

# AUCTION

## PROPERTY INFORMATION



**Find Your Freedom<sup>®</sup>**

*Marvin & Vivian Becker Trust  
Hodgeman County, KS*



**Heritage Brokers  
& Auctioneers**

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**Heritage Brokers  
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United County | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 95 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: [www.BidHeritage.com](http://www.BidHeritage.com) (for Auctions) and [www.BuyHeritage.com](http://www.BuyHeritage.com) (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink that reads "Shawn Terrel". The signature is fluid and cursive, with a large loop at the end.

R. Shawn Terrel, CAI, AARE  
Owner / Broker / Auctioneer

**UNITED COUNTRY®**

*in Kansas City since 1925*

(877) 318-0438 Office \* (816) 420-6219 Fax \* 2820 NW Barry Rd., Kansas City, MO 64154

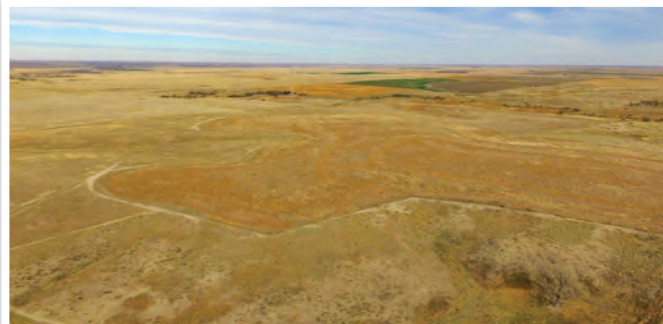
[www.BidHeritage.com](http://www.BidHeritage.com) & [www.BuyHeritage.com](http://www.BuyHeritage.com)

# AUCTION ONLINE ONLY

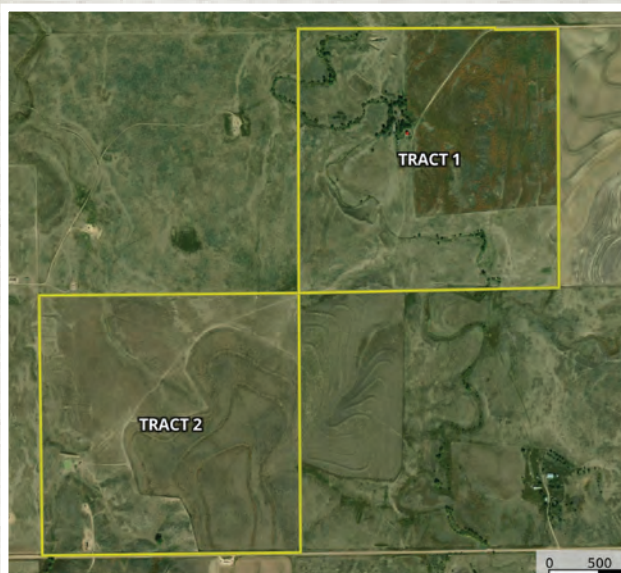
**PREVIEW  
DATES:**  
Saturday  
Jan 22nd  
Feb 12th  
12:00 PM

23295 NW T Road Jetmore, KS 67854

**BID ONLINE:** [www.BidHeritage.com](http://www.BidHeritage.com)



**BIDDING ENDS: March 2 at 6:00pm CT**



## **TRACT 1:**

160 +/- acres  
2 bed, 1 bath home  
New Dakota Water Well  
32x48 Barn  
Livestock corrals  
61.37 +/- acres CRP  
50% Mineral rights  
Fenced

## **TRACT 2:**

158 +/- acres  
Pond with Windmill  
62.4 +/- acres CRP  
Fenced



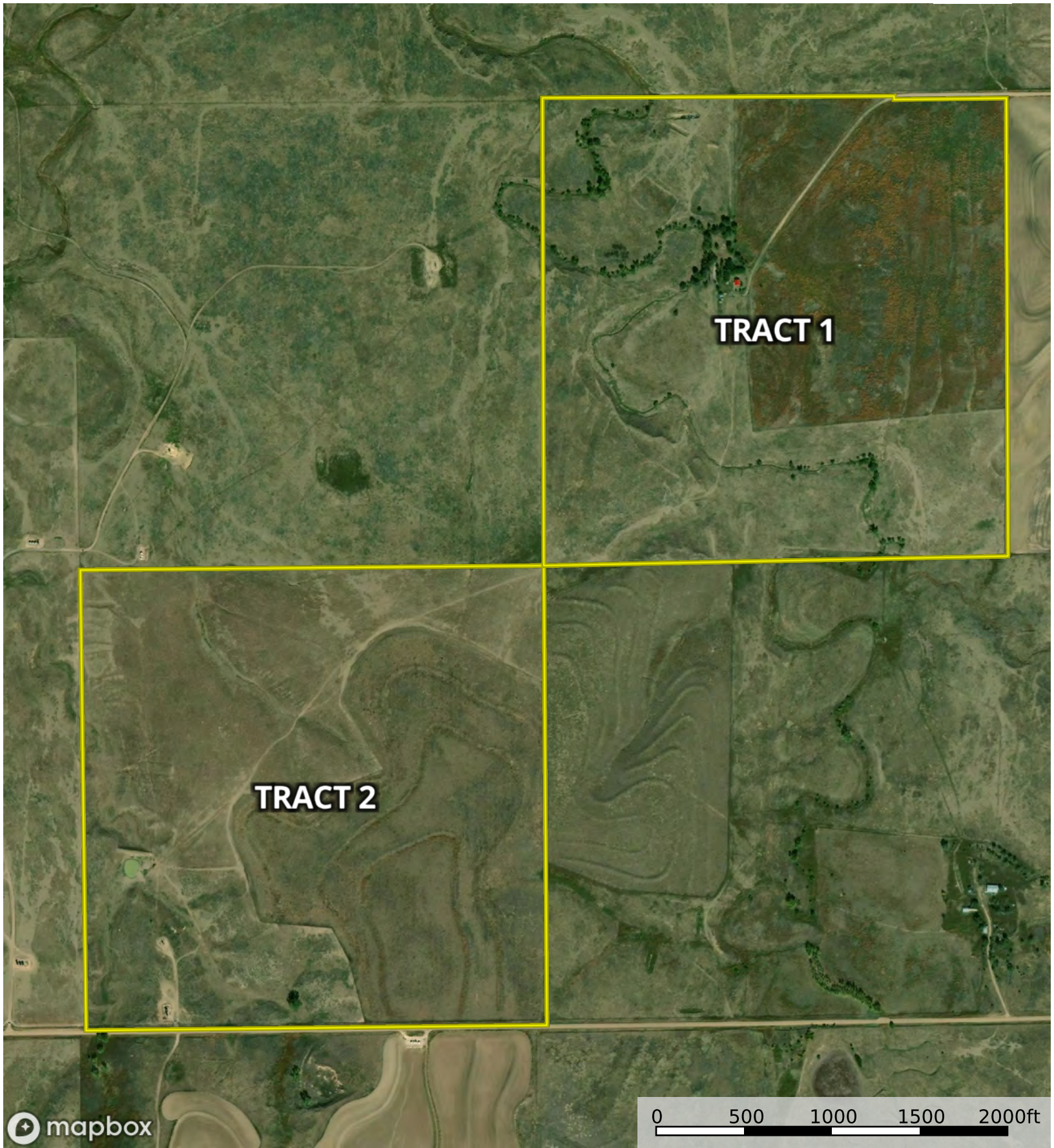
**Heritage Brokers  
& Auctioneers**

**Darrin Addison**  
Auction Manager  
**620-338-0894**

**Shawn Terrel, CAI, AARE, UCMA**  
Real Estate Broker / Auctioneer  
KS #BR00216208 | MO #2012000450  
**877-318-0438**

**Seller: Marvin & Vivian Becker Trust** TERMS: All bidding is conducted Online Only. 3% Buyer's Premium applies. 10% down with the balance due at closing within 30 days. See website for complete terms & conditions. Franchise office is independently owned & operated.





mapbox

0 500 1000 1500 2000ft

TRACT 1    TRACT 2

## Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I \_\_\_\_\_ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction: **23295 NW T Road, Jetmore, Kansas 67854**

### **Legally Described as:**

**Tract 1:** Southeast Quarter (SE/4) of Section Thirty-one (31), Township Twenty-one (21) South, Range Twenty-four (24) West of the 6th P.M., Hodgeman County, Kansas.

**Tract 2:** Northwest Quarter (NW/4) of Section Thirty-two (32), Township Twenty-one (21) South, Range Twenty-four (24) West of the 6th P.M., Hodgeman County, Kansas.

### **Bidding Open & Close Dates/Times:**

- o Online Bidding Opens on Tuesday, February 1st, 2022 at 6:00pm CT
- o Online Bidding Closes on Wednesday, March 2nd, 2022 at 6:00pm CT

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to the auction company, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

## Online Auction Terms & Conditions

- 1) **Seller's Confirmation:** The property is being offered in an Online Only Auction, with all bids being subject to approval by Seller.
- 2) **Auction Bidding Registration:** Online bidder hereby acknowledges that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may **contact Lucinda Terrel at (816) 420-6257 or by email at [Lucinda@BuyHeritage.com](mailto:Lucinda@BuyHeritage.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above.
- 4) **Property Preview:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the property preview dates as advertised. The property may also be inspected by scheduling an appointment with the Auction company at (877)318-0438.

- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property and financing is NOT a contingency in the purchase agreement.
- 6) **Buyer's Premium:** A **THREE Percent (3%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 3% buyer's premium = total purchase price of \$103,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being notified of the Seller's acceptance of their winning bid. Upon the close of the auction the winning bidder will be forwarded via email the Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auction Company (**Heritage Brokers & Auctioneers**) within 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract will be sent using DocuSign for electronic signature. A copy of the Auction Real Estate Sales Contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment:** A non-refundable down payment of **Ten Percent (10%)** of the total contract purchase price will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **April 1st, 2022**. Closing shall take place at **High Plains Title, LLC, 107 Gunsmoke, Dodge City, KS 67801**. Closing Agent is **Mitch Little** and their phone number is **620-225-6574**, email is **mitch@hplt.net**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements filed of record.
- 11) **Minerals:** TRACT 1: 50% of the mineral rights owned by sellers shall transfer with the surface.  
TRACT 2: Sellers do not own any mineral rights, sells surface only.
- 12) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 14) **Title:** Seller shall provide a Preliminary Title Commitment for the property being sold. Buyer shall pay for the issuance of the Title Policy for the property being sold and transferred. Seller shall execute a Warranty Deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the

“Maximum Bid” feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Pre-Auction Offers:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance.



