

GF&A

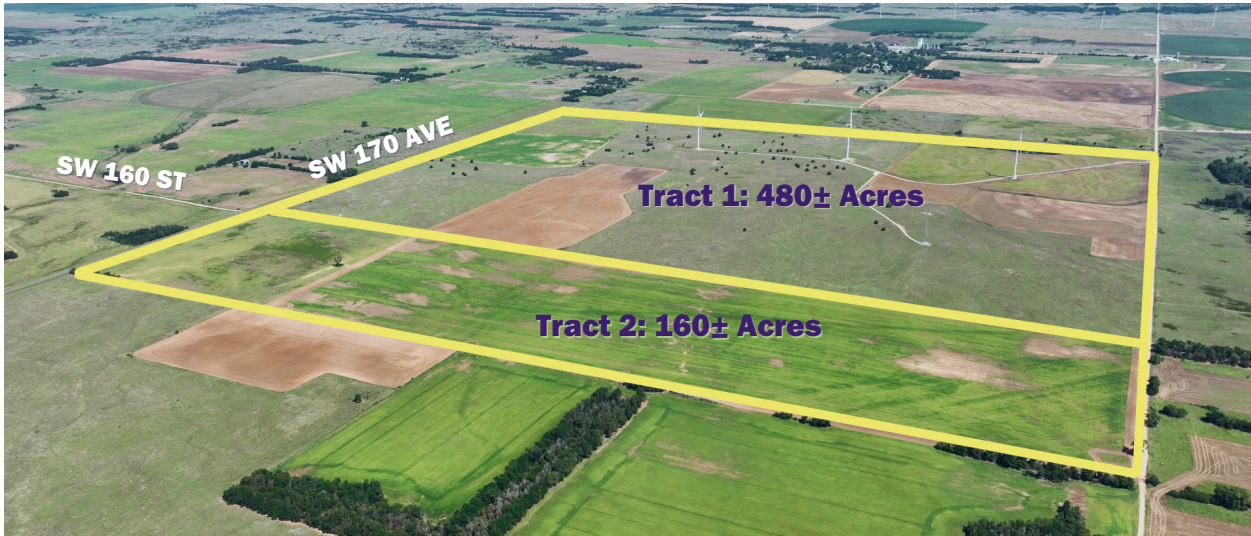
MULTI PARCEL • LIVE & ONLINE

LAND AUCTION

Tuesday, August 27, 2024 • 11:00 AM

LIVE AUCTION: Kingman County Activity Center, 121 S Main St, Kingman, KS

ONLINE BIDDING: www.gavelroads.com



640± ACRES - KINGMAN COUNTY, KANSAS

TRACT 1

Legal Description: S/2 N/2 & S/2 21-30-10W, Kingman County, KS (full legal description will be provided by Security 1st Title).

Location: From Nashville, KS, at the intersection of Highway 42 and SW 170 Ave, go south 1¼ miles to the NW corner of the property, property is on the east side of the road.

Description: This 480± acre property is a productive tract of land in several ways - it boasts 32.59 acres of CRP grass, 279.22 acres of pasture, 160.8 acres of cropland, and 3 wind towers. This tract of land sits between paved SW 170th Ave and unpaved SW 160th Ave, with access from either side. There are also two windmills and two solar wells for cattle water, and good fencing. Income from the wind tower lease is \$18,000 per year. \$500 annual payment for the MET tower.

Possession: Possession of CRP grass on closing, possession of pasture on November 1, 2024, and possession of cropland after 2025 wheat harvest.

Taxes: \$1,750.02 - 2024 Taxes will be prorated to the date of closing.

Minerals: Seller's mineral and wind interest will pass to the Buyer.

Soils: 33.9% Shellabarger sandy loam, Class 2 soil; 13.6% Nalim and Shellabarger fine sandy loam, Class 2 soil; 11.4% Pratt loamy fine sand, Class 3 soil; 12.1% Albion sandy loam, Class 3 soil; 7.9% Case-Clark clay loams, Class 4 soil; 5.8% Nalim clay loam, Class 3 soil; 6% Nalim loam, Class 2 soil; 3.6% Hayes-Solvay loamy fine sands, Class 3 soil; 2.7% Pratt-Tivoli loamy fine sands, Class 6 soil; 2.1% Clark clay loam, Class 3 soil; .9% Lincoln loamy sand, Class 3 soil.

FSA Information: FSA states 479.52 acres of farmland with 194.67 acres of cropland; 32.59 acres CRP; wheat base acres 162.08 with 31 PLC yield. Annual CRP payment of \$1,776, split 50/50 with tenant.

TRACT 2

Legal Description: N/2 N/2 28-30-10W, Kingman County, KS (full legal description to be provided by Security 1st Title).

Location: From Nashville, KS, at the intersection of Highway 42 and SW 170 Ave, south 2 miles to the property on the east side of the road.

Description: This 160± acre property is a productive tract of land with 121.85 acres of cropland and 39.71 acres of CRP grass. This tract of land sits between paved SW 170th Ave and unpaved SW 160th Ave, with access from either side, directly south of Tract 1.

Possession: Possession of CRP grass on closing; possession of cropland after 2025 wheat harvest.

Taxes: \$1,010.08 - 2024 Taxes will be prorated to the date of closing.

Minerals: Seller's mineral interest will pass to the Buyer.

Soils: 68.9% Shellabarger sandy loam, Class 2 soil; 17% Nalim and Shellabarger fine sandy loams, Class 2 soil; 13.4% Albion sandy loam, Class 3 soil.

FSA Information: FSA states 161.83 acres of farmland with 161.56 acres of cropland; 39.71 acres CRP; wheat base acres 121.85 with 31 PLC yield. Annual CRP payment of \$1,856, split 50/50 with tenant.

Terms: Earnest money required and shall be paid the day of the auction. Tract 1: \$50,000; Tract 2: \$15,000, with the balance due on or before October 1, 2024. 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 complete "due diligence", and to have any and all inspections completed prior to bidding. Buyer is responsible for 1/3 share of fertilizer/chemical costs for the 2025 wheat crop. Buyer will receive 1/3 share of the 2025 wheat crop. Seller will keep the second half pasture rent. 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. There is no Buyer's premium.



