 3 to 7 percent slopes, eroded	3	6.4	9.0%
7050	Kennebec silt loam, occasionally flooded	2	7.8	10.9%
7681	Wymore silty clay loam, 1 to 3 percent slopes	2	8.1	11.4%
7683	Wymore silty clay loam, 3 to 6 percent slopes	3	7.6	10.6%
Totals for Area of Interest			71.5	100.0%

Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

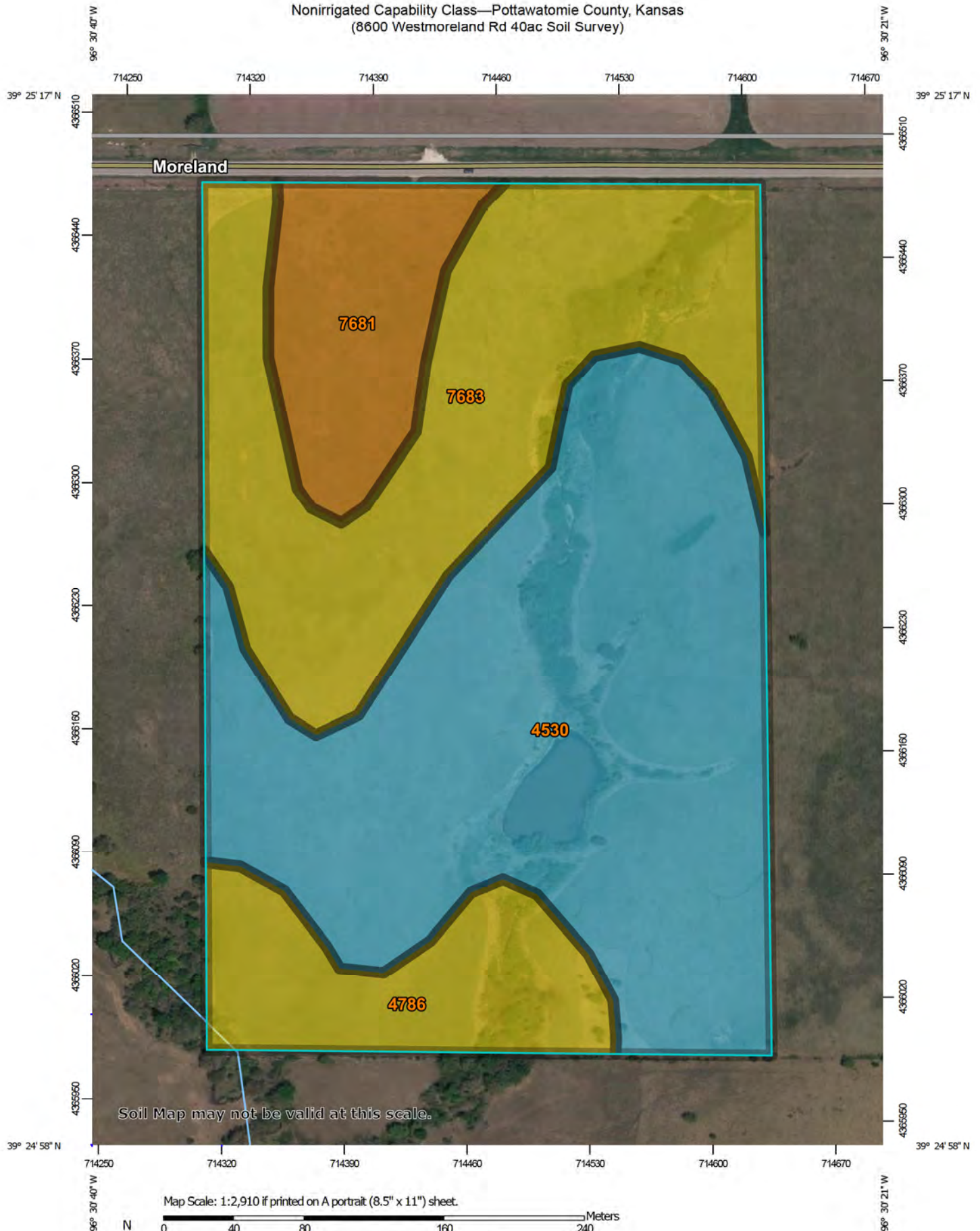
Rating Options

Aggregation Method: Dominant Condition

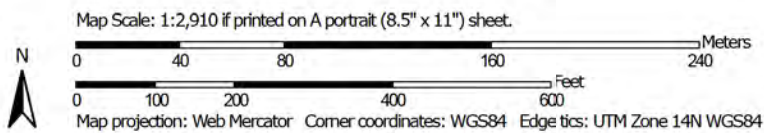
Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Nonirrigated Capability Class—Pottawatomie County, Kansas
(8600 Westmoreland Rd 40ac Soil Survey)



Soil Map may not be valid at this scale.