## 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

Richard Shawn Terrel

\_\_\_\_\_  
Supervising/branch broker

\_\_\_\_\_  
Heritage Brokers & Auctioneers

\_\_\_\_\_  
Real estate company name approved by the commission

\_\_\_\_\_  
Buyer/Seller Acknowledgement (not required)



# SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

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

SELLER (Indicate Marital Status): Marvin & Vivian Becker

LEGAL DESCRIPTION: (As described in the attached Legal Description/Company Disclosure Addendum, or described below) 23295 NW T Rd Jetmore Ks 67854  
NW 1/4 Sec 32 Township 21 Range 24

Approximate date SELLER purchased Property: \_\_\_\_\_ Property is currently zoned as \_\_\_\_\_

### 1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects known to SELLER in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

### 2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

### 3. WATER SOURCE.

- a. Is there a water source on or to the Property? ..... Yes  No   
 Public  Private  Well  Cistern  Other  None
- b. If well, state type \_\_\_\_\_ depth 400 age 16 Feet  
 1. Diameter \_\_\_\_\_  
 2. Has water ever been tested? ..... Yes  No
- c. Other water systems & their condition: \_\_\_\_\_
- d. Is there a water meter on the Property? ..... Yes  No
- e. Is there a rural water certificate? ..... Yes  No
- f. Other applicable information: \_\_\_\_\_

If any of the answers in this section are "Yes", explain in detail or attach documentation: \_\_\_\_\_

### 4. GAS/ELECTRIC.

- a. Is there electric service on the Property? ..... Yes  No   
 If "Yes", is there a meter? ..... N/A  Yes  No
- b. Is there gas service on the Property? ..... Yes  No   
 If "Yes", what is the source? Propane
- c. Are you aware of any additional costs to hook up utilities? ..... Yes  No
- d. Other applicable information: \_\_\_\_\_

If any of the answers in this section are "Yes", explain in detail or attach documentation: \_\_\_\_\_

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5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:

- a. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? ..... Yes  No
- b. Any drainage or flood problems on the Property or adjacent properties? ..... Yes  No
- c. Any neighbors complaining Property causes drainage problems? ..... Yes  No
- d. The Property having had a stake survey? ..... Yes  No
- e. Any boundaries of the Property being marked in any way? ..... Yes  No
- f. Having an Improvement Location Certificate (ILC) for the Property? ..... Yes  No
- g. Any fencing/gates on the Property? ..... Yes  No   
If "Yes", does fencing/gates belong to the Property? ..... Yes  No
- h. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? ..... Yes  No
- i. Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the Property or in the immediate vicinity? ..... Yes  No
- j. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes  No
- k. Other applicable information: \_\_\_\_\_

If any of the answers in this section are "Yes" (except g), explain in detail or attach all warranty information and other documentation: \_\_\_\_\_

6. SEWAGE.

- a. Does the Property have any sewage facilities on or connected to it? ..... Yes  No   
If "Yes", are they:  
 Public Sewer    Private Sewer    Septic System    Cesspool  
 Lagoon    Grinder Pump    Other \_\_\_\_\_  
If applicable, when last serviced? \_\_\_\_\_  
By whom? \_\_\_\_\_
- b. Has Property had any surface or subsurface soil testing related to installation of sewage facility? ..... N/A  Yes  No
- c. Are you aware of any problems relating to the sewage facilities? ..... Yes  No

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: \_\_\_\_\_

7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES. (Check and complete applicable box(es))

- a. Are there leasehold interests in the Property? ..... Yes  No   
If "Yes", complete the following:  
Lessee is: \_\_\_\_\_  
Contact number is: \_\_\_\_\_  
Seller is responsible for: \_\_\_\_\_  
Lessee is responsible for: \_\_\_\_\_  
Split or Rent is: \_\_\_\_\_  
Agreement between Seller and Lessee shall end on or before: \_\_\_\_\_  
 Copy of Lease is attached.

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- b. Are there tenant's rights in the Property? ..... Yes  No
- If "Yes", complete the following:
- Tenant/Tenant Farmer is: \_\_\_\_\_
- Contact number is: \_\_\_\_\_
- Seller is responsible for: \_\_\_\_\_
- Tenant/Tenant Farmer is responsible for: \_\_\_\_\_
- Split or Rent is: \_\_\_\_\_
- Agreement between Seller and Tenant shall end on or before: \_\_\_\_\_
- Copy of Agreement is attached.
- c. Do additional leasehold interests or tenant's rights exist? ..... Yes  No
- If "Yes", explain: \_\_\_\_\_

8. MINERAL RIGHTS (unless superseded by local, state or federal laws).

- Pass unencumbered with the land to the Buyer.
- Remain with the Seller.
- Have been previously assigned as follows: \_\_\_\_\_

9. WATER RIGHTS (unless superseded by local, state or federal laws).

- Pass unencumbered with the land to the Buyer.
- Remain with the Seller.
- Have been previously assigned as follows: \_\_\_\_\_

10. CROPS (planted at time of sale).

- Pass with the land to the Buyer.
- Remain with the Seller.
- Have been previously assigned as follows: \_\_\_\_\_

11. GOVERNMENT PROGRAMS.

- a. Are you currently participating, or do you intend to participate, in any government farm program? ..... Yes  No
- b. Are you aware of 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

If any of the answers in this section are "Yes", explain in detail or attach documentation: \_\_\_\_\_

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground storage tanks on or near Property? ..... Yes  No
- b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil tanks, oil spills, tires, batteries, or other hazardous conditions)? ..... Yes  No
- If "Yes", what is the location? \_\_\_\_\_
- c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? ..... Yes  No
- d. Any disposal of any hazardous waste products, chemicals, polychlorinated biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or insulation on the Property or adjacent property? ..... Yes  No
- e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers 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

SELLER | SELLER | Initials

Initials | BUYER | BUYER

&

- 155 g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? ..... Yes  No
- 156 h. Any other environmental conditions on the Property or adjacent properties? ..... Yes  No
- 157 i. Any tests conducted on the Property? ..... Yes  No
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If any of the answers in this section are "Yes" (except b), explain in detail or attach documentation: \_\_\_\_\_

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13. 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. 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 abandoned wells on the Property? ..... Yes  No
- j. Any public authority contemplating condemnation proceedings? ..... Yes  No
- k. Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? ..... Yes  No
- l. Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? ..... Yes  No
- m. Any unrecorded interests affecting the Property? ..... Yes  No
- n. Anything that would interfere with passing clear title to the Buyer? ..... Yes  No
- o. The Property being subject to a right of first refusal? ..... Yes  No   
If "Yes", number of days required for notice: \_\_\_\_\_

If any of the answers in this section are "Yes", explain in detail or attach documentation: \_\_\_\_\_

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

Electric Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Gas Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Water Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Other: \_\_\_\_\_ Phone # \_\_\_\_\_

15. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? ..... N/A  Yes  No   
If "Yes", list: \_\_\_\_\_

Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

The undersigned SELLER represents, to the best of their knowledge, 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 Licensee assisting SELLER 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. (SELLER and BUYER initial and date any changes and/or any list of additional changes. If attached, # \_\_\_\_\_ of pages).

WB
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SELLER
SELLER
BUYER
BUYER

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

214  
215 Marin Decker 12.13.2021 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
216 SELLER DATE SELLER DATE  
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218 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 219  
220  
221 1. I understand and agree the information in this form is limited to information of which SELLER has actual  
222 knowledge and SELLER need only make an honest effort at fully revealing the information requested.  
223 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents  
224 concerning the condition or value of the Property.  
225 3. I agree to verify any of the above information, and any other important information provided by SELLER or  
226 Broker(s) (including any information obtained through the Multiple Listing Service) by an independent  
227 investigation of my own. I have been specifically advised to have the Property examined by professional  
228 inspectors. Buyer assumes responsibility Property is suitable for their intended use.  
229 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in the  
230 Property.  
231 5. I specifically represent there are no important representations concerning the condition or value of the Property  
232 made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by  
233 them.

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236 \_\_\_\_\_  
237 BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® 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. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



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

SELLER (Indicate Marital Status): Marvin + Vivian Becker

PROPERTY: 23295 NW T Rd

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

3. OCCUPANCY.

Approximate age of Property? 1946 How long have you owned? 17
Does SELLER currently occupy the Property? Yes No
If "No", how long has it been since SELLER occupied the Property? 17 years/months

SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. Manufactured Modular Conventional/Wood Frame Mobile Other

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

- a. Any fill or expansive soil on the Property? Yes No
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No
c. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes No
d. Any drainage or flood problems on the Property or adjacent properties? Yes No
e. Any flood insurance premiums that you pay? Yes No
f. Any need for flood insurance on the Property? Yes No
g. Any boundaries of the Property being marked in any way? Yes No
h. The Property having had a stake survey? Yes No
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No
j. Any fencing on the Property? Yes No
If "Yes", does fencing belong to the Property? N/A Yes No
k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

Initials SELLER SELLER Initials BUYER BUYER





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**9. ADDITIONS AND/OR REMODELING.**

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ..... N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_

**10. PLUMBING RELATED ITEMS.**

- a. What is the drinking water source?  Public  Private  Well  Cistern  Other: \_\_\_\_\_  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, has water been tested for safety? ..... N/A  Yes  No   
If "Yes", when was the water last checked for safety? \_\_\_\_\_ (attach test results)
- c. Is there a water softener on the Property? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- d. Is there a water purifier system? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- e. What type of sewage system serves the Property?  Public Sewer  Private Sewer  
 Septic System, Number of Tanks \_\_\_\_\_  Cesspool  Lagoon  Other \_\_\_\_\_
- f. Approximate location of septic tank and/or absorption field: \_\_\_\_\_
- g. The location of the sewer line clean out trap is: \_\_\_\_\_
- h. Is there a sewage pump on the septic system? ..... N/A  Yes  No
- i. Is there a grinder pump system? ..... Yes  No
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- k. Is there a sprinkler system? ..... Yes  No   
Does sprinkler system cover full yard and landscaped areas? ..... N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ..... Yes  No
- m. Type of plumbing material currently used in the Property:  
 Copper  Galvanized  PVC  PEX  Other \_\_\_\_\_  
The location of the main water shut-off is: \_\_\_\_\_
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... N/A  Yes  No