GENE FRANCIS & ASSOCIATES
REAL ESTATE BROKERS & AUCTIONEERS

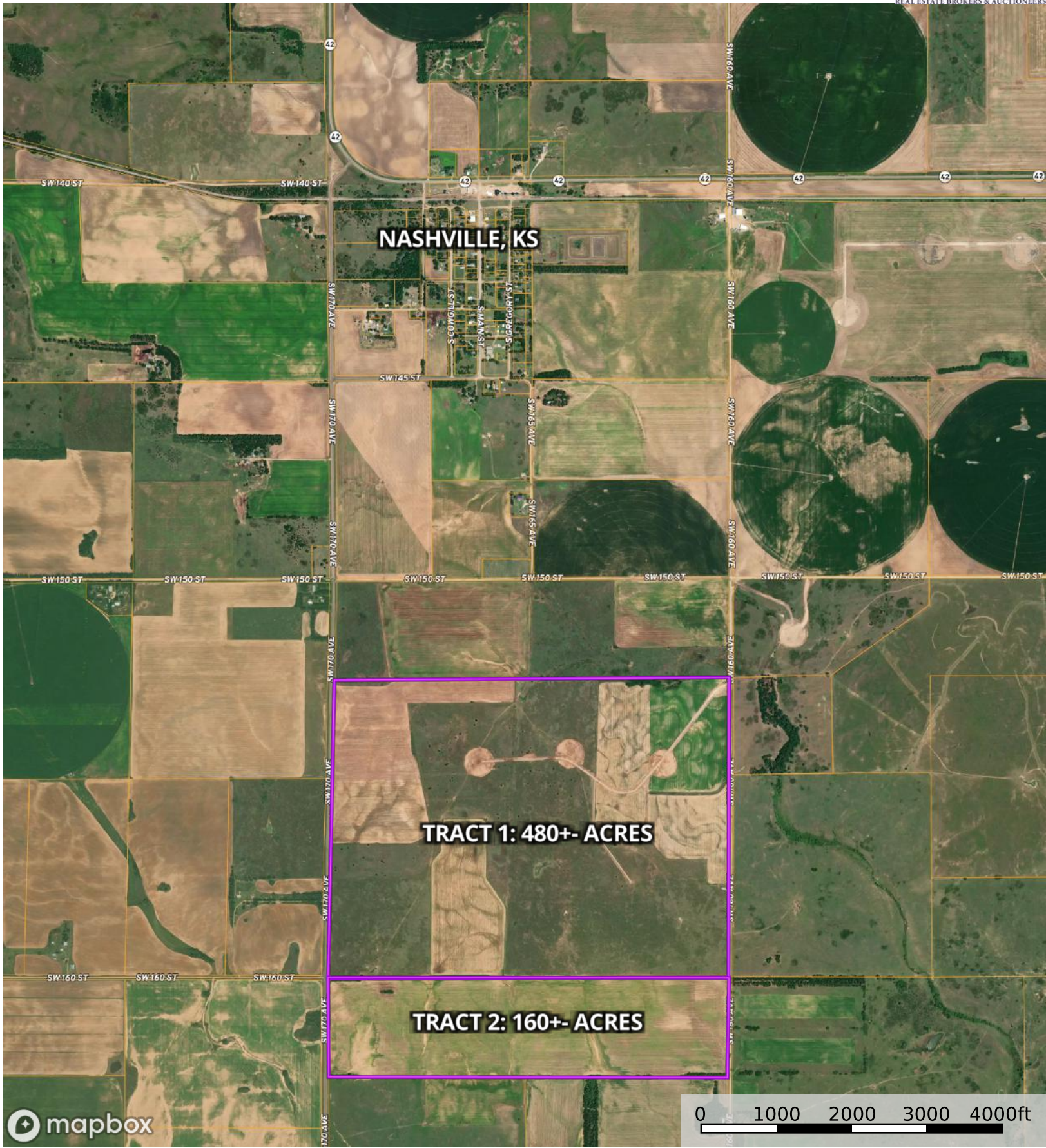
Gene Francis
Broker & Auctioneer
(316) 641-3120

WWW.GENEFRANCIS.COM

Tyler Francis
REALTOR® & Auctioneer
(316) 734-7342



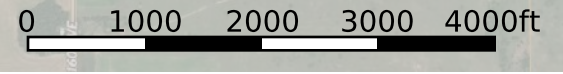
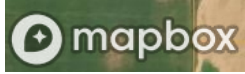
640+- Acres, Nashville, KS



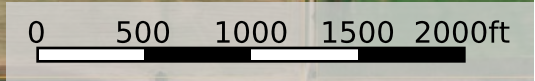
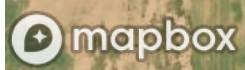
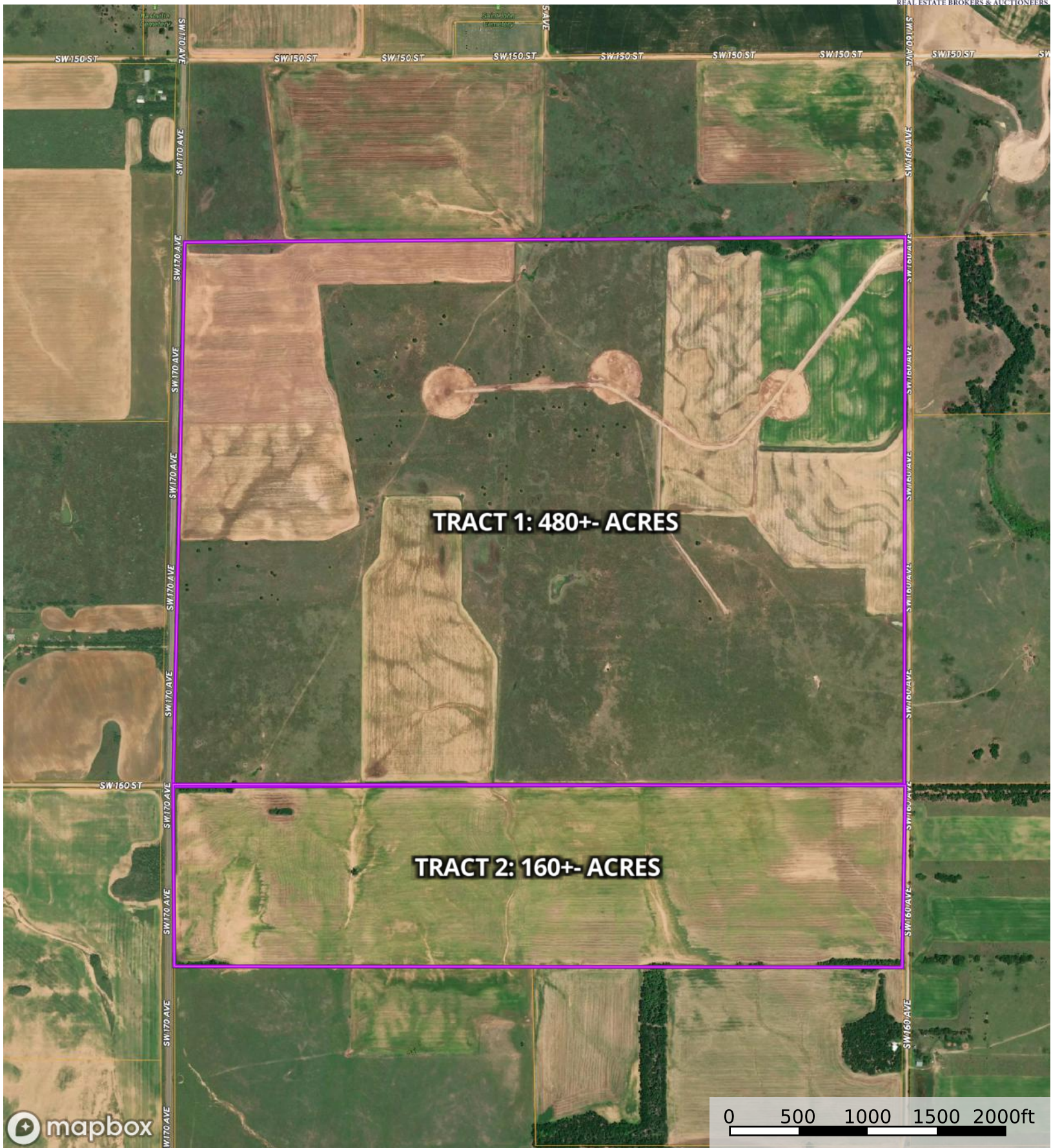
NASHVILLE, KS