Nonirrigated Capability Class—Pottawatomie County, Kansas
(8600 Westmoreland Rd 40ac Soil Survey)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  Capability Class - I
-  Capability Class - II
-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

Soil Rating Lines

-  Capability Class - I
-  Capability Class - II
-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

Soil Rating Points

-  Capability Class - I
-  Capability Class - II

-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
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Water Features

 Streams and Canals

Transportation

-  Rails
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Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pottawatomie County, Kansas
Survey Area Data: Version 25, Sep 5, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2021—Jun 13, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4530	Benfield-Florence complex, 5 to 30 percent slopes	6	19.1	48.9%
4786	Tully silty clay, 3 to 7 percent slopes, eroded	3	4.3	11.0%
7681	Wymore silty clay loam, 1 to 3 percent slopes	2	4.0	10.3%
7683	Wymore silty clay loam, 3 to 6 percent slopes	3	11.7	29.8%
Totals for Area of Interest			39.2	100.0%

Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

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Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

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Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Lease Terms for 0 & 8600 Westmoreland Rd:

Tract 1:

Pasture - 10-13 pair + bull. Total \$1600.00 + \$150/bulls on brome. Approximately May 1st - October 1st (Goal of 50% Grass Grazed)

Brome - Cash Rent per Acre \$60.00 acre. Total \$660.00. (Tenant pays all expenses)

Tract 2:

Prairie Meadow - 60/40 split, tenant purchases owner's 40% share at going rate in Grass & Grain for Northeast Kansas

<u>Date</u>	<u>To / From</u>	<u>Amount</u>	<u>For</u>	<u>Property</u>
8/2/2023	Dean Altenhofen	\$ 1,864.80	hay (40 acres)	Tract 2
11/29/2023	Dean Altenhofen	\$ 2,410.00	pasture rent (cattle on 70), cash rent (11 acres), bulls in 11 acres	Tract 1
		\$ 4,274.80		
8/1/2024	Dean Altenhofen	\$ 1,520.40	hay (40 acres)	Tract 2
11/18/2024	Dean Altenhofen	\$ 2,410.00	pasture rent (cattle on 70), cash rent (11 acres), bulls in 11 acres	Tract 1
		\$ 3,930.40		



**ALTA 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 EXTRACONTRACTUAL 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.

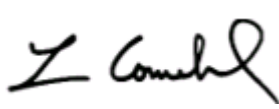
COMMITMENT TO ISSUE POLICY

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 Amount of Insurance 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 COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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 is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

*This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



- 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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.
- 7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

*This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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Form 50186120 (10-5-22)





Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**
Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**
Issuing Office's ALTA® Registry ID: **0001229**
Loan ID Number:
Commitment Number:
Issuing Office File Number: **226724**
Property Address: **00000 Westmoreland Rd, Westmoreland, KS 66549**

SCHEDULE A

1. Commitment Date: **March 26, 2025, at 5:00 pm**
2. Policy to be issued: - **PRELIMINARY TITLE COMMITMENT**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:
An undivided one-half interest
Jon D. Srna Trust dated May 28, 2010

An undivided one-half interest
Deborah S. Srna Trust dated May 28, 2010

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

FIRST AMERICAN TITLE INSURANCE COMPANY

By: *Callie A. Marka*
Authorized Signatory

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EXHIBIT A

The North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section Twenty-seven (27), Township Seven (7) South, Range Eight (8) East of the 6th P.M., in Pottawatomie County, Kansas, LESS a tract of land in the North Half of the Northwest Quarter of Section 27, Township 7 South, Range 8 East of the 6th Principal Meridian, in Pottawatomie County, Kansas, described as follows:
Beginning at a point on the North line of the North Half of the Northwest Quarter that is South 89°56'23" East (assumed bearing) for a distance of 1,084.51 feet from the Northwest corner of the Northwest Quarter of said Section 27, said point being marked with a 1/2" iron bar offset 35.00 feet to the South; thence South 89°56'23" East for a distance of 325.94 feet along the North line of the North Half of the Northwest Quarter of said Section 27 to a point being marked with a 1/2" iron bar offset 35.00 feet to the South; thence South 00°00'00" East for a distance of 669.00 feet to a 1/2" iron bar; thence North 89°56'23" West for a distance of 325.94 feet to a 1/2" iron bar; thence North 00°00'00" East for a distance of 669.00 feet to the point of beginning.

NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No.: **226724**

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 properly authorized, executed, delivered, and recorded in the Public Records.

The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.