If your answer to (l) in this section is "Yes", explain in detail or attach available documentation: \_\_\_\_\_  
\_\_\_\_\_

VB VTRB Initials \_\_\_\_\_ Initials \_\_\_\_\_  
SELLER SELLER BUYER BUYER

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**11. HEATING AND AIR CONDITIONING.**

- a. Does the Property have air conditioning? ..... Yes  No   
 Central Electric  Central Gas  Heat Pump  Window Unit(s)  
 Unit    Age of Unit    Leased    Owned    Location    Last Date Serviced/By Whom?  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_
- b. Does the Property have heating systems? ..... Yes  No   
 Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  
 Fuel Tank  Other \_\_\_\_\_  
 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  Tankless  
 Unit    Age of Unit    Leased    Owned    Location    Capacity    Last Date Serviced/By Whom?  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_
- e. Are you aware of any problems regarding these items? ..... Yes  No   
 If "Yes", explain in detail: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**12. ELECTRICAL SYSTEM.**

- a. Type of material used:  Copper  Aluminum  Unknown
- b. Type of electrical panel(s):  Breaker  Fuse  
 Location of electrical panel(s): Basement  
 Size of electrical panel(s) (total amps), if known: \_\_\_\_\_
- c. Are you aware of any problem with the electrical system? ..... Yes  No   
 If "Yes", explain in detail: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- a. Any underground tanks on the Property? ..... Yes  No
  - b. Any landfill on the Property? ..... Yes  No
  - c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? ..... Yes  No
  - d. Any contamination with radioactive or other hazardous material? ..... Yes  No
  - e. Any testing for any of the above-listed items on the Property? ..... Yes  No
  - f. Any professional testing/mitigation for radon on the Property? ..... Yes  No
  - g. Any professional testing/mitigation for mold on the Property? ..... Yes  No
  - h. Any other environmental issues? ..... Yes  No
  - i. Any controlled substances ever manufactured on the Property? ..... Yes  No
  - j. Any methamphetamine ever manufactured on the Property? ..... Yes  No
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MD VTRB Initials \_\_\_\_\_ Initials \_\_\_\_\_  
SELLER SELLER BUYER BUYER

- 208 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 209 a. The Property located outside of city limits?..... Yes  No
- 210 b. Any current/pending bonds, assessments, or special taxes that
- 211 apply to Property? ..... Yes  No
- 212 If "Yes", what is the amount? \$ \_\_\_\_\_
- 213 c. Any condition or proposed change in your neighborhood or surrounding
- 214 area or having received any notice of such? ..... Yes  No
- 215 d. Any defect, damage, proposed change or problem with any
- 216 common elements or common areas? ..... Yes  No
- 217 e. Any condition or claim which may result in any change to assessments or fees?..... Yes  No
- 218 f. Any streets that are privately owned? ..... Yes  No
- 219 g. The Property being in a historic, conservation or special review district that
- 220 requires any alterations or improvements to the Property be approved by a
- 221 board or commission? ..... Yes  No
- 222 h. The Property being subject to tax abatement?..... Yes  No
- 223 i. The Property being subject to a right of first refusal?..... Yes  No
- 224 If "Yes", number of days required for notice: \_\_\_\_\_
- 225 j. The Property being subject to covenants, conditions, and restrictions of a
- 226 Homeowner's Association or subdivision restrictions? ..... Yes  No
- 227 k. Any violations of such covenants and restrictions? ..... N/A  Yes  No
- 228 l. The Homeowner's Association imposing its own transfer fee and/or
- 229 initiation fee when the Property is sold? ..... N/A  Yes  No
- 230 If "Yes", what is the amount? \$ \_\_\_\_\_
- 231 m. The Property being subject to a Homeowners Association fee?..... Yes  No
- 232 If "Yes", Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of
- 233 \$ \_\_\_\_\_ payable  yearly  semi-annually  monthly  quarterly, sent to:
- 234 \_\_\_\_\_ and such includes:
- 235 \_\_\_\_\_
- 236 Homeowner's Association/Management Company contact name, phone number, website, or email address:
- 237 \_\_\_\_\_
- 238 \_\_\_\_\_
- 239 \_\_\_\_\_
- 240 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes  No

242 **If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:**

243 Rural House

244 \_\_\_\_\_

245 \_\_\_\_\_

247 **15. PREVIOUS INSPECTION REPORTS.**

- 248 Has Property been inspected in the last twelve (12) months? ..... Yes  No
- 249 If "Yes", a copy of inspection report(s) are available upon request.
- 250

251 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 252 a. Any of the following?
- 253  Party walls  Common areas  Easement Driveways ..... Yes  No
- 254 b. Any fire damage to the Property? ..... Yes  No
- 255 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No
- 256 d. Any violations of laws or regulations affecting the Property? ..... Yes  No
- 257 e. Any other conditions that may materially affect the value
- 258 or desirability of the Property? ..... Yes  No
- 259 f. Any other condition, including but not limited to financial, that may prevent
- 260 you from completing the sale of the Property? ..... Yes  No
- 261 g. Any animals or pets residing in the Property during your ownership? ..... Yes  No
- 262 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes  No
- 263 i. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes  No
- 264 List locks without keys \_\_\_\_\_
- 265 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No
- 266 k. Any unrecorded interests affecting the Property? ..... Yes  No
- 267 l. Anything that would interfere with giving clear title to the BUYER? ..... Yes  No

TRB Initials  
SELLER SELLER

Initials \_\_\_\_\_  
BUYER BUYER

- 268 m. Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 269 n. Any litigation or settlement pertaining to the Property? ..... Yes  No
- 270 o. Any added insulation since you have owned the Property? ..... Yes  No
- 271 p. Having replaced any appliances that remain with the Property in the  
272 past five (5) years? ..... Yes  No
- 273 q. Any transferable warranties on the Property or any of its  
274 components? ..... Yes  No
- 275 r. Having made any insurance or other claims pertaining to the Property  
276 in the past five (5) years? ..... Yes  No
- 277 If "Yes", were repairs from claim(s) completed? ..... N/A  Yes  No
- 278 s. Any use of synthetic stucco on the Property? ..... Yes  No

280 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_  
 281 \_\_\_\_\_  
 282 \_\_\_\_\_  
 283 \_\_\_\_\_  
 284 \_\_\_\_\_

- 285 **17. UTILITIES.** Identify the name and phone number for utilities listed below.
- 286 Electric Company Name: HANE - SCOTT Phone # \_\_\_\_\_
  - 287 Gas Company Name: Dodge City Coop Phone # \_\_\_\_\_
  - 288 Water Company Name: Private Phone # \_\_\_\_\_
  - 289 Trash Company Name: Private Phone # \_\_\_\_\_
  - 290 Other: \_\_\_\_\_ Phone # \_\_\_\_\_
  - 291 Other: \_\_\_\_\_ Phone # \_\_\_\_\_

- 293 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**
- 294 Any technology or systems staying with the Property? ..... N/A  Yes  No
- 295 If "Yes" list: \_\_\_\_\_  
 296 \_\_\_\_\_  
 297 \_\_\_\_\_

299 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

301 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

302 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and  
 303 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for  
 304 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in  
 305 Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1  
 306 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-  
 307 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and  
 308 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the  
 309 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property  
 310 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,  
 311 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,  
 312 including, but not limited to:

- |     |                                     |  |
|-----|-------------------------------------|--|
| 313 | Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 314 | Attached lighting                   | Mounted entertainment brackets         |
| 315 | Attached floor coverings            | Plumbing equipment and fixtures        |
| 316 | Bathroom vanity mirrors,            | Storm windows, doors, screens          |
| 317 | attached or hung                    | Window blinds, curtains, coverings     |
| 318 | Fences (including pet systems)      | and window mounting components         |

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MCB VRB Initials \_\_\_\_\_ Initials \_\_\_\_\_  
 SELLER SELLER BUYER BUYER

322 Fill in all blanks using one of the abbreviations listed below.

323 "OS" = Operating and Staying with the Property (any item that is performing its intended function).

324 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.

325 "NA" = Not applicable (any item not present).

326 "NS" = Not staying with the Property (item should be identified as "NS" below.)

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- 330 NS Air Conditioning Window Units, # \_\_\_\_\_
- 331 NA Air Conditioning Central System
- 332 NA Attic Fan
- 333 EX Ceiling Fan(s), # \_\_\_\_\_
- 334 NA Central Vac and Attachments
- 335 NA Closet Systems
- 336 \_\_\_\_\_ Location \_\_\_\_\_
- 337 NA Doorbell
- 338 NA Electric Air Cleaner or Purifier
- 339 NA Electric Car Charging Equipment
- 340 NA Exhaust Fan(s) - Baths
- 341 OS Fences - Invisible & Controls
- 342 Fireplace(s), # \_\_\_\_\_
- 343 \_\_\_\_\_ Location #1 \_\_\_\_\_ Location #2 \_\_\_\_\_
- 344 NA Chimney OS Chimney
- 345 NA Gas Logs NA Gas Logs
- 346 NA Gas Starter NA Gas Starter
- 347 NA Heat Re-circulator NA Heat Re-circulator
- 348 NA Insert NA Insert
- 349 NA Wood Burning Stove NA Wood Burning Stove
- 350 NA Other \_\_\_\_\_ NA Other \_\_\_\_\_
- 351 NA Fountain(s)
- 352 NA Furnace/Heat Pump/Other Heating System
- 353 NA Garage Door Keyless Entry
- 354 NA Garage Door Opener(s), # \_\_\_\_\_
- 355 NA Garage Door Transmitter(s), # \_\_\_\_\_
- 356 NA Gas Yard Light
- 357 NA Humidifier
- 358 NA Intercom
- 359 NA Jetted Tub
- 360 KITCHEN APPLIANCES
- 361 Cooking Unit
- 362 OS Stove/Range
- 363 \_\_\_\_\_ Elec. \_\_\_\_\_ Gas  Convection
- 364 \_\_\_\_\_ Built-in Oven
- 365 \_\_\_\_\_ Elec. \_\_\_\_\_ Gas \_\_\_\_\_ Convection
- 366 \_\_\_\_\_ Cooktop \_\_\_\_\_ Elec. \_\_\_\_\_ Gas
- 367 OS Microwave Oven
- 368 NA Dishwasher
- 369 NA Disposal
- 370 NA Freezer
- 371 \_\_\_\_\_ Location \_\_\_\_\_
- 372 NA Refrigerator (#1)
- 373 \_\_\_\_\_ Location \_\_\_\_\_
- 374 NA Refrigerator (#2)
- 375 \_\_\_\_\_ Location \_\_\_\_\_
- 376 NA Trash Compactor