TRACT 1: 480+- ACRES

TRACT 2: 160+- ACRES

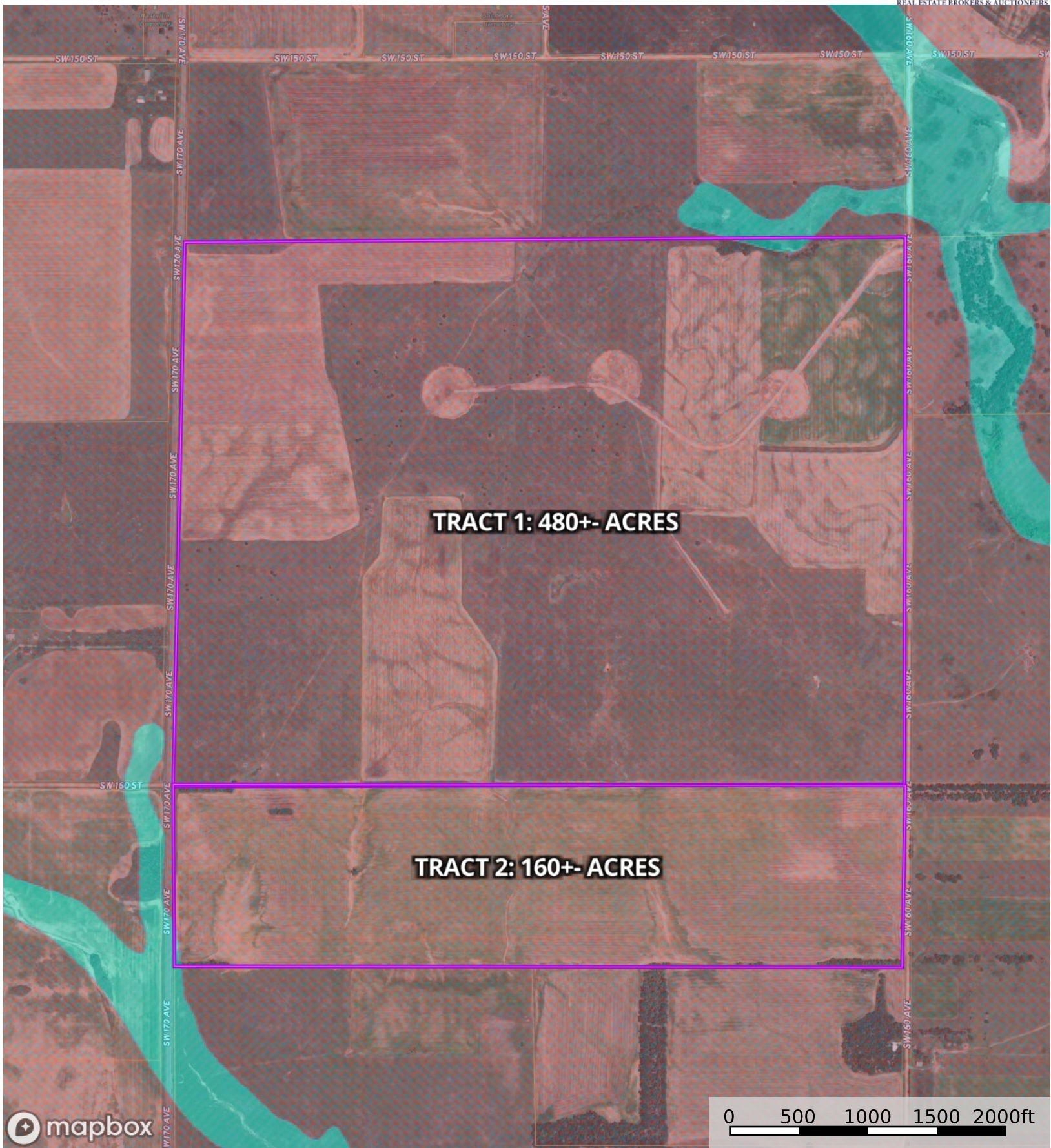


640+- Acres, Nashville, KS - Aerial



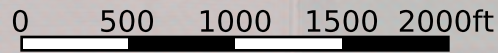
 Boundary

640+- Acres, Nashville, KS - Flood Map



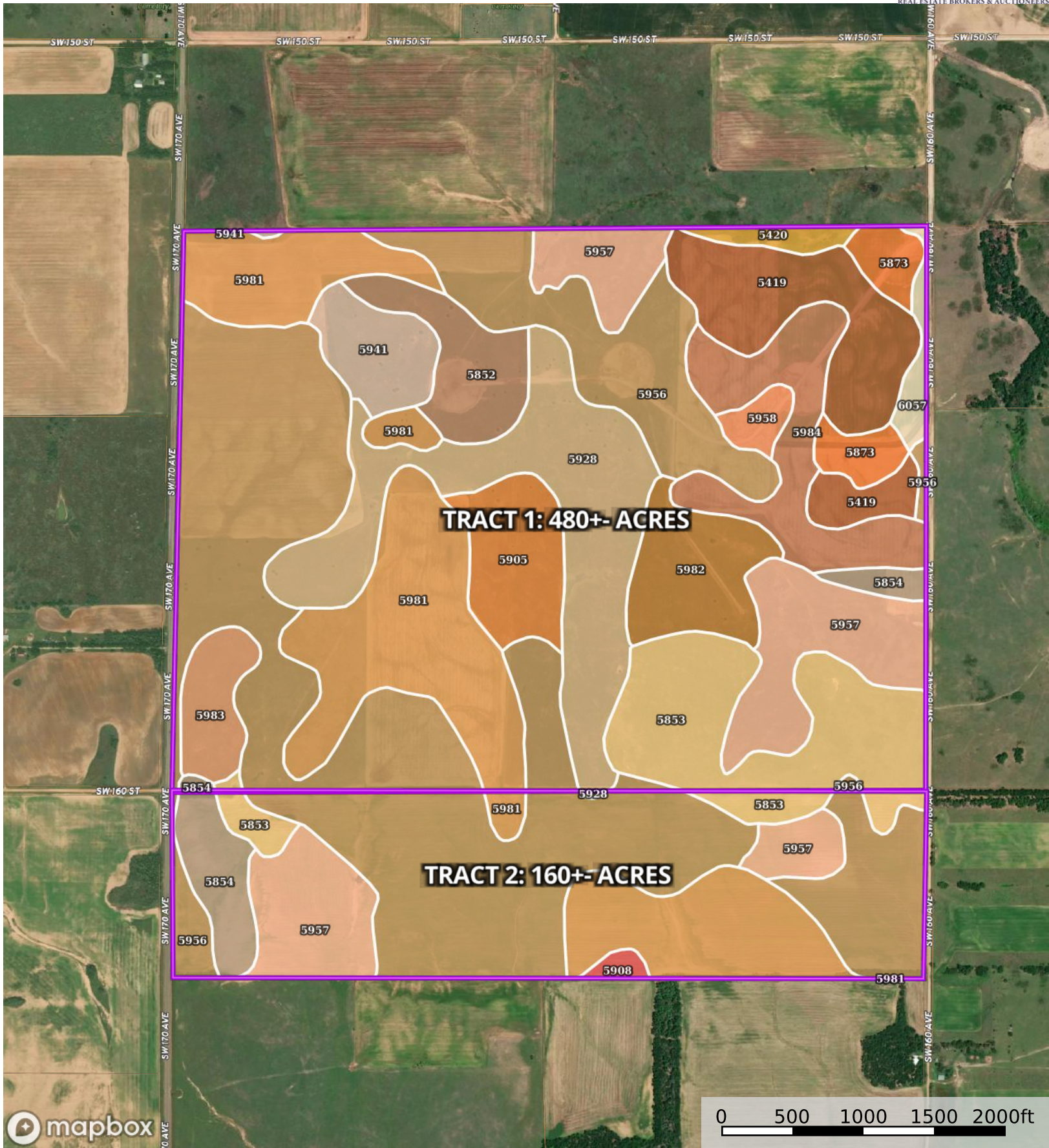
TRACT 1: 480+- ACRES

TRACT 2: 160+- ACRES



- Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not Included

640+- Acres, Nashville, KS - Soils



Boundary

 All Polygons 644.03 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5956	Shellabarger sandy loam, 1 to 3 percent slopes	211.45	32.83	0	53	2e
5981	Nalim and Shellabarger fine sandy loams, 0 to 1 percent slopes	94.72	14.71	0	60	2e
5957	Shellabarger sandy loam, 3 to 6 percent slopes	58.78	9.13	0	45	2e
5928	Pratt loamy fine sand, 1 to 5 percent slopes	55.44	8.61	0	32	3e
5853	Albion sandy loam, 1 to 3 percent slopes	48.87	7.59	0	41	3e
5419	Case-Clark clay loams, 3 to 7 percent slopes	33.97	5.27	0	63	4e
5984	Nalim clay loam, 3 to 6 percent slopes, eroded	28.12	4.37	0	54	3e
5982	Nalim loam, 1 to 3 percent slopes	18.99	2.95	0	68	2e
5905	Hayes-Solvay loamy fine sands, 0 to 5 percent slopes	17.25	2.68	0	48	3e
5852	Albion sandy loam, 0 to 1 percent slopes	16.15	2.51	0	42	3e
5854	Albion sandy loam, 3 to 6 percent slopes	14.48	2.25	0	41	3e
5941	Pratt-Tivoli loamy fine sands, 5 to 15 percent slopes	12.89	2.0	0	27	6e
5983	Nalim loam, 3 to 6 percent slopes	10.13	1.57	0	68	3e
5873	Clark clay loam, 1 to 3 percent slopes	9.83	1.53	0	66	3e
6057	Lincoln loamy sand, 0 to 1 percent slopes, occasionally flooded	4.01	0.62	0	32	3s
5958	Shellabarger sandy loam, 3 to 6 percent slopes, eroded	3.73	0.58	0	47	3e
5420	Case-Clark clay loams, 7 to 15 percent slopes	3.65	0.57	0	59	6e
5908	Nalim loam, 0 to 1 percent slopes	1.57	0.24	0	69	2c
TOTALS		644.03(*)	100%	-	50.74	2.53