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File No.: **226724**

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Taxes and special assessments for the year 2025 and all subsequent years. 2024 taxes are paid in full in the amount of \$813.64. (Tax ID #82-640) (CAMA #075-098-27-0-00-00-001.02-0) These taxes include special assessments in the amount of \$0.00.**
8. **Public roads and highways.**
9. **Right-of-Way Easement granted to R.W.D. #2 Pottawatomie County, for water lines, filed June 11, 1976, and recorded in Book 160, Page 91, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
10. **Easement for Underground Facilities granted to the Southwestern Bell Telephone Company, filed September 19, 1991, and recorded in Book 254, Page 75, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
11. **Easement for Underground Facilities granted to the Southwestern Bell Telephone Company, filed October 3, 1991, and recorded in Book 255, Page 29, in the office of the Register of Deeds of Pottawatomie County, Kansas.**

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File No.: **226724**

SCHEDULE B, PART II—Exceptions (Continued)

12. **Right-of-Way Easement granted to P.R.&W. Electric Cooperative Association, Inc., filed October 26, 1995, and recorded in Book 290, Page 311, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
13. **Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of any creek or stream extending through the subject land, without diminution or pollution.**

NOTE - (Survey Coverage) - The above standard exceptions 3 and 4 will be deleted on a Loan Policy insuring a first mortgage on one-to-four family residential property, provided the Owner's Affidavit (or other appropriate affidavit) discloses no adverse matters.

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**ALTA 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 EXTRACONTRACTUAL 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.

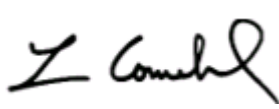
COMMITMENT TO ISSUE POLICY

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 Amount of Insurance 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 COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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 is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

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- 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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.
- 7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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Form 50186120 (10-5-22)





Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**
Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**
Issuing Office's ALTA® Registry ID: **0001229**
Loan ID Number:
Commitment Number:
Issuing Office File Number: **226624**
Property Address: **8600 Westmoreland Rd, Westmoreland, KS 66549**

SCHEDULE A

1. Commitment Date: **March 26, 2025, at 5:00 pm**
2. Policy to be issued: - **PRELIMINARY TITLE COMMITMENT**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Jon D. Srna and Deborah S. Srna**
5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

FIRST AMERICAN TITLE INSURANCE COMPANY

By: *Calie A. Marka*
Authorized Signatory

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EXHIBIT A

A tract of land in the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township Seven (7) South, Range Eight (8) East of the 6th P.M., in Pottawatomie County, Kansas, described as follows:
Beginning at the Northwest corner of the said Northeast Quarter of Section 27, being Corner 1, marked by a stainless steel survey marker; thence N. 89°56'24" E. 1055.61 feet along the North line of the said Northeast Quarter of Section 27 to Corner 2, marked by a 1/2" iron bar; thence S. 00 °22'57" E. 1651.93 feet to Corner 3, marked by a 1/2" iron bar; thence S. 89 °56'24" W. 1053.96 feet to a point on the West line of the aforementioned Northeast Quarter of Section 27 and Corner 4, marked by a 1/2" iron bar; thence N. 00 °26'23" W. 1651.94 feet to the point of beginning.

NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.

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File No.: **226624**

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 properly authorized, executed, delivered, and recorded in the Public Records.

The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.

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File No.: **226624**

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Taxes and special assessments for the year 2025 and all subsequent years. 2024 taxes are paid in full in the amount of \$147.34. (Tax ID #82-480) (CAMA #075-098-27-0-00-00-001.00-0) These taxes include special assessments in the amount of \$0.00.**
8. **Public roads and highways.**
9. **Right-of-Way Agreement granted to The United Telephone Company, for a telephone pole line, filed October 4, 1961, and recorded in Book V of Miscellaneous Records, Page 212, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
10. **Right-of-Way Easement granted to R.W.D. #2 Pottawatomie County, for water lines, filed June 11, 1976, and recorded in Book 160, Page 91, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
11. **Easement for Underground Facilities granted to the Southwestern Bell Telephone Company, filed September 19, 1991, and recorded in Book 254, Page 75, in the office of the Register of Deeds of Pottawatomie County, Kansas.**

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File No.: **226624**

SCHEDULE B, PART II—Exceptions (Continued)

12. **Easement for Underground Facilities granted to the Southwestern Bell Telephone Company, filed October 3, 1991, and recorded in Book 255, Page 29, in the office of the Register of Deeds of Pottawatomie County, Kansas.**

NOTE - (Survey Coverage) - The above standard exceptions 3 and 4 will be deleted on a Loan Policy insuring a first mortgage on one-to-four family residential property, provided the Owner's Affidavit (or other appropriate affidavit) discloses no adverse matters.

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**ALTA 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 EXTRACONTRACTUAL 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.