- NA Laundry - Washer
- NA Laundry - Dryer
- \_\_\_\_\_ Elec. \_\_\_\_\_ Gas
- MOUNTED ENTERTAINMENT EQUIPMENT
- NA Item #1 \_\_\_\_\_
- \_\_\_\_\_ Location \_\_\_\_\_
- NA Item #2 \_\_\_\_\_
- \_\_\_\_\_ Location \_\_\_\_\_
- NA Item #3 \_\_\_\_\_
- \_\_\_\_\_ Location \_\_\_\_\_
- NA Item #4 \_\_\_\_\_
- \_\_\_\_\_ Location \_\_\_\_\_
- NA Item #5 \_\_\_\_\_
- \_\_\_\_\_ Location \_\_\_\_\_
- NA Outside Cooking Unit
- OS Propane Tank
- OS Owned \_\_\_\_\_ Leased \_\_\_\_\_
- NA Security System
- \_\_\_\_\_ Owned \_\_\_\_\_ Leased \_\_\_\_\_
- NA Smoke/Fire Detector(s), # \_\_\_\_\_
- NA Shed(s), # \_\_\_\_\_
- NA Spa/Hot Tub
- NA Spa/Sauna
- NA Spa Equipment
- NA Sprinkler System Auto Timer
- NA Sprinkler System Back Flow Valve
- NA Sprinkler System (Components & Controls)
- NA Statuary/Yard Art
- NA Swing set/Playset
- NA Sump Pump(s), # \_\_\_\_\_
- NA Swimming Pool (Swimming Pool Rider Attached)
- NA Swimming Pool Heater
- NA Swimming Pool Equipment
- NA TV Antenna/Receiver/Satellite Dish
- \_\_\_\_\_ Owned \_\_\_\_\_ Leased \_\_\_\_\_
- OS Water Heater(s)
- NA Water Softener and/or Purifier
- \_\_\_\_\_ Owned \_\_\_\_\_ Leased \_\_\_\_\_
- NA Boat Dock, ID # \_\_\_\_\_
- NA Camera-Surveillance Equipment
- NA Generator
- \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ Other \_\_\_\_\_

MR VRB Initials  
SELLER SELLER

Initials \_\_\_\_\_  
BUYER BUYER

377 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not  
378 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,  
379 invoices, notices or other documents describing or referring to the matters revealed herein:  
380 \_\_\_\_\_  
381 \_\_\_\_\_  
382 \_\_\_\_\_  
383 \_\_\_\_\_

384 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
385 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
386 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to  
387 prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee**  
388 **assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee**  
389 **assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER**  
390 **and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # \_\_\_\_\_ of**  
391 **pages).**

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

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399  
400 Martin Becke 12-31-2021 Diana Prochuck Becke 12-31-2021  
401 SELLER DATE SELLER DATE

403 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 405 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge  
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409 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)  
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411 I have been specifically advised to have Property examined by professional inspectors.  
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418 \_\_\_\_\_  
419 BUYER DATE BUYER DATE

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# LEAD BASED PAINT DISCLOSURE ADDENDUM

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

1 SELLER: Marvin + Vivian Becker Trust  
2  
3 PROPERTY: 23295 NWT Rd Jetmore Ks 67854  
4

5 **Lead Warning Statement:**

6 Every purchaser of any interest in residential real property on which a residential dwelling was built  
7 prior to 1978 is notified that such property may present exposure to lead from lead-based paint that  
8 may place young children at risk of developing lead poisoning. Lead poisoning in young children  
9 may produce permanent neurological damage, including learning disabilities, reduced intelligence  
10 quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk  
11 to pregnant women. The seller of any interest in residential real property is required to provide the  
12 buyer with any information on lead-based paint hazards from risk assessments or inspections in the  
13 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment  
14 or inspection for possible lead-based paint hazards is recommended prior to purchase.  
15

16 **Seller's Disclosure (Initial applicable lines)**

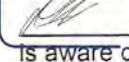
- 17 a. MB VTRB PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED  
18 PAINT HAZARDS: (check one below)  
19  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
20 \_\_\_\_\_  
21  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
22

- 23 b. MB VTRB RECORDS AND REPORTS AVAILABLE TO THE SELLER:  
24 (check one below)  
25  Seller has provided the Buyer with all available records and reports pertaining to lead-based  
26 paint and/or lead-based paint hazards in the housing (list documents below).  
27 \_\_\_\_\_  
28  Seller has no reports or records pertaining to lead-based paint and/or lead-based  
29 paint hazards in the housing.  
30

31 **Buyer's Acknowledgment (Initial applicable lines)**

- 32 c. \_\_\_\_\_ BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED  
33 ABOVE  
34 d. \_\_\_\_\_ BUYER HAS RECEIVED THE PAMPHLET  
35 "Protect Your Family from Lead in Your Home"  
36 e. \_\_\_\_\_ BUYER HAS: (Check one below)  
37  Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment  
38 or inspection for the presence of lead-based paint or lead-based paint hazards; or  
39  Waived the opportunity to conduct a risk assessment or inspection for the presence of  
40 lead-based paint and/or lead-based paint hazards.

41 **Licensee's Acknowledgment: (initial)**

42 f.  Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and  
43 is aware of his/her responsibility to ensure compliance.

44 **Certification of Accuracy**

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

47  
48  
49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
50 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
51 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

52  
53  12-07-2021  
54 \_\_\_\_\_  
55 SELLER DATE BUYER DATE

56  
57  12-7-2021  
58 \_\_\_\_\_  
59 SELLER DATE BUYER DATE

60  
61  12/7/2021  
62 \_\_\_\_\_  
63 LICENSEE ASSISTING SELLER DATE LICENSEE ASSISTING BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® 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. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2021.



Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

**Abbreviated 156 Farm Record**

Operator Name : MARVIN BECKER  
 Farms Associated with Operator : 20-083-2997, 20-083-3287  
 CRP Contract Number(s) : 10235, 11197  
 Recon ID : None  
 Transferred From : None  
 ARCPLC G//F Eligibility : Eligible

**Farm Land Data**

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
317.21	131.18	131.18	0.00	0.00	123.77	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	7.41	0.00		0.00		0.00	0.00	0.00

**Crop Election Choice**

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

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	5.70	27.40	30	
Grain Sorghum	1.71	8.19	38	
<b>TOTAL</b>	<b>7.41</b>	<b>35.59</b>		

**NOTES**

Tract Number : 307

Description : NW/4 32-21-24  
 FSA Physical Location : KANSAS/HODGEMAN  
 ANSI Physical Location : KANSAS/HODGEMAN  
 BIA Unit Range Number :  
 HEL Status : HEL field on tract.Conservation system being actively applied  
 Wetland Status : Wetland determinations not complete  
 WL Violations : None  
 Owners : VIVIAN T ROEHRICH-BECKER, MARVIN BECKER  
 Other Producers : None  
 Recon ID : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
159.99	68.78	68.78	0.00	0.00	61.37	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	7.41	0.00	0.00	0.00	0.00	0.00

**DCP Crop Data**

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

Kansas  
Hodgeman

U.S. Department of Agriculture  
Farm Service Agency

FARM: 2997  
Prepared: 9/16/21 2:21 PM  
Crop Year: 2021

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

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

Operator Name: BECKER, MARVIN  
Farm Identifier: COMB 38 & 2996 (08)  
Recon Number: 2008 - 56

Farms Associated with Operator:  
3287

ARC/PLC G/F Eligibility: Eligible

CRP Contract Number(s): 11197, 10235

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
317.21	131.18	131.18	0.0	0.0	0.0	123.77	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	7.41	0.0	0.0					

PLC	ARC-CO	ARC-IC	ARC/PLC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT, SORGH	NONE	NONE		NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	5.7	30	27.40
GRAIN SORGHUM	1.71	38	8.19
<b>Total Base Acres:</b>	<b>7.41</b>		

Tract Number: 307 Description NW/4 32-21-24  
FSA Physical Location: Hodgeman, KS ANSI Physical Location: Hodgeman, KS  
BIA Range Unit Number:  
HEL Status: HEL: conservation system is being actively applied  
Wetland Status: Wetland determinations not complete  
WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
159.99	68.78	68.78	0.0	0.0	0.0	61.37	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	7.41	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	5.7	30	27.40
GRAIN SORGHUM	1.71	38	8.19
<b>Total Base Acres:</b>	<b>7.41</b>		

Owners: BECKER, MARVIN

ROEHRICH-BECKER, VIVIAN T

Kansas  
Hodgeman

U.S. Department of Agriculture  
Farm Service Agency  
Abbreviated 156 Farm Record

FARM: 2997  
Prepared: 9/16/21 2:21 PM  
Crop Year: 2021  
Page: 2 of 2

Report ID: FSA-156EZ

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

Other Producers: None

---

Tract Number: 3012 Description SE/4 31-21-24 X

FSA Physical Location : Hodgeman, KS ANSI Physical Location: Hodgeman, KS

BIA Range Unit Number:

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

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
157.22	62.4	62.4	0.0	0.0	0.0	62.4	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	0.0	0.0	0.0			