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

 Boundary 482.42 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5956	Shellabarger sandy loam, 1 to 3 percent slopes	124.43	25.79	0	53	2e
5981	Nalim and Shellabarger fine sandy loams, 0 to 1 percent slopes	65.64	13.61	0	60	2e
5928	Pratt loamy fine sand, 1 to 5 percent slopes	55.28	11.46	0	32	3e
5853	Albion sandy loam, 1 to 3 percent slopes	39.96	8.28	0	41	3e
5957	Shellabarger sandy loam, 3 to 6 percent slopes	34.88	7.23	0	45	2e
5419	Case-Clark clay loams, 3 to 7 percent slopes	33.97	7.04	0	63	4e
5984	Nalim clay loam, 3 to 6 percent slopes, eroded	28.12	5.83	0	54	3e
5982	Nalim loam, 1 to 3 percent slopes	18.99	3.94	0	68	2e

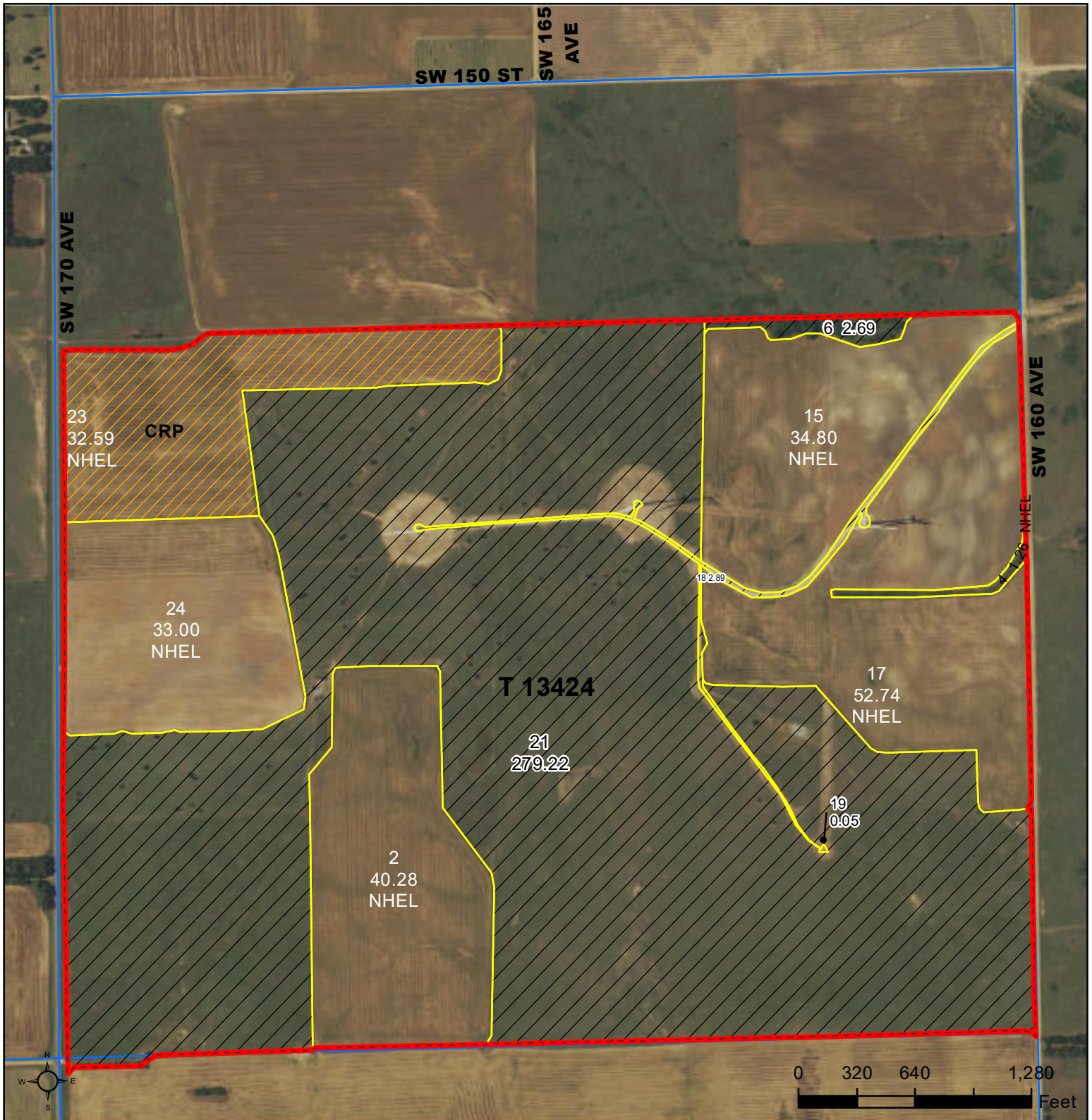
5905	Hayes-Solvay loamy fine sands, 0 to 5 percent slopes	17.25	3.58	0	48	3e
5852	Albion sandy loam, 0 to 1 percent slopes	16.15	3.35	0	42	3e
5941	Pratt-Tivoli loamy fine sands, 5 to 15 percent slopes	12.89	2.67	0	27	6e
5983	Nalim loam, 3 to 6 percent slopes	10.13	2.1	0	68	3e
5873	Clark clay loam, 1 to 3 percent slopes	9.83	2.04	0	66	3e
6057	Lincoln loamy sand, 0 to 1 percent slopes, occasionally flooded	4.01	0.83	0	32	3s
5958	Shellabarger sandy loam, 3 to 6 percent slopes, eroded	3.73	0.77	0	47	3e
5420	Case-Clark clay loams, 7 to 15 percent slopes	3.65	0.76	0	59	6e
5854	Albion sandy loam, 3 to 6 percent slopes	3.51	0.73	0	41	3e
TOTALS		482.4 2(*)	100%	-	50.4	2.67

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

|  Boundary 161.61 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5956	Shellabarger sandy loam, 1 to 3 percent slopes	87.02	53.84	0	53	2e
5981	Nalim and Shellabarger fine sandy loams, 0 to 1 percent slopes	29.08	17.99	0	60	2e
5957	Shellabarger sandy loam, 3 to 6 percent slopes	23.9	14.79	0	45	2e
5854	Albion sandy loam, 3 to 6 percent slopes	10.97	6.79	0	41	3e
5853	Albion sandy loam, 1 to 3 percent slopes	8.91	5.51	0	41	3e
5908	Nalim loam, 0 to 1 percent slopes	1.57	0.97	0	69	2c
5928	Pratt loamy fine sand, 1 to 5 percent slopes	0.16	0.1	0	32	3e
TOTALS		161.6 1(*)	100%	-	51.73	2.12

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



Common Land Unit

- Non-Cropland
- Cropland

CRP

- Tract Boundary
- PLSS

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, LS |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass SMO, NI, FG |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, LS |
| 4/ All Soybeans COM, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Grass NAG, NI, FG | 10/ Sorghum Forage, CAN, NI, FG |

2024 Program Year

Map Created May 30, 2024

Farm 5538
Tract 13424

Tract Cropland Total: 194.67 acres

21-30-10

Displayed over 2021 NAIP

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).