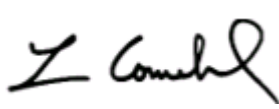
COMMITMENT TO ISSUE POLICY

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 Amount of Insurance 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 COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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 is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

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- 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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.
- 7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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Form 50186120 (10-5-22)





Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**
Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**
Issuing Office's ALTA® Registry ID: **0001229**
Loan ID Number:
Commitment Number:
Issuing Office File Number: **226524**
Property Address: **8600 Westmoreland Rd, Westmoreland, KS 66549**

SCHEDULE A

1. Commitment Date: **March 26, 2025, at 5:00 pm**
2. Policy to be issued: - **PRELIMINARY TITLE COMMITMENT**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Jon D. Srna and Debbie S. Srna**
5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

FIRST AMERICAN TITLE INSURANCE COMPANY

By: *Calie A. Marka*

Authorized Signatory

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EXHIBIT A

A tract of land in the North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section Twenty-seven (27), Township Seven (7) South, Range Eight (8) East of the 6th Principal Meridian, in Pottawatomie County, Kansas, described as follows:

Beginning at a point on the North line of the North Half of the Northwest Quarter that is South 89°56'23" East (assumed bearing) for a distance of 1,084.51 feet from the Northwest corner of the Northwest Quarter of said Section 27, said point being marked with a 1/2" iron bar offset 35.00 feet to the South; thence South 89°56'23" East for a distance of 325.94 feet along the North line of the North Half of the Northwest Quarter of said Section 27 to a point being marked with a 1/2" iron bar offset 35.00 feet to the South; thence South 00 °00'00" East for a distance of 669.00 feet to a 1/2" iron bar; thence North 89°56'23" West for a distance of 325.94 feet to a 1/2" iron bar; thence North 00°00'00" East for a distance of 669.00 feet to the point of beginning.

NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.

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File No.: **226524**

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 properly authorized, executed, delivered, and recorded in the Public Records.
5. **Pay to the Pottawatomie County Treasurer, 207 N. 1st. St., Westmoreland, Kansas, the second half of the real estate taxes for the year 2024.**
6. **Record in the office of the Pottawatomie County Register of Deeds a properly executed Release of Mortgage for mortgage recorded in Book 640, Page 93.**

The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Taxes and special assessments for the last half of the year 2024 and all subsequent years. 2024 taxes are paid in one-half. 2024 taxes total \$4,730.14. (Tax ID #82-840) (CAMA #075-098-27-0-00-00-001.03-0) These taxes include special assessments in the amount of \$0.00.**
8. **Mortgage, dated November 7, 2012, from Jon D. Srna and Debbie S. Srna, husband and wife, to Kansas State University Federal Credit Union, in the principal sum of \$242,650.00, filed November 14, 2012 and recorded in Book 640, Page 93, in the office of the Register of Deeds of Pottawatomie County, Kansas.**

Assignment of Mortgage from Kansas State University Federal Credit Union to Members Mortgage Services, filed November 14, 2012 and recorded in Book 640, Page 98, in the office of the Register of Deeds of Pottawatomie County, Kansas.
9. **Public roads and highways.**
10. **Right-of-Way Agreement granted to The United Telephone Company, for a telephone pole line, filed October 4, 1961, and recorded in Book V of Miscellaneous Records, Page 212, in the office of the Register of Deeds of Pottawatomie County, Kansas.**

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File No.: **226524**

SCHEDULE B, PART II—Exceptions (Continued)

11. **Right-of-Way Easement granted to R.W.D. #2 Pottawatomie County, for water lines, filed June 11, 1976, and recorded in Book 160, Page 91, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
12. **Easement for Underground Facilities granted to the Southwestern Bell Telephone Company, filed September 19, 1991, and recorded in Book 254, Page 75, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
13. **Easement for Underground Facilities granted to the Southwestern Bell Telephone Company, filed October 3, 1991, and recorded in Book 255, Page 29, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
14. **Right-of-Way Easement granted to P.R.&W. Electric Cooperative Association, Inc., filed October 26, 1995, and recorded in Book 290, Page 311, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
15. **Transfer on Death Deed dated May 28, 2010, from Jon D. Srna and Debbie S. Srna, husband and wife, as owner and grantor transfers on death to Deborah S. Srna and Jon D. Srna, Trustees of the Deborah S. Srna Trust dated May 28, 2010, filed June 2, 2010 and recorded in Book 580, Page 159, in the office of the Register of Deeds of Pottawatomie County, Kansas. The deed is revocable and does not transfer any ownership until the death of the owner(s).**