Owners: BECKER, MARVIN

ROEHRICH-BECKER, VIVIAN T

Other Producers: None

---

<b>CRP-1</b> (07-06-20)  <b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation  <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>	1. ST. & CO. CODE & ADMIN. LOCATION 20 083		2. SIGN-UP NUMBER 54
	3. CONTRACT NUMBER 11197		4. ACRES FOR ENROLLMENT 61.37
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) HODGEMAN COUNTY FARM SERVICE AGENCY PO BOX 277 JETMORE, KS67854-0277	6. TRACT NUMBER 307	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2030	
	8. SIGNUP TYPE: General		
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (620) 357-8334			

**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	\$ 26.18	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 1,608.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	307	0001	CP4D	52.50	\$ 533.00
(Item 9C is applicable only when the first year payment is prorated.)		307	0002	CP4D	8.87	\$ 90.00

**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)
MARVIN BECKER 500 N WALNUT ST SOUTH HUTCHINSON, KS67505-1235	50.00 %			
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) VIVIAN T ROEHRICH-BECKER 500 N WALNUT ST S HUTCHINSON, KS67505-1235	50.00 %			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			

<b>12. CCC USE ONLY</b>	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
	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) and 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, audiotope, 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](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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

<b>CRP-1</b> (07-06-20) <b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation  <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>	1. ST. & CO. CODE & ADMIN. LOCATION 20 083	2. SIGN-UP NUMBER 45
	3. CONTRACT NUMBER 10235	4. ACRES FOR ENROLLMENT 62.40

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) HODGEMAN COUNTY FARM SERVICE AGENCY PO BOX 277 JETMORE, KS67854-0277	6. TRACT NUMBER 3012	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2013 TO: (MM-DD-YYYY) 09-30-2023
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (620) 357-8334	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	\$ 44.98	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 2,807.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	3012	0001	CP2	62.40	\$ 633.00
<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 (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
MARVIN BECKER 500 N WALNUT ST SOUTH HUTCHINSON, KS67505-1235	50.00 %			
VIVIAN T ROEHRICH-BECKER 500 N WALNUT ST S HUTCHINSON, KS67505-1235	50.00 %			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			

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

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, 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](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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

**WATER WELL RECORD Form WWC-5**

Division of Water Resources App. No.  Well ID

Original Record  Correction  Change in Well Use

**1 LOCATION OF WATER WELL:** Fraction SE 1/4 SE 1/4 NW 1/4 NW 1/4 Section Number 32 Township Number T 21 S Range Number R 24  E  W  
 County: **Hodgeman**

**2 WELL OWNER:** Last Name: **Becker** First: **Marvin** Street or Rural Address where well is located (if unknown, distance and direction from nearest town or intersection): If at owner's address, check here:   
 Business: Address: **1998 Chmelka Rd** **T Rd & 214 Rd, 3/4 West**  
 Address: City: **Garden City** State: **Kansas** ZIP: **67846**

**3 LOCATE WELL WITH "X" IN SECTION BOX:**

N

NW	NE
SW	SE

S

|----- 1 mile -----|

**4 DEPTH OF COMPLETED WELL:** **425** ft.  
 Depth(s) Groundwater Encountered: 1) **240** ft.  
 2) **360** ft. 3) ..... ft. or 4)  Dry Well  
 WELL'S STATIC WATER LEVEL: **184** ft.  
 below land surface, measured on (mo-day-yr) **08/07/2014**  
 above land surface, measured on (mo-day-yr) .....  
 Pump test data: Well water was ..... ft.  
 after ..... hours pumping ..... gpm  
 Well water was ..... ft.  
 after ..... hours pumping ..... gpm  
 Estimated Yield: **30** gpm  
 Bore Hole Diameter: **10** in. to **425** ft. and  
 ..... in. to ..... ft.

**5 Latitude:** **38.18608** ..... (decimal degrees)  
**Longitude:** **099.98771** ..... (decimal degrees)  
 Datum:  WGS 84  NAD 83  NAD 27  
**Source for Latitude/Longitude:**  
 GPS (unit make/model: .....)  
 (WAAS enabled?  Yes  No)  
 Land Survey  Topographic Map  
 Online Mapper: .....

**6 Elevation:** **2358** ..... ft.  Ground Level  TOC  
**Source:**  Land Survey  GPS  Topographic Map  
 Other **KOLAR** .....

**7 WELL WATER TO BE USED AS:**

1. Domestic: <input type="checkbox"/> Household <input type="checkbox"/> Lawn & Garden <input checked="" type="checkbox"/> Livestock 2. <input type="checkbox"/> Irrigation 3. <input type="checkbox"/> Feedlot 4. <input type="checkbox"/> Industrial	5. <input type="checkbox"/> Public Water Supply: well ID ..... 6. <input type="checkbox"/> Dewatering: how many wells? ..... 7. <input type="checkbox"/> Aquifer Recharge: well ID ..... 8. <input type="checkbox"/> Monitoring: well ID ..... 9. Environmental Remediation: well ID ..... <input type="checkbox"/> Air Sparge <input type="checkbox"/> Soil Vapor Extraction <input type="checkbox"/> Recovery <input type="checkbox"/> Injection	10. <input type="checkbox"/> Oil Field Water Supply: lease ..... 11. Test Hole: well ID ..... <input type="checkbox"/> Cased <input type="checkbox"/> Uncased <input type="checkbox"/> Geotechnical 12. Geothermal: how many bores? ..... a) Closed Loop <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical b) Open Loop <input type="checkbox"/> Surface Discharge <input type="checkbox"/> Inj. of Water 13. <input type="checkbox"/> Other (specify): .....
--	--	---

Was a chemical/bacteriological sample submitted to KDHE?  Yes  No If yes, date sample was submitted: .....  
 Water well disinfected?  Yes  No

**8 TYPE OF CASING USED:**  Steel  PVC  Other ..... CASING JOINTS:  Glued  Clamped  Welded  Threaded  
 Casing diameter **5** in. to **425** ft., Diameter ..... in. to ..... ft., Diameter ..... in. to ..... ft.  
 Casing height above land surface **12** in. Weight ..... lbs./ft. Wall thickness or gauge No. **SDR 17**

**TYPE OF SCREEN OR PERFORATION MATERIAL:**  
 Steel  Stainless Steel  Fiberglass  PVC  Other (Specify) .....  
 Brass  Galvanized Steel  Concrete tile  None used (open hole)

**SCREEN OR PERFORATION OPENINGS ARE:**  
 Continuous Slot  Mill Slot  Gauze Wrapped  Torch Cut  Drilled Holes  Other (Specify) .....  
 Louvered Shutter  Key Punched  Wire Wrapped  Saw Cut  None (Open Hole)

**SCREEN-PERFORATED INTERVALS:** From **240** ft. to **300** ft., From ..... ft. to ..... ft., From ..... ft. to ..... ft.  
**GRAVEL PACK INTERVALS:** From **25** ft. to **425** ft., From ..... ft. to ..... ft., From ..... ft. to ..... ft.

**9 GROUT MATERIAL:**  Neat cement  Cement grout  Bentonite  Other .....  
 Grout intervals: From ..... ft. to **25** ft., From ..... ft. to ..... ft., From ..... ft. to ..... ft.

**Nearest source of possible contamination:**  
 Septic Tank  Lateral Lines  Pit Privy  Livestock Pens  Insecticide Storage  
 Sewer Lines  Cess Pool  Sewage Lagoon  Fuel Storage  Abandoned Water Well  
 Watertight Sewer Lines  Seepage Pit  Feedyard  Fertilizer Storage  Oil Well/Gas Well  
 Other (Specify) .....

Direction from well? ..... Distance from well? ..... ft.

10 FROM	TO	LITHOLOGIC LOG	FROM	TO	LITHO. LOG (cont.) or PLUGGING INTERVALS
0	5	Top Soil	420	460	Gray Red Clay w/ Sandstone Streaks
5	25	Fine Med. Sand			
25	30	Tan Clay			
30	195	Blue Shale			
195	240	Gray Clay w/ Rock Layer			
240	280	Gray Sandstone			
280	300	Gray Sandstone w/ Gray Clay			
300	360	Gray Clay w/ Sandstone Streaks			
360	420	Gray Sandstone w/ Clay Streaks			

**11 CONTRACTOR'S OR LANDOWNER'S CERTIFICATION:** This water well was  constructed,  reconstructed, or  plugged under my jurisdiction and was completed on (mo-day-yr) **08/07/2014** ..... and this record is true to the best of my knowledge and belief. Kansas Water Well Contractor's License No. **846** ..... This Water Well Record was completed on (mo-day-yr) **08/08/2014** ..... under the business name of **Nash Water Well Service, LLC** .....



1816 E. Wyatt Earp • PO Box 1397 • Dodge City, KS 67801  
www.servitech.com

Phone: 620.227.7123  
800.557.7509  
Fax: 620.227.2047

Lab #: 001351 **LABORATORY ANALYSIS REPORT** Report Date: 12/10/2021 04:48 p

<b>Send To:</b> 6108	DARRIN ADDISON 313 FAIRVIEW CIRCLE TRACY, MO 64079	 Sean H. Jenkins QA Manager
-------------------------	--	--

<b>Client Name:</b>	MARVIN BECKER	<b>Received:</b>	12/08/2021 03:10 pm
<b>Sample ID:</b>	NW¼ SEC 32 T21 R24	<b>Submitted By:</b>	WALK IN
<b>Location:</b>	HODGEMAN CO HYDRANT	<b>Invoice No:</b>	382662
<b>Sampled:</b>	12/08/2021 02:00 pm	<b>P.O. #:</b>	
<b>Sampled By:</b>	Darrin Addison		

Analysis	Result	Unit	MCL	SMCL	grams / gallon
Electrical Conductivity, at 17.5°C	985	µmho/cm	N/A	N/A	
pH, at 17.5°C	8.2	unit	N/A	6.5-8.5	
Nitrate Nitrogen, NO3-N	<0.1	mg/L	10	N/A	<0.0
Chloride, Cl	110	mg/L	N/A	250	0.4
Fluoride, F	3.0	mg/L	4	2	<0.1
Sulfate, SO4	110	mg/L	N/A	250	0.4
Sulfate-Sulfur, SO4-S	37	mg/L	N/A	N/A	0.1
Hardness (CaCO3)	18	mg/L	N/A	N/A	<0.1
Hardness (CaCO3)	1.1	grains/gal	N/A	N/A	
Total Calcium, Ca	4	mg/L	N/A	N/A	<0.1
Total Magnesium, Mg	2	mg/L	N/A	N/A	<0.1
Total Potassium, K	4	mg/L	N/A	N/A	<0.1
Total Sodium, Na	211	mg/L	N/A	N/A	0.8
Total Iron, Fe	<0.05	mg/L	N/A	0.3	<0.0
Total Manganese, Mn	<0.005	mg/L	N/A	0.05	<0.0
Total Dissolved Solids (Calc), TDS	630	mg/L	N/A	500	

**Interpretations for Drinking Water (40 CFR 141)**

**CHLORIDE:** MODERATE (75 - 150 mg/L Cl), **ACCEPTABLE:** This water supply is considered safe to use for drinking and human consumption

**NITRATE-NITROGEN: VERY LOW** (less than 3.0 mg/L NO3-N), **SAFE:** The U.S. Public Health Service considers drinking water with nitrate nitrogen levels at or below 10 mg/L (or nitrate levels at or below 45 ppm NO3) to be acceptable for unlimited consumption. Recommend testing this water supply routinely to confirm low nitrate concentrations. Nitrate occurs in many natural waters at a concentration of 1 to 3 mg/L. Levels above this may suggest nitrate impact from man-made sources.