CRP-1 (01-08-24) <div style="text-align: center;"> U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation </div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;"> CONSERVATION RESERVE PROGRAM CONTRACT </div>	1. ST. & CO. CODE & ADMIN. LOCATION <div style="text-align: center;">20 095</div>	2. SIGN-UP NUMBER <div style="text-align: center;">60</div>
	3. CONTRACT NUMBER <div style="text-align: center;">11283</div>	4. ACRES FOR ENROLLMENT <div style="text-align: center;">32.59</div>

5A. COUNTY FSA OFFICE ADDRESS <i>(Include Zip Code)</i> KINGMAN COUNTY FARM SERVICE AGENCY 1137 E US HIGHWAY 54 KINGMAN, KS67068-1820	6. TRACT NUMBER <div style="text-align: center;">13424</div>	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) <div style="text-align: center;">10-01-2023 09-30-2038</div>
5B. COUNTY FSA OFFICE PHONE NUMBER <i>(Include Area Code):</i> (620) 532-3116	8. SIGNUP TYPE: General	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 54.47	10. Identification of CRP Land <i>(See Page 2 for additional space)</i>				
9B. Annual Contract Payment	\$ 1,776.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	13424	0023	CP25	32.59	\$ 2,805.00
<i>(Item 9C is applicable only when the first year payment is prorated.)</i>						

11. PARTICIPANTS *(If more than three individuals are signing, see Page 3.)*

A(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
MARTIN LOHRKE 17088 SW 100 ST NASHVILLE, KS67112-8351	50.00 %			
R & D FAMILY LP § DAVID L REIDA PO BOX 323 GARDEN PLAIN, KS67050-0323	50.00 %			
C(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%			

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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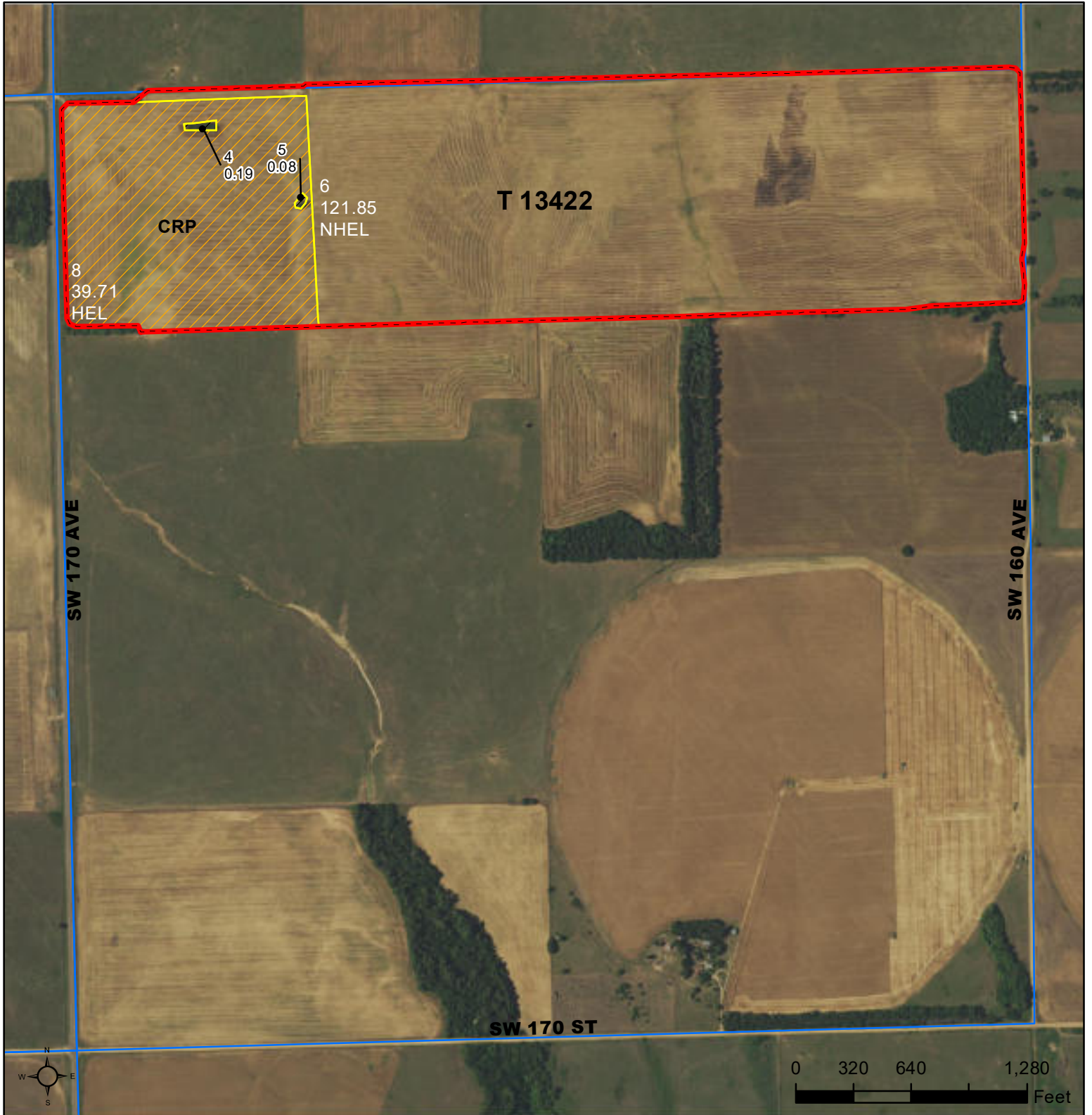
NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-22), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this 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). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.*

Paperwork Reduction Act (PRA) Statement: *The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.*

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.



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

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

CRP

Tract Boundary

PLSS

Unless noted on field:

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

Tract Cropland Total: 161.56 acres

2024 Program Year

Map Created May 30, 2024

Farm 5538
Tract 13422

28-30-10

Displayed over 2021 NAIP

CRP-1 (01-08-24)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 20 095	2. SIGN-UP NUMBER 60
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 11282	4. ACRES FOR ENROLLMENT 39.71

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) KINGMAN COUNTY FARM SERVICE AGENCY 1137 E US HIGHWAY 54 KINGMAN, KS67068-1820	6. TRACT NUMBER 13422	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2023 09-30-2038	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (620) 532-3116	8. SIGNUP TYPE: General		

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 46.75	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 1,856.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	13422	0008	CP25	39.71	\$ 3,418.00
(Item 9C is applicable only when the first year payment is prorated.)						

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
MARTIN LOHRKE 17088 SW 100 ST NASHVILLE, KS67112-8351	50.00 %			
R & D FAMILY LP § DAVID L REIDA PO BOX 323 GARDEN PLAIN, KS67050-0323	50.00 %			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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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.