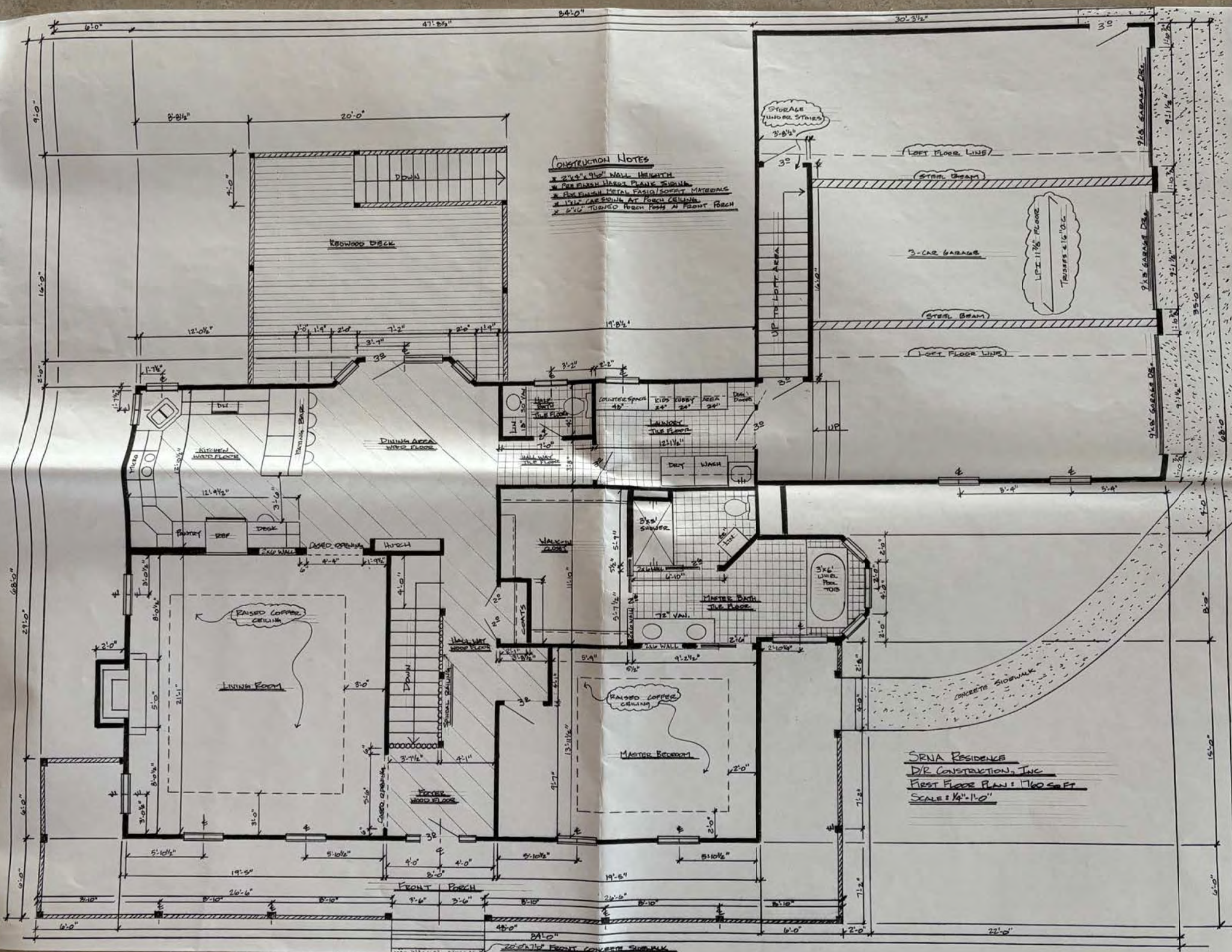
NOTE - (Survey Coverage) - The above standard exceptions 3 and 4 will be deleted on a Loan Policy insuring a first mortgage on one-to-four family residential property, provided the Owner's Affidavit (or other appropriate affidavit) discloses no adverse matters.