N/A = Not Applicable

MCL = Maximum Contamination Level  
(Primary standard, health effects)

SMCL = Secondary Maximum  
Contamination Levels (Non-health effects)

Report formatted for regulatory compliance available upon request.

Page 1 of 2

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Phone: 620.227.7123

800.557.7509

Fax: 620.227.2047

Lab #: 001351

## LABORATORY ANALYSIS REPORT

Report Date: 12/10/2021 04:48 p

Sample ID: NW¼ SEC 32 T21 R24

Client Name: MARVIN BECKER

Location: HODGEMAN CO HYDRANT

**FLUORIDE:** VERY HIGH (2.0 to 4.0 mg/L F) - **UNDESIREABLE:** Fluoride concentrations in this range will aid in preventing dental cavities, but dental fluorosis (discoloration or mottling) of children's teeth is probable when drinking water fluoride is greater than 1.8 mg/L.

**IRON:** LOW (less than 0.06 mg/L Fe), **DESIREABLE:** This water has a very low level or nearly undetectable level of iron, so is not expected to affect use for drinking or household purposes.

**MANGANESE:** LOW (less than 0.005 mg/L Mn), **DESIREABLE:** This water has a very low level or nearly undetectable level of manganese, so is not expected to affect use for drinking or household purposes.

**HARDNESS:** Water with hardness less than 60 mg/L CaCO<sub>3</sub> or less than 3.5 grains per gallon is considered "soft" water. Water with 120 to 180 mg/L CaCO<sub>3</sub> (7.0 - 10.5 grains per gallon) or higher is considered "hard" water.

**HARDNESS:** SOFT to SLIGHTLY HARD (17- 60 mg/L or 1.0 - 3.5 grains per gallon): Water hardness results from dissolved calcium and magnesium minerals. Water is "softened" by removing the calcium and magnesium and replacing with sodium. Softening has no direct effect on drinking water safety. Softening helps eliminate lime deposits and improves detergent performance.

**TOTAL DISSOLVED SALTS:** HIGH (500 - 1000 mg/L TDS), **ACCEPTABLE:** Total dissolved solids are the total dissolved minerals in the water sample, which includes sulfate, calcium, chloride, magnesium, etc. This water supply is considered safe to use for drinking. It may have a disagreeable taste or odor, depending upon the TDS content. Scaling may occur and water heaters may have shortened life, about a year for each 100 to 200 mg/L TDS. TDS has been calculated from the electrical conductivity result.

**SODIUM:** EPA has not established a contaminant level for sodium, but excess sodium may be a factor in certain diets.

### Interpretations For Irrigation Use

**SULFATE:** Considered safe for all classes of livestock.

### Interpretations for Livestock Use

**CHLORIDE: LOW:** Chloride is considered a dissolved solid. See Total Dissolved Solids comments. Levels greater than 15 to 25 mg/L might affect poultry production when sodium exceeds 50 mg/L.

**NITRATE:** No harmful effects are expected.

### AVERAGE DAILY WATER CONSUMPTION (gallons per day)

Beef cattle .....	7 to 12 per head	Sheep, goats .....	2 to 4 per head
Dairy cattle .....	10 to 40 per head	Chickens .....	8 to 10 per hundred birds
Swine .....	2 to 8 per head	Turkeys .....	10 to 15 per hundred birds
Horses .....	8 to 12 per head		

(Note: Water consumption may increase by 1½ to 2 times when temperatures exceed 80°F.)

N/A = Not Applicable

MCL = Maximum Contamination Level  
(Primary standard, health effects)

SMCL = Secondary Maximum  
Contamination Levels (Non-health effects)

Report formatted for regulatory compliance available upon request.

Page 2 of 2

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








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Lab No.: 1351		LABORATORY ANALYSIS RESULTS		Date Reported: 12/10/2021												
Send To: 6108	DARRIN ADDISON 313 FAIRVIEW CIRCLE TRACY, MO 64079		 Sean H. Jenkins QA Manager													
Sample ID: Client Name: Location: Date/Time Sampled: Date/Time Submitted: Subject:	NW¼ SEC 32 T21 R24 MARVIN BECKER HODGEMAN CO HYDRANT 12/08/2021 12/08/2021 Drinking Water Lab Analysis		Date Received: Invoice No: P.O. #: Name of Sampler: Name of Submitter: Depth:	382662  Darrin Addison WALK IN 												
<b>Livestock</b>																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">Excellent</td> <td style="width: 10%; text-align: center;">Good</td> <td style="width: 10%; text-align: center;">Fair</td> <td style="width: 10%; text-align: center;">Poor</td> <td style="width: 10%; text-align: center;">Very Poor</td> </tr> <tr> <td></td> <td style="text-align: center;">1000</td> <td style="text-align: center;">2000</td> <td style="text-align: center;">4000</td> <td style="text-align: center;">6000</td> <td style="text-align: center;">10000</td> </tr> </table>						Excellent	Good	Fair	Poor	Very Poor		1000	2000	4000	6000	10000
	Excellent	Good	Fair	Poor	Very Poor											
	1000	2000	4000	6000	10000											
Total Dissolved Solids (Calc) (TDS), mg/L	630															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">Very Low</td> <td style="width: 10%; text-align: center;">Low</td> <td style="width: 10%; text-align: center;">Medium</td> <td style="width: 10%; text-align: center;">High</td> <td style="width: 10%; text-align: center;">Very High</td> </tr> <tr> <td></td> <td style="text-align: center;">10.0</td> <td style="text-align: center;">30.0</td> <td style="text-align: center;">70.0</td> <td style="text-align: center;">100</td> <td style="text-align: center;">300</td> </tr> </table>						Very Low	Low	Medium	High	Very High		10.0	30.0	70.0	100	300
	Very Low	Low	Medium	High	Very High											
	10.0	30.0	70.0	100	300											
Nitrate Nitrogen (NO3-N), mg/L	<0.1															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">200</td> <td style="width: 10%; text-align: center;">500</td> <td style="width: 10%; text-align: center;">1000</td> <td style="width: 10%; text-align: center;">2500</td> <td style="width: 10%; text-align: center;">4000</td> </tr> </table>						200	500	1000	2500	4000						
	200	500	1000	2500	4000											
Sulfate (SO4), mg/L	110															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">65</td> <td style="width: 10%; text-align: center;">170</td> <td style="width: 10%; text-align: center;">340</td> <td style="width: 10%; text-align: center;">670</td> <td style="width: 10%; text-align: center;">1300</td> </tr> </table>						65	170	340	670	1300						
	65	170	340	670	1300											
Sulfate-Sulfur (SO4-S), mg/L	37															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">35</td> <td style="width: 10%; text-align: center;">130</td> <td style="width: 10%; text-align: center;">250</td> <td style="width: 10%; text-align: center;">500</td> <td style="width: 10%; text-align: center;">1000</td> </tr> </table>						35	130	250	500	1000						
	35	130	250	500	1000											
Chloride (Cl), mg/L	110															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">25</td> <td style="width: 10%; text-align: center;">75</td> <td style="width: 10%; text-align: center;">150</td> <td style="width: 10%; text-align: center;">300</td> <td style="width: 10%; text-align: center;">500</td> </tr> </table>						25	75	150	300	500						
	25	75	150	300	500											
Total Sodium (Na), mg/L	211															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">40</td> <td style="width: 10%; text-align: center;">100</td> <td style="width: 10%; text-align: center;">200</td> <td style="width: 10%; text-align: center;">400</td> <td style="width: 10%; text-align: center;">600</td> </tr> </table>						40	100	200	400	600						
	40	100	200	400	600											
Total Calcium (Ca), mg/L	4															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">25</td> <td style="width: 10%; text-align: center;">50</td> <td style="width: 10%; text-align: center;">120</td> <td style="width: 10%; text-align: center;">250</td> <td style="width: 10%; text-align: center;">500</td> </tr> </table>						25	50	120	250	500						
	25	50	120	250	500											
Total Magnesium (Mg), mg/L	2															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">40</td> <td style="width: 10%; text-align: center;">80</td> <td style="width: 10%; text-align: center;">120</td> <td style="width: 10%; text-align: center;">160</td> <td style="width: 10%; text-align: center;">200</td> </tr> </table>						40	80	120	160	200						
	40	80	120	160	200											
Total Potassium (K), mg/L	4															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">0.10</td> <td style="width: 10%; text-align: center;">0.20</td> <td style="width: 10%; text-align: center;">0.40</td> <td style="width: 10%; text-align: center;">0.80</td> <td style="width: 10%; text-align: center;">1.20</td> </tr> </table>						0.10	0.20	0.40	0.80	1.20						
	0.10	0.20	0.40	0.80	1.20											
Total Iron (Fe), mg/L	<0.05															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">0.010</td> <td style="width: 10%; text-align: center;">0.025</td> <td style="width: 10%; text-align: center;">0.050</td> <td style="width: 10%; text-align: center;">0.075</td> <td style="width: 10%; text-align: center;">0.150</td> </tr> </table>						0.010	0.025	0.050	0.075	0.150						
	0.010	0.025	0.050	0.075	0.150											
Total Manganese (Mn), mg/L	<0.005															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">Soft</td> <td style="width: 10%; text-align: center;">Moderately Hard</td> <td style="width: 10%; text-align: center;">Hard</td> <td style="width: 10%; text-align: center;">Very Hard</td> <td style="width: 10%; text-align: center;">Brackish</td> </tr> <tr> <td></td> <td style="text-align: center;">60</td> <td style="text-align: center;">120</td> <td style="text-align: center;">180</td> <td style="text-align: center;">270</td> <td style="text-align: center;">400</td> </tr> </table>						Soft	Moderately Hard	Hard	Very Hard	Brackish		60	120	180	270	400
	Soft	Moderately Hard	Hard	Very Hard	Brackish											
	60	120	180	270	400											
Hardness (CaCO3), mg/L	18															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">3.5</td> <td style="width: 10%; text-align: center;">7.0</td> <td style="width: 10%; text-align: center;">11</td> <td style="width: 10%; text-align: center;">16</td> <td style="width: 10%; text-align: center;">24</td> </tr> </table>						3.5	7.0	11	16	24						
	3.5	7.0	11	16	24											
Hardness (CaCO3), grains/gal	1.1															
<b>Additional Tests</b>																
Fluoride (F), mg/L	3.0															
Electrical Conductivity (EC @ 25C), µmho/cm	985															