Abbreviated 156 Farm Record

Operator Name : MARTIN LOHRKE
CRP Contract Number(s) : 11282, 11283
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
641.35	356.23	356.23	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	283.93		0.00		72.30	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SORGH	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	283.93	50.98	31	0
Grain Sorghum	0.00	11.39	0	0
TOTAL	283.93	62.37		

NOTES

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Tract Number : 13422

Description : N2N2 28-30-10
FSA Physical Location : KANSAS/KINGMAN
ANSI Physical Location : KANSAS/KINGMAN
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 : R & D FAMILY LP
Other Producers : FRANCIS N GIEFER
Recon ID : 20-095-2023-104

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
161.83	161.56	161.56	0.00	0.00	0.00	0.00	0.0

Abbreviated 156 Farm Record

Tract 13422 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	121.85	0.00	39.71	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	121.85	28.99	31
Grain Sorghum	0.00	5.13	0
TOTAL	121.85	34.12	

NOTES

Tract Number : 13424

Description : Section 21-30-10 less N2N2
FSA Physical Location : KANSAS/KINGMAN
ANSI Physical Location : KANSAS/KINGMAN
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : R & D FAMILY LP
Other Producers : FRANCIS N GIEFER
Recon ID : 20-095-2023-105

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
479.52	194.67	194.67	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	162.08	0.00	32.59	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	162.08	21.99	31
Grain Sorghum	0.00	6.26	0
TOTAL	162.08	28.25	

NOTES

Flat Ridge 3 Wind Energy

Invenergy

February 15, 2024

R & D Family LP
PO BOX 323
Garden Plain, Kansas 67050

Thank you for participating in the Flat Ridge 3 Wind Energy Center project as a landowner. A check has been mailed to you separately from this letter. If you have elected to receive payments via direct deposit, your payment has been deposited into your account.

Pursuant to Section 3.1 of your lease agreement, Quarterly Minimum Rent Payments are due March 1, 2024, June 1, 2024, September 1, 2024, and December 1, 2024.

Quarter	Payment Due Date	Total MW Capacity	Price per MW	Allocation	Payment
Q1	3/1/2024	6	\$ 3,000.00	100%	\$ 4,500.00
Q2	6/1/2024	6	\$ 3,000.00	100%	\$ 4,500.00
Q3	9/1/2024	6	\$ 3,000.00	100%	\$ 4,500.00
Q4	12/1/2024	6	\$ 3,000.00	100%	\$ 4,500.00

We look forward to a continuing partnership. If anything regarding your lease changes, such as payee designation or address, please instruct all leaseholders to contact us immediately at the address listed below. You may reach a project representative by calling the Operations & Maintenance Manager, Jacey Bell, at 620-243-4371 or JBell@invenergy.com. You may also contact, Kim Rierson, the Asset Manager, directly at KRierson@invenergy.com.

As you know, the Flat Ridge 3 Wind Energy Center is an active wind power plant, and there are many underground transmission lines in the area. Before proceeding with any digging, it is important that all subsurface systems are clearly marked, and if necessary, de-energized. Please contact a project representative before conducting any type of digging on the leased property.

Best regards,

Jacey Bell

Flat Ridge 3 Wind Energy LLC
Invenergy Services LLC

Agreement #KS021860

nameplate capacity and delivering it to the electric transmission grid. The "Applicable Percentage" shall be:

- (1) For the first ten (10) full calendar years after the Installation Date, three percent (3.0%) per year;
 - (2) For full calendar years eleven (11) through twenty (20), inclusive, after the Installation Date, four percent (4.0 %) per year;
 - (3) For full calendar years twenty one (21) through thirty (30), inclusive, after the Installation Date, five percent (5.0 %) per year; and
 - (4) For full calendar year thirty one (31) after the Installation Date and thereafter until the expiration or termination of the Lease, six percent (6.0%) per year.
- (c) Gross Revenue includes revenue from electricity sales and Ancillary Revenue. Ancillary Revenue comprises all revenue paid to Lessee other than the revenue from electricity sales that may result from the production of electricity from the Wind Facilities. Sources of Ancillary Revenue may include, but shall not be limited to, green tags, emissions credits, renewable portfolio standard certificates and any other non-electricity revenues from the Wind Facilities, but shall not be deemed to include any PTCs (as defined in Section 3.1(d)).
- (d) Lessor and Lessee acknowledge that the Percentage Rent has been established based upon, among other things, the amount, terms and conditions of the U.S. Production Tax Credits ("PTCs") as in effect on December 31, 2007 and projected to be generated by the Project ("Original PTC Amounts"), and that electricity generated on the Premises is sold under a power purchase agreement ("PPA") or similar contract to a purchaser that is not affiliated with Lessee. Lessor and Lessee agree that if either (i) the PTCs to be generated by the Project as of commencement of operation of the Wind Facilities are different from the Original PTC Amounts due to a change in amount, terms or conditions of the PTCs from those in effect on December 31, 2010, or (ii) electricity generated by the Wind Turbines installed on the Premises is not sold under a bona fide arm's length PPA or similar contract to a purchaser that is not affiliated with Lessee, then the first sentence of Section 3.1(b) above shall be deleted and replaced in its entirety by the following:

"3.1(b) After the Installation Date, Lessee shall pay to Lessor \$1.30 per MWh of electricity generated (actual production in MWh, as measured at the transmission substation's busbar), by Wind Facilities owned by Lessee located on the Premises (the "Production Rent") or a minimum annual payment of Three Thousand and 00/100 Dollars (\$3,000.00) per megawatt of rated capacity installed on the Premises (the "Minimum Turbine Rent"), whichever is greater, for each year of the Term. The monetary component of the Production Rent only shall be adjusted annually by the increase or decrease in the Gross Domestic Product Implicit Price Deflator Index for all goods and services, published in the Survey of Current Business by the United States Department of Commerce, Bureau of Economic Analysis ("Index"), but not more than five percent (5%) per year. The base for computing the increase or decrease in the Index for this purpose shall be the Index for the month of November preceding the Installation Date (the "Beginning Index"). The adjustment shall be effective for every full calendar year following the first date that electricity is generated and sold from the Premises, and shall be determined by multiplying such amount to be adjusted by a fraction, the numerator of which is the Index published for the month of November prior to each adjustment and the denominator of which is the Beginning Index. If the Index is discontinued or revised during the Term, such other government index or computation by

which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.”

- (e) Lessee’s obligation to pay Percentage Rent, Production Rent or Minimum Turbine Rent, as applicable, shall commence on the Installation Date and continue throughout the term of any electricity purchase or sale agreement which Lessee may have with respect to electricity generated by the Wind Facilities located on the Premises. All Minimum Turbine Rent obligations shall be prorated for any partial year.
- (f) After the Wind Facilities in the Project commence commercial operations by delivering commercial quantities of electricity to the electric utility grid (“Project COD”), if, and thereafter for so long as, no Wind Turbines have been constructed or are being constructed on the Premises, Lessee shall make the following payments to Lessor:
- (1) If only underground transmission or collection lines are installed on the Premises, a one-time payment in an amount equal to the product of (i) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (prorated for each partial mile) multiplied by (ii) the number of miles of underground transmission or collection cables or wires constructed by Lessee on the Premises, to be paid not later than forty-five (45) days after the first calendar quarter ended after completion of such improvements; or
 - (2) If above-ground transmission or collection lines or roads are installed on the Premises, or if Lessee designates for use roads on the Premises existing prior to the Effective Date, an amount equal to the product of (i) the Acreage Payment Amount (as defined below) multiplied by (ii) the number of acres included in the Premises at the time such payment is due. The “Acreage Payment Amount” shall mean:
 - for full calendar years 1 through 10, inclusive, following Project COD, Three Dollars (\$3.00);
 - for full calendar years 11 through 20, inclusive, following Project COD, Four Dollars (\$4.00);
 - for full calendar years 21 through 30, inclusive, following Project COD, Five Dollars (\$5.00); and
 - for full calendar year 31 following Project COD through the end of the Term, Six Dollars (\$6.00).

Such payment shall be paid annually not later than forty-five (45) days after the end of each calendar year following the first full calendar year after Project COD.

- (g) If Lessee installs a tower, sensors, and data logging electronics on the Premises for the sole purpose of collecting meteorological data (a “Met Station”), Lessee shall pay Lessor a fee of Five Hundred Dollars (\$500.00) per Met Station per year while the Met Station is installed. The Met Station Fee will be paid annually and within thirty (30) days after the end of each calendar year, beginning with the year in which the Met Station is installed, prorated for any partial year.