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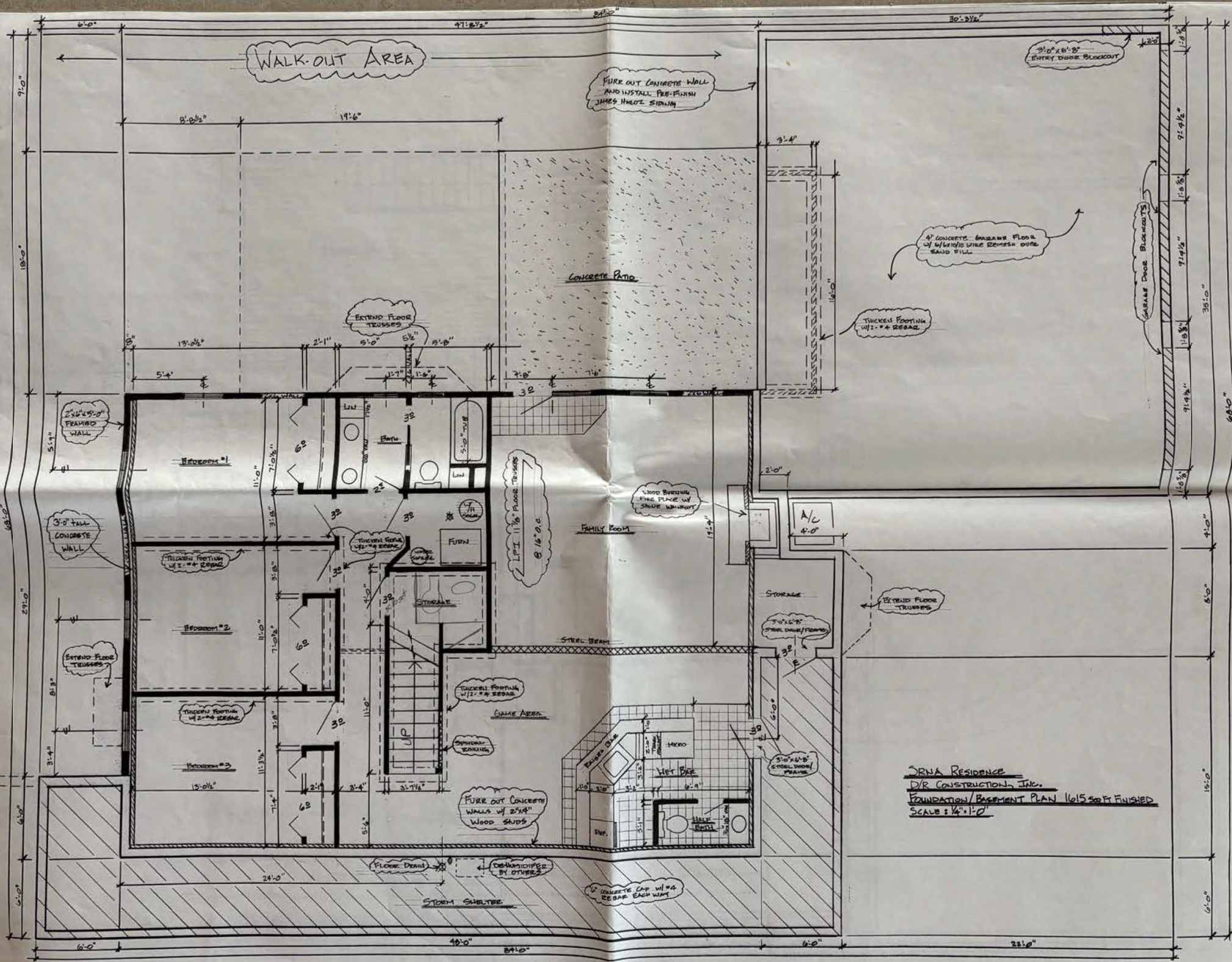
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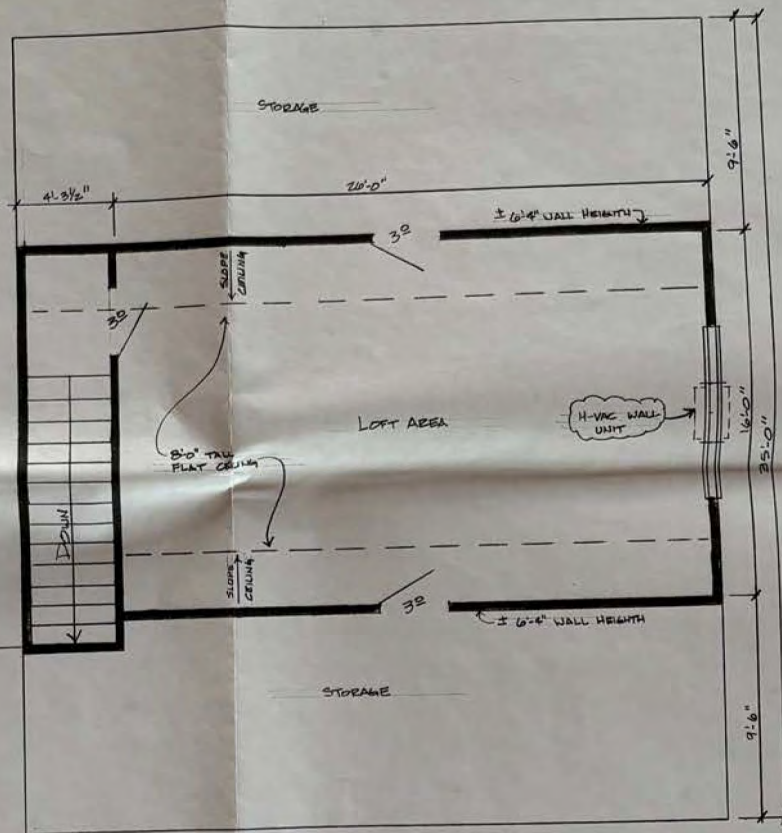