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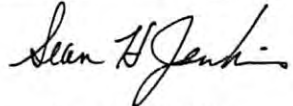


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Lab No.: 1351		<b>LABORATORY ANALYSIS RESULTS</b>		Date Reported: 12/10/2021
Send To: 6108	DARRIN ADDISON 313 FAIRVIEW CIRCLE TRACY, MO 64079		 Sean H. Jenkins QA Manager	
Sample ID:	NW¼ SEC 32 T21 R24	Date Received:	382662	
Client Name:	MARVIN BECKER	Invoice No:	382662	
Location:	HODGEMAN CO HYDRANT	P.O. #:		
Date/Time Sampled:	12/08/2021	Name of Sampler:	Darrin Addison	
Date/Time Submitted:	12/08/2021	Name of Submitter:	WALK IN	
Subject:	Drinking Water Lab Analysis		Depth:	
<b>Livestock</b>				
Acidic <span style="margin-left: 150px;">Neutral</span> <span style="margin-left: 150px;">Alkaline</span> _____ 5.0 _____ 6.0 _____ 7.0 _____ 8.0 _____ 9.0				
pH, unit	8.2 <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 300px; height: 15px;"></span>			
<p><b>INTERPRETATIONS for GENERAL LIVESTOCK PRODUCTION</b> ..... The following statements are general interpretations for a wide range of common livestock and poultry animals. The actual effect of a particular water source on health or performance depends on many factors, including diet, animal activity, air temperature, animal size, and condition. Interpretations for specific livestock types are available on request, including: <i>beef cattle, beef calves, dairy cattle, dairy calves, mature hogs, young pigs, poultry, horses, or sheep/goats.</i></p> <p><b>TOTAL DISSOLVED SOLIDS, CONDUCTIVITY: EXCELLENT QUALITY ("fresh" water):</b> Low salinity level. Suitable for all classes of livestock and poultry.</p> <p><b>NITRATE-NITROGEN: VERY LOW:</b> Should have no effect on animal health or performance.</p> <p><b>SULFATE: VERY LOW:</b> Considered safe for all classes of livestock. No problems are expected. Could possibly affect poultry performance at upper end of range when sodium, magnesium, or chloride levels are high.</p> <p><b>CHLORIDE: LOW:</b> Chloride is considered a dissolved solid. See Total Dissolved Solids comments. Levels greater than 15 to 25 mg/L might affect poultry production when sodium exceeds 50 mg/L.</p> <p><b>SODIUM: HIGH:</b> Sodium by itself poses limited risk to livestock, but is considered a dissolved solid. See Total Dissolved Solids comments. Not recommended for poultry.</p> <p><b>CALCIUM: VERY LOW:</b> No effect expected for livestock or poultry use. Calcium mineral supplementation may be needed in certain cases.</p> <p><b>MAGNESIUM: VERY LOW:</b> Presents little or no risk to livestock or poultry.</p> <p><b>POTASSIUM: VERY LOW:</b> This water is considered satisfactory for all classes of animals.</p> <p><b>IRON: VERY LOW:</b> No production problems expected from using this water.</p> <p><b>MANGANESE: VERY LOW (less than 0.010 mg/L):</b> No production problems expected for livestock consuming this water.</p>				

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<b>Lab No.: 1351</b>		<b>LABORATORY ANALYSIS RESULTS</b>		<b>Date Reported: 12/10/2021</b>	
<b>Send To:</b> 6108		DARRIN ADDISON 313 FAIRVIEW CIRCLE TRACY, MO 64079		 Sean H. Jenkins QA Manager	
<b>Sample ID:</b>		NW¼ SEC 32 T21 R24		<b>Date Received:</b>	
<b>Client Name:</b>		MARVIN BECKER		<b>Invoice No:</b> 382662	
<b>Location:</b>		HODGEMAN CO HYDRANT		<b>P.O. #:</b>	
<b>Date/Time Sampled:</b>		12/08/2021		<b>Name of Sampler:</b> Darrin Addison	
<b>Date/Time Submitted:</b>		12/08/2021		<b>Name of Submitter:</b> WALK IN	
<b>Subject:</b>		Drinking Water Lab Analysis		<b>Depth:</b>	

**HARDNESS: SOFT:** "Soft" water has no direct effect on drinking water safety or animal health, but may influence equipment, plumbing, and fixture performance.

**AVERAGE DAILY WATER CONSUMPTION (gallons per day)**

Beef cattle .....	7 to 12 per head	Sheep, goats .....	2 to 4 per head
Dairy cattle .....	10 to 40 per head	Chickens .....	8 to 10 per hundred birds
Swine .....	2 to 8 per head	Turkeys .....	10 to 15 per hundred birds
Horses .....	8 to 12 per head		

(Note: Water consumption may increase by 1½ to 2 times when temperatures exceed 80°F.)

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HGCENTRAL Property Record Card

Parcel ID: 042-049-32-0-00-00-002.00-0

Quick Ref: R453

Tax Year: 2022

Run Date: 12/7/2021 12:54:15 PM

**OWNER NAME AND MAILING ADDRESS**

BECKER, MARVIN & BECKER, VIVIAN TR

ATTN BOB BECKER  
CIMARRON, KS 67835

**PROPERTY SITUS ADDRESS**

23295 NW T RD  
Jetmore, KS 67854

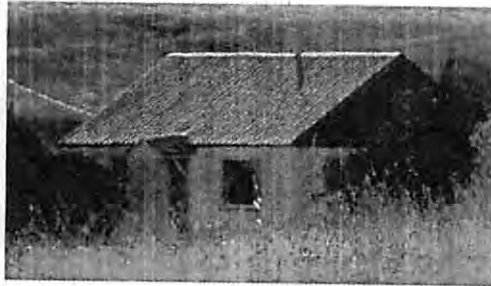


Image Date: 11/17/2014

**LAND BASED CLASSIFICATION SYSTEM**

Function: 9050 Farming / ranch Sfx:  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3200 Dev Site - crops, grazing etc.

**GENERAL PROPERTY INFORMATION**

Prop Class: F Farm Homesite - F  
Living Units: 1  
Zoning: 555 Rural  
Neighborhood: 555 Rural  
Economic Adj. Factor:  
Map / Routing: /  
Tax Unit Group: 010-VALLEY-010

**PROPERTY FACTORS**

Topography: Level - 1, Rolling - 4  
Utilities: Well - 5, Septic - 6  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: On and Off Street - 3  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

**INSPECTION HISTORY**

Date	Time	Code	Reason	Appraiser	Contact	Code
08/13/2018	11:28 AM	6		EMR		
06/20/2012	10:26 AM	1		CEB		1
05/10/2007	2:44 AM	6		CEB		

**SALES INFORMATION**

Date	Type	Sale Amount	Src	Validity	Inst Type	COV
11/01/2004	2	55,000	1	0		001625

**BUILDING PERMITS**

Number	Amount	Type	Issue Date	Status	% Comp
--------	--------	------	------------	--------	--------

**RECENT APPEAL HISTORY**

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value
----------	--------------	--------------	-------------	--------	--------------	--------------	---------------

**2022 APPRAISED VALUE**

Cls	Land	Building	Total
A	9,150	1,380	10,530
F	1,100	5,190	6,290
<b>Total</b>	<b>10,250</b>	<b>6,570</b>	<b>16,820</b>

**2021 APPRAISED VALUE**

Cls	Land	Building	Total
A	9,150	1,380	10,530
F	1,100	5,190	6,290
<b>Total</b>	<b>10,250</b>	<b>6,570</b>	<b>16,820</b>

**TRACT DESCRIPTION**

S32, T21, R24, ACRES 159.0, NW/4 LESS R/W

**PARCEL COMMENTS**

GenCom: BECKER MARVIN AND VIVIAN TRE; Prop-NC: AN, 00; Prop-Com: AN-1-AG1'S-14 X 8-NO VALUE

**MARKET LAND INFORMATION**

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	0.50											2	1.00	1,500.00	800.00	800.00	1,100

Total Market Land Value 1,100

HGCENTRAL Property Record Card

Parcel ID: 042-049-31-0-00-00-003.00-0

Quick Ref: R451

Tax Year: 2022

Run Date: 12/7/2021 12:53:19 PM

**OWNER NAME AND MAILING ADDRESS**

BECKER, MARVIN & BECKER, VIVIAN TR

ATTN BOB BECKER  
CIMARRON, KS 67835

**PROPERTY SITUS ADDRESS**

00000 CO RD  
Jetmore, KS 67854

**LAND BASED CLASSIFICATION SYSTEM**

Function: 9010 Farming / ranch Sfx:  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, grazing etc

**GENERAL PROPERTY INFORMATION**

Prop Class: A Agricultural Use - A  
Living Units:  
Zoning:  
Neighborhood: 555 Rural  
Economic Adj. Factor:  
Map / Routing: /  
Tax Unit Group: 010-VALLEY-010