PROPERTY TAX INFORMATION



Database was last updated on 07/25/2024

[Return To County Website](#) [Logout](#)

Tax Statement Details

Type	CAMA Number	Tax Identification
RL	195 21 0 00 00 002 00 0 01	300-1952100000002000
Owner ID	RDFA00001R & D FAMILY LP	
Taxpayer ID	RDFA00001R & D FAMILY LP	
0 SW 160		67112
Subdivision	Unknown	Block Lot(s) Section 21 Township 30 Range 10
Tract 1	LIB 3093/3095	

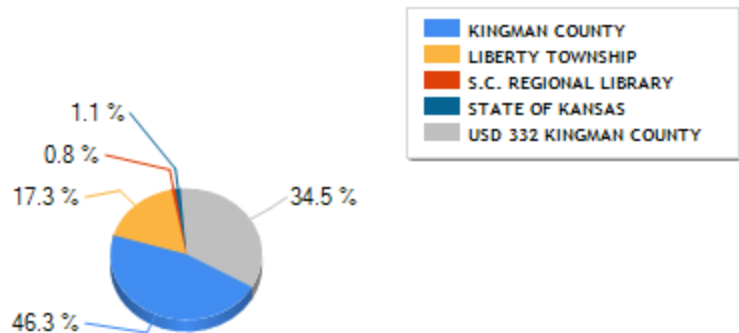
[Current Taxes](#)
[Current Real Estate Detail](#)
[GIS Map](#)
[Print Friendly Version](#)

Statement # 0007271

Details

Total Assessed Value:	\$12,386.00
Total Mill Levy:	141.29000
General Tax:	\$1,750.02
Specials:	\$0.00
Total Tax:	\$1,750.02
Received To Date:	\$1,750.02
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

Taxes by Tax Districts



Receipt Information

Receipt #	Date	Tax Year	TaxInt/Fee
2606	12/12/2023	2023	\$1,750.02 \$0.00

For delinquent tax pay off amount contact Kingman County Treasurer, 130 N. Spruce, Kingman KS, 67068, (620) 532-3461.

[Back To Search Results](#)

[Back To Search Criteria](#)

PROPERTY TAX INFORMATION



Database was last updated on 07/25/2024

[Return To County Website](#) [Logout](#)

Tax Statement Details

Type	CAMA Number	Tax Identification
RL	198 28 0 00 00 001 00 0 01	300-198280000001000
Owner ID	RDFA00001R & D FAMILY LP	
Taxpayer ID	RDFA00001R & D FAMILY LP	
0 SW 160		67112
Subdivision Unknown	Block	Lot(s)
Tract 1 LIB 3138/3140		
		Section 28 Township 30 Range 10

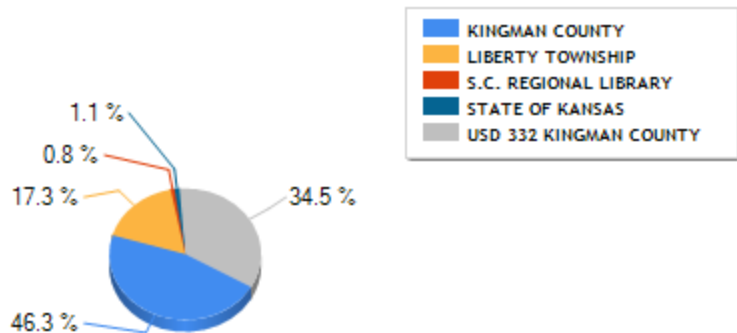
[Current Taxes](#)
[Current Real Estate Detail](#)
[GIS Map](#)
[Print Friendly Version](#)

Statement # 0006169

Details

Total Assessed Value:	\$7,149.00
Total Mill Levy:	141.29000
General Tax:	\$1,010.08
Specials:	\$0.00
Total Tax:	\$1,010.08
Received To Date:	\$1,010.08
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

Taxes by Tax Districts



Receipt Information

Receipt #	Date	Tax Year	TaxInt/Fee
2606	12/12/2023	2023	\$1,010.08 \$0.00

For delinquent tax pay off amount contact Kingman County Treasurer, 130 N. Spruce, Kingman KS, 67068, (620) 532-3461.

[Back To Search Results](#)

[Back To Search Criteria](#)

Commitment Cover Page

Order Number: 3081117

Delivery Date: 06/26/2024

Property Address: 0 SW 160th Ave, Nashville, KS 67112

For Closing Assistance

Courtney Ellithorpe
410 N. Main Street
Kingman, KS 67068
Office: (620) 532-2011
cellithorpe@security1st.com

Gail Brown
410 N. Main Street
Kingman, KS 67068
Office: (620) 532-2011
gbrown@security1st.com

For Title Assistance

Regina Adelhardt
410 N. Main Street
Kingman, KS 67068
Office: (620) 532-2011
radelhardt@security1st.com

Buyer/Borrower

TBD
Delivered via: Electronic Mail

Agent for Seller

Gene Francis & Associates LLC
Attention: Jami Viner
229 North Main Street
Cheney, KS 67025
(316) 540-3124 (Work)
(316) 540-0134 (Work Fax)
jami@genefrancis.com
Delivered via: Electronic Mail

Seller/Owner

R&D Family LP
Delivered via: Electronic Mail

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

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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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

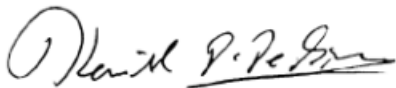
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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

Issuing Agent: Security 1st Title

 Security 1st Title

Regina Adelhardt
(620) 532-2011 (Work)
(620) 532-5383 (Work Fax)
radelhardt@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity To Be Determined
Issuing Office:	410 N. Main Street Kingman, KS 67068	Title Contact:	Regina Adelhardt (620) 532-2011 (Work) (620) 532-5383 (Work Fax) radelhardt@security1st.com
ALTA Universal ID:	0001194		
Loan ID Number:			
Commitment No.:	KS-C3081117-KM		
Property Address:	0 SW 160th Ave Nashville, KS 67112		

SCHEDULE A

1. Commitment Date:

06/12/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021
Proposed Insured: A Legal Entity To Be Determined
The estate or interest to be insured: Fee Simple

TBD

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:

R & D Family, L.P.

5. The Land is described as follows:

Tract 1:

The South Half of the North Half (S/2 N/2) and the South half (S/2) of Section Twenty-one (21), Township Thirty (30) South, Range Ten (10) West of the 6th P.M., Kingman County, Kansas

Tract 2:

The North Half of the Northeast Quarter (N/2 NE/4) and the North Half of the Northwest Quarter (N/2 NW/4) of Section Twenty-eight (28), Township Thirty (30) South, Range Ten (10) West of the 6th P.M., Kingman County, Kansas

Security 1st Title, LLC

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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, and recorded in the Public Records.
5. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
6. **Proper resolution must be furnished this company of the governing body of R & D Family, L.P., a Kansas limited partnership, authorizing the sale/purchase/mortgaging of said property and directing who is authorized to execute the closing documents and deeds to consummate said transaction on behalf of said R & D Family, L.P., a Kansas limited partnership,**
7. **File a Warranty Deed from R & D Family, L.P. to A Legal Entity To Be Determined.**
8. **Provide this company with a properly completed and executed Owner's Affidavit.**
9. **Recording Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.