CONSTRUCTION NOTES
* 2"x4"x9'6" WALL HEIGHTS
* DO FINISH WOOD PLANK SUBFLOOR
* DO FINISH METAL FASCIA/SCAFFOLD MATERIALS
* DO FINISH METAL AT FRONT PORCH
* 2"x6" TURNED WOOD POSTS AT FRONT PORCH

SRNA RESIDENCE
D/R CONSTRUCTION, INC.
FIRST FLOOR PLAN - 1760 SQ FT
SCALE = 1/4" = 1'-0"



JRNA RESIDENCE
D/R CONSTRUCTION, INC.
FOUNDATION/BASEMENT PLAN 1615 SQ FT FINISH
SCALE: 1/4"=1'-0"



LOFT PLAN: 416 SQ. FT.
SCALE: 1/4" = 1'-0"



UTILITIES INFORMATION

Property: 8600 Westmoreland Rd., Westmoreland, KS

Gas (monthly avg. for the past year):

Electric (monthly avg. for the past year): \$190/mo

Water (monthly avg. for the past year): \$60/mo

Propane: Monthly average: Yearly Average:

Trash Provider:

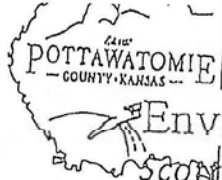
Gas:

Electric: Bluestem Electric 785-456-2212

Water: Pott Co RWD 2 785-468-3542

Propane: Wanklyn Oil 785-292-4710

Internet: Blue Valley Technologies 785-799-3311



613 East Campbell
Westmoreland, KS
785-41-
785-457-3

Environmental Health
Scott Schwinn R.S. County Sanitarian

The septic tank located at 8600 Westmoreland Rd. Westmoreland was pumped
and disposed of in a sanitary manner meeting EPA regulation 503, on 6.7.24
by Cat Cars (Company) (Date)

Request to pump tank was made by Debbie Srna

The condition of the septic tank was:

 Excellent X Good Fair Poor

 In need of repair or replacement. (Cracks in sidewall, missing or broken tees, broken
chipped or missing lid, water running back into tank from lateral field, or other damage) Laid
block tanks are considered failing and will be required to be replaced.

Comments:

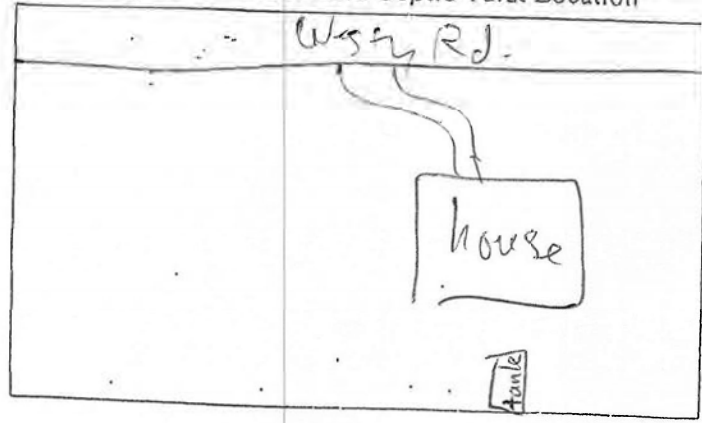
The septic tank was constructed of

 X Concrete Plastic Steel Other

 Single Compartment X Two Compartment Filter: Yes No

Size of septic tank: 1500 Gallon 1250 Gallon X 1000 Gallon 750 Gallon

Diagram of House and Septic Tank Location



Location and time of disposal

Location: JC WWTP

Time & Date: 6/7/24

Comments:

 JSA
Signature

 6.7.24
Date

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

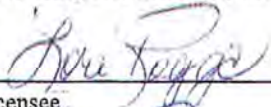
The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

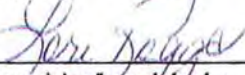
Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

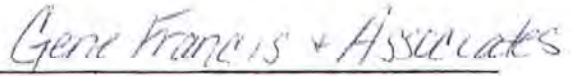
General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.



Licensee



Supervising/branch broker



Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)

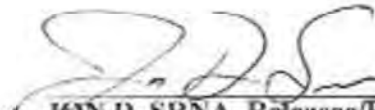
IN THE DISTRICT COURT OF POTTAWATOMIE, KANSAS

In the Matter of the Marriage of:
DEBORAH S. SRNA and
JON D. SRNA

Case No. 17 DM 55

RELEASE OF RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

Notice of Right of First Refusal to Purchase Real Estate stated in the Property Settlement Agreement in Section II, 2.9 Real Estate granted in the above case. The Releasee/Respondent, **Jon D. Srna**, hereby releases his right of first refusal to purchase the real estate in Pottawatomie County, Kansas described in Exhibit "A"

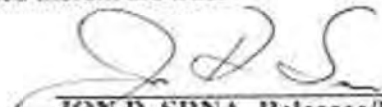

JON D. SRNA, Releasee/Respondent

VERIFICATION

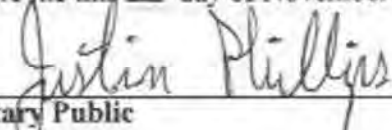
STATE OF OKLAHOMA
COUNTY OF Canadian ss:

Jon D. Srna, of lawful age, being first duly sworn on his oath, alleges and states:

That he is the Releasee/Respondent above named; that he has read the foregoing; and that the facts, matters and statements contained therein are true.


JON D. SRNA, Releasee/Respondent

SUBSCRIBED AND SWORN TO before me this 1 day of March, 2025
~~November 2024~~


Notary Public

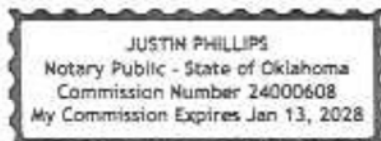


Exhibit "A"

Real estate located at 8600 Westmoreland, Pottawatomie County, Kansas. The legal description to said property is as follows:

A tract of land in the North Half of the Northwest Quarter of Section 27, Township 7 South, Range 8 West of the 6th Principal Meridian in Pottawatomie County, Kansas described as follows:

Beginning at a point on the North line of the North Half of the Northwest Quarter that is South 89 degrees 56 minutes 23 seconds East (assumed bearing) for a distance of 1084.51 feet from the Northwest Corner of the Northwest Quarter of said Section 27, said point being marked with a 1/2" iron bar offset 35.00 feet to the South;

THENCE South 89 degrees 56 minutes 23 seconds East for a distance of 325.94 feet along the North line of the North Half of the Northwest Quarter of said Section 27 to a point being marked with a 1/2" iron bar offset 35.00 feet to the South;

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 669.00 feet to a 1/2" iron bar;

THENCE North 89 degrees 56 minutes 23 seconds West for a distance of 325.94 feet to a 1/2" iron bar;

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 669.00 feet to the point of beginning.

Together with and subject to covenants, easements and restrictions of record.
Said property contains 5.006 acres more or less

Real estate consisting of 120 acres. The legal description to said property is as follows:

A tract of land in the Northeast Quarter of Section 27, Township 7 South, Range 8 East of the 6th P.M. in Pottawatomie County, Kansas, described as follows:

Beginning at the Northwest corner of the said Northeast Quarter of Section 27, being corner 1, marked by a stainless steel survey marker; thence N89 degrees 56' 24" E 1055.61 feet along the north line of the said Northeast Quarter of Section 27 to Corner 2 marked by a 1/2" iron bar; thence S00 degrees 22' 57" E 1651.93 feet to Corner 3, marked by a 1/2" iron bar; thence S89 degrees 56' 24" W 1056.96 feet to a point on the west line of the aforementioned Northeast Quarter of Section 27 and Corner 4, marked by a 1/2" iron bar; thence N00 degrees 26' 23" W 1651.94 feet to the point of beginning, containing 40.00 acres and its subject to easements and restrictions of record.

An undivided one-half interest in and to: The North Half of the Northwest Quarter of Section 27, Township 7 South, Range 8 East of the 6th P.M., in Pottawatomie County, Kansas containing 80.090 acres, more or less. Subject to easements, rights of way and restrictions of record. LESS A tract of land in the North Half of the Northwest Quarter of Section 27, Township 7 South, Range 8 East of the 6th Principal Meridian in Pottawatomie County, Kansas described as follows:

Beginning at a point on the North line of the North Half of the Northwest Quarter that is South 89 degrees 56 minutes 23 seconds East (assumed bearing) for a distance of

1084.51 feet from the Northwest Corner of the Northwest Quarter of said Section 27, said point being marked with a 1/2" iron bar offset 35.00 feet to the South;

THENCE South 89 degrees 56 minutes 23 seconds East for a distance of 325.94 feet along the North line of the North Half of the Northwest Quarter of said section 27 to a point being marked with a 1/2" iron bar offset 35.00 feet to the South;

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 669.00 feet to a 1/2" iron bar;

THENCE North 89 degrees 56 minutes 23 seconds West for a distance of 325.94 feet to a 1/2" iron bar;

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 669.00 feet to the point of beginning

Together with and subject to covenants, easements and restrictions of record.
Said property contains 5.006 acres more or less.