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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 and not 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. **General taxes and special assessments for the year 2023 in the amount of \$1,750.02, Paid. (Tract 1)**

Property ID # 048-195-21-0-00-00-002.00-0
8. **General taxes and special assessments for the year 2023 in the amount of \$1,010.08, Paid.(Tract 2)**

Property ID # 048-198-28-0-00-00-001.00-0
9. **An easement for pipeline, recorded as Misc. Book MV, Page [328](#).
In favor of: Kansas Pipe Line & Gas Co. Assignment and Assumption recorded as Misc. Book M239, Page [44](#).
Affects: N/2 SW/4 & S/2 NW/4 21-30-10**
10. **An easement for road right-of-way, recorded as Misc. Book M138, Page [4](#) and Misc. Book M138, Page [37](#).
In favor of: Kingman County, Kansas
Affects: tracts in 21-30-10 & 28-30-10**
11. **An easement for telephone line or systems, recorded as Misc. Book M204, Page [74](#).
In favor of: South Central Telephone Associations, Inc.
Affects: SW/4 SW/4 21-30-10 & N2 NW/4 28-30-10**
12. **Terms and provision contained in the Lease executed by R & D Family L.P., as lessor, and BP Wind Energy North America Inc., as lessee, as evidenced by the Memorandum of Lease and Easements recorded as Misc. Book M233, Page [10](#). Memorandum of Assignment recorded as Misc. Book M239, Page [6](#). Encroachment Permit recorded as Misc. Book M263, Page [105](#).**

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13. The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.
14. Subject to existing road, street or highway rights of way.
15. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
16. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the KINGMAN County Register of Deeds.

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

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SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 **Property Address:** 640ac S/2 N/2 & S/2 21-30-10W and N/2N/2 28-30-10W Kingman Co KS
 2 **Seller:** R & D Family LP **Date of Purchase:** _____
 3 **Property currently zoned as:** AGRICULTURAL

4 **Message to the Seller:** This statement is a disclosure of the condition of the above described Property known by the SELLER on
 5 the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction,
 6 and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know
 7 something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the
 8 form. Prospective Buyers may rely on the information you provide.

9 **Instructions:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available
 10 supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a
 11 question, use the comment lines to explain.

12 By signing below, you acknowledge that the failure to disclose known material information about the Property may result in liability.

13 **Message to the Buyer:** Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material
 14 (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is
 15 important that you take an active role in obtaining the information about the Property.

16 **Instructions:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any
 17 incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain
 18 professional inspections of the Property. (6) Investigate the surrounding area.

19 **THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).**

PART I

Indicate the condition of the following items by marking the appropriate box.
 Check only one box for each item.

	None	Does Not Transfer	Working	Not Working	Don't Know	
20						WATER SYSTEMS
21	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well/Pump <u>110 VOLT ELECTRIC PUMP</u>
22	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drinking _____ Irrigation <input checked="" type="checkbox"/>
23						Location <u>SE CORNER SEC 21</u>
24						Depth <u>WINDOWN, PUMP IS AT 40'</u>
25						Type <u>ELECTRIC</u>
26						If on well water, has water ever shown test results of contamination? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
27						Is the property connected to <input type="checkbox"/> city <input type="checkbox"/> rural water systems?
28						Rural Water Transfer? <input type="checkbox"/> Yes <input type="checkbox"/> No Transfer Fee \$ _____
29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cistern _____
30	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other _____
31						Comments: <u>THESE ARE 2 WINDMILLS, & 2 SOLAR WELLS</u>
32						<u>MAYBE 60' DEEP -</u>

	None	Does Not Transfer	Working	Not Working	Don't Know	
33						DRAINAGE/SEWAGE SYSTEMS
34	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Lines _____
35	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic/Laterals _____
36	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lagoon _____
37	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tank Size _____ Location _____
38	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	# Feet of Laterals _____
39	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other _____
40	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other _____
41						Comments: _____
42						_____

Seller's Initials DR Buyer's Initials _____

PART II

Answer questions to the best of your (Seller's) knowledge.

None Does Not Transfer Working Not Working Don't Know

GAS/ELECTRIC

- 43 Is there a propane tank on the property?
44 If yes, is it owned leased?
45 Company:
46 Are there solar panels on the property?
47 If yes, are they owned rented/leased?
48 Company:
49 Are there wind turbines on the property?
50 If yes, are they owned rented/leased?
51 Company: INVENERGY
52 Is there hydroelectric on the property?

Yes No Don't Know

- 53 Is gas connected to property? If not, distance to nearest source? MILE OR TWO
54 Is electricity connected to property? If not, distance to nearest source? MILE OR TWO
55 To your knowledge, is there any additional costs to hook up utilities?
56 If yes, please explain:
57
58 Comments:
59

DRAINAGE/SEWAGE SYSTEMS

- 60 Is property connected to a public sewer system?
61 If yes, no explanation required.
62 Is there a septic tank/lagoon system serving this property?
63 If yes, when was it last serviced? Date
64 To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
65 To your knowledge, is the property located in a federally designated flood plain or wetlands area?
66 Is the property located in a subdivision with a master drainage plan?
67 If so, is this property in compliance?
68 Has the property ever had a drainage problem during your ownership?
69 Do you currently pay flood insurance?
70 Other drainage/sewage systems and their conditions:
71 Comments:
72

BOUNDARIES/LAND

- 73 Have you had a survey of your property?
74 Are the boundaries of your property marked in any way?
75 Is there any fencing on the boundary(ies) of the property?
76 If yes, does the fencing belong to the property?
77 To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
78 Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
79
80 Is this property owner responsible for maintenance of any such shared feature?
81 Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
82
83 Comments:
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Seller's Initials Buyer's Initials

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Yes No Don't Know

HOMEOWNER'S ASSOCIATION

Is the property subject to rules or regulations of any homeowner's association?
 Annual dues \$ _____ Initiation Fee \$ _____
 To your knowledge, are there any problems relating to any common area?
 Have you been notified of any condition which may result in an increase in assessments?
 Comments: _____

ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?
 Asbestos
 Contaminated soil or water (including drinking water)
 Landfill or buried materials
 Methane gas
 Oil sheers in wet areas
 Radioactive material
 Toxic material disposal (e.g., solvents, chemicals, etc.)
 Underground fuel or chemical storage tanks
 EMFs (Electro Magnetic Fields)
 Gas or oil wells in area
 Other
 To your knowledge, are any of the above conditions present near your property?
 Comments: GAS PIPELINES RUN THROUGH SECTION 21

MISCELLANEOUS

To your knowledge:
 Are there any gas/oil wells on the property or adjacent property?
 Is the present use of the property a non-conforming use?
 Are there any violations of local, state or federal government laws or regulations relating to this property?
 Is there any existing or threatened legal or regulatory action affecting this property?
 Are there any current special assessments or do you have knowledge of any future assessments?
 Are there any proposed or pending zoning changes on this or adjacent property?
 Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
 Are there any diseased or dead trees or shrubs?
 Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
 Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.
 Comments: COULD BE

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

 Crops planted at the time of sale:
 _____ pass with the land to the Buyer _____ remain with the Seller
 _____ none _____ negotiable
 Other (please describe): SELLER GET'S 1/3 OF BEAN CROP
SELLER GET'S FINAL PASTURE RENT PAYMENT

Seller's Initials DK Buyer's Initials _____

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Tenant's rights apply to the subject property with lease or shares as follows: _____
TENANT PLANT & RECEIVES 2/3 OF 2025 WHEAT CROP
TENANT COST'S 1/2 OF CROP PAYMENTS
Water Rights:
N/A { _____ pass with the land to the Buyer - Permit # _____
_____ remain with the Seller - Permit # _____
_____ have been terminated
Comments: _____

SELLER'S ACKNOWLEDGMENT

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Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate brokers and agents and prospective buyers of the property.

150 R & D FAMILY, L.P.
Shirley & David GEN PARTNER 6/27/2024 _____
151 Seller Date Seller Date

OR

152 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.
153 ~~I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.~~

154 R & D FAMILY, L.P.
Shirley & David GEN PARTNER 6/27/2024 _____
155 Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

- 156
157 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.
158 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of
159 any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- 160 2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been
161 advised to have the property examined by professional inspectors.
- 162 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical
163 defects in the property. I state that no important representations concerning the condition of the property are being relied
164 upon by me except as disclosed above or as fully set forth as follows: _____
165 _____
- 166 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
167 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire
168 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)
169 at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
- 170 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base
171 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise
172 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information
173 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I
174 may find information by contacting the Metropolitan Area Planning Department.

175 _____
176 Buyer Date Buyer Date

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Seller's Initials _____ Buyer's Initials _____