**TRACT DESCRIPTION**

S31, T21, R24, ACRES 155.0, SE/4

No Image Available

Image Date:

**PROPERTY FACTORS**

Topography: Level - 1, Rolling - 4  
Utilities: Well - 5  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: On and Off Street - 3  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

**PARCEL COMMENTS**

GenCom: BECKER, MARVIN AND VIVIAN TRE; Prop-NC: SN, 00; Prop-Com: SN-BUYER OWNS ADJOINING GROUND

**INSPECTION HISTORY**

Date	Time	Code	Reason	Appraiser	Contact	Code
08/13/2018	11:25 AM	0		EMR		
06/20/2012	10:23 AM	0		CEB		
05/10/2007	2:34 AM	0		CEB		

**SALES INFORMATION**

Date	Type	Sale Amount	Src	Validity	Inst Type	COV
08/01/2007	1	88,000	1	8		001829

**BUILDING PERMITS**

Number	Amount	Type	Issue Date	Status	% Comp
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**RECENT APPEAL HISTORY**

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value
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**2022 APPRAISED VALUE**

Cls	Land	Building	Total
A	11,270	0	11,270
<b>Total</b>	<b>11,270</b>	<b>0</b>	<b>11,270</b>

**2021 APPRAISED VALUE**

Cls	Land	Building	Total
A	11,270	0	11,270
<b>Total</b>	<b>11,270</b>	<b>0</b>	<b>11,270</b>

**MARKET LAND INFORMATION**

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value 0

HGCENTRAL Property Record Card

Parcel ID: 042-049-32-0-00-002.00-0

Quick Ref: R453

Tax Year: 2022

Run Date: 12/7/2021 12:54:15 PM

AGRICULTURAL LAND											
Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
DR	23.90	1643			0.00			CRP	42	42	1,000
DR	9.00	2310			0.00			CRP	112	112	1,010
DR	25.80	2613			0.00			CRP	170	170	4,390
DR	0.80	2757			0.00			CRP	17	17	10
DR	3.30	2762			0.00			CRP	13	13	40
NG	20.10	2232			0.00				40	40	800
NG	11.00	2310			0.00				32	32	350
NG	3.80	2375			0.00				32	32	120
NG	6.90	2613			0.00				23	23	160
NG	12.80	2757			0.00				23	23	290
NG	42.40	2762			0.00				23	23	980

COMMENTS

IMPROVEMENT COST SUMMARY

Other Improvement RCN:	33,385
Eco Adj:	100
Other Improvement Value:	1,540

AG LAND SUMMARY

Dry Land Acres:	62.80
Irrigated Acres:	0.00
Native Grass Acres:	97.00
Tame Grass Acres:	0.00
Total Ag Acres:	159.80
Total Ag Use Value:	9,150
Total Ag Mkt Value:	168,940

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCIs	Rank	Qty	Yr BIT	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	479-Farm Utility Storage Shed	P	1.00	1	1972			216	60	8	18 X 12	1	2	2				A	1,762	21	370
2	456-Tool Shed	D	0.60	1	1930			140	48	8	10 X 14	1	1	1				A	1,394	5	70
3	163-Site Improvements	D	2.00	1	1925			10	44	8	8 X 14	1	1	1		0		A	7,640	0	0
4	479-Farm Utility Storage Shed	P	1.00	1	1920			672	124	8	48 X 14	1	1	1				A	4,825	8	390
5	102-Barn, General Purpose	D	1.00	1	1920			864	132	16	48 X 18	1	1	1				A	17,764	4	710

OTHER BUILDING IMPROVEMENT COMPONENTS

No.	Code	Units	Pct	Size	Other	Rank	Year
1	649-No HVAC						
1	918-Single -Metal on Wood Frame		100				
2	910-Single -Wall-Boards on Wood		100				
3	8501-Steel Bin, without Drying, 1-14 ft	1					
3	8504-Steel Bin, Concrete Slab Floor,	1			14		
4	649-No HVAC						
4	910-Single -Wall-Boards on Wood		100				
5	910-Single -Wall-Boards on Wood		100				

HGCENTRAL Property Record Card

Quick Ref: R451

Tax Year: 2022

Run Date: 12/22/2021 3:14:36 PM

Parcel ID: 042-049-31-0-00-00-003.00-0

OWNER NAME AND MAILING ADDRESS

BECKER, MARVIN & BECKER, VIVIAN TR

ATTN BOB BECKER  
CIMARRON, KS 67835

PROPERTY SITUS ADDRESS

00000 CO RD  
Jelmore, KS 67854

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx:  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, arazina etc.

No Image Available

Image Date:

GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A  
Living Units:  
Zoning:  
Neighborhood: 555 Rural  
Economic Adj. Factor:  
Map / Routing:  
Tax Unit Group: 010-VALLEY-010

PROPERTY FACTORS

Topography: Level - 1, Rolling - 4  
Utilities: Well - 5  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: On and Off Street - 3  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

RECENT APPEAL HISTORY

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value

2022 APPRAISED VALUE

Cls	Land	Building	Total
A	11,270	0	11,270
<b>Total</b>	<b>11,270</b>	<b>0</b>	<b>11,270</b>

2021 APPRAISED VALUE

Cls	Land	Building	Total
A	11,270	0	11,270
<b>Total</b>	<b>11,270</b>	<b>0</b>	<b>11,270</b>

TRACT DESCRIPTION

S31, T21, R24, ACRES 155.0, SE/4

PARCEL COMMENTS

GenCom: BECKER, MARVIN AND VIVIAN TR; Prop-NC: SN, 00; Prop-Com: SN-BUYER OWNS ADJOINING GROUND

2021 Pd: n-full \$ 649.44

MARKET LAND INFORMATION

Method	Type	AC/IF	Eff	FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est	

Total Market Land Value 0

HGCENTRAL Property Record Card

Quick Ref: R453

Tax Year: 2022

Run Date: 12/22/2021 3:10:32 PM

Parcel ID: 042-049-32-0-00-002.00-0

OWNER NAME AND MAILING ADDRESS

BECKER, MARVIN & BECKER, VIVIAN TR

ATTN BOB BECKER  
CIMARRON, KS 67835

PROPERTY SITUS ADDRESS

23295 NW T RD  
Jetmore, KS 67854

LANDBASED CLASSIFICATION SYSTEM

Function: 9050 Farming / ranch Six:  
Activity: 8100 Farming, blowing, tillage, harv  
Ownership: 1100 Private-fee simple  
Site: 3200 Dev Site - crops, grazing etc.

GENERAL PROPERTY INFORMATION

Prop Class: F Farm Homesite - F  
Living Units: 1  
Zoning:  
Neighborhood:555 Rural  
Economic Adj. Factor:  
Map / Routing: /  
Tax Unit Group: 010-VALLEY-010



Image Date: 11/17/2014

PROPERTY FACTORS

Topography: Level - 1, Rolling - 4  
Utilities: Well - 5, Septic - 6  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: On and Off Street - 3  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

TRACT DESCRIPTION

S32, T21, R24, ACRES 159.0, NW/4 LESS RW

GenCom: BECKER MARVIN AND VIVIAN TR; Prop-NC: AN, 00; Prop-Com: AN-1-AG1'S-14 X 8-NO VALUE

2021 Pd in full \$ 718.14

INSPECTION HISTORY					
Date	Time	Code	Reason	Appraiser	Contact
08/13/2018	11:28 AM	6		EMR	
06/20/2012	10:26 AM	1		CEB	
05/10/2007	2:44 AM	6		CEB	

SALES INFORMATION					
Date	Type	Sale Amount	Src	Validity	Inst Type
11/01/2004	2	55,000	1	0	COV

BUILDING PERMITS					
Number	Amount	Type	Issue Date	Status	% Comp

RECENT APPEAL HISTORY					
Tax Year	Hearing Date	Appeal Level	Case Number	Final Action	Hearing Value

2022 APPRAISED VALUE					
Cls	Land	Building	Total	Cls	2021 APPRAISED VALUE
A	9,150	1,380	10,530	A	9,150
F	1,100	5,190	6,290	F	1,100
<b>Total</b>	<b>10,250</b>	<b>6,570</b>	<b>16,820</b>	<b>Total</b>	<b>10,250</b>

PARCEL COMMENTS					

MARKET LAND INFORMATION

Method	Type	AC/ISF	Eff	FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acres	1-Primary Site - 1													2	1.00	1,500.00	800.00	800.00	1,100

Total Market Land Value 1,100



**WARRANTY DEED**

**MARVIN BECKER and VIVIAN BECKER, husband and wife, as joint tenants with rights of survivorship and not as tenants in common**

CONVEY AND WARRANT TO

**MARVIN BECKER and VIVIAN T. ROEHRICH BECKER, as Trustees of the MARVIN AND VIVIAN BECKER TRUST, under agreement dated**

August 29, 2005

all the following described real estate in Hodgeman County, Kansas:

Northwest Quarter (NW¼) of Section 32, Township 21 South, Range 24 West of the 6th P.M.

**FOR THE SUM OF: \$10.00 and other valuable considerations**

**EXCEPT AND SUBJECT TO: Reservations, restrictions and rights of way of record.**

Pursuant to K.S.A. 79-1437 a real estate validation questionnaire is not required due to exception No. 7, deed to trust.

**DATED:** 8/29, 2005

Marvin Becker  
Marvin Becker

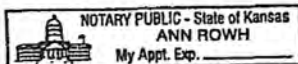
Vivian Becker  
Vivian Becker

STATE OF KANSAS )  
COUNTY OF Gray )

ss:

**BE IT REMEMBERED**, that on this 29 day of Aug., 2005, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Marvin Becker and Vivian Becker, husband and wife**, who are known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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



Ann Rowh  
Notary Public

My Term Expires: 11-20-05

Send Future Tax Statements to:

Marvin and Vivian Becker Trust  
Marvin and Vivian Becker, Trustees  
1996 Chmelka Rd.  
Garden City, KS 67846



STATE OF KANSAS \$6.00 SS  
COUNTY OF HODGEMAN

This Instrument was filed for record on this 31 day of Aug. 20 05 at 9:00 o'clock A.M and duly recorded in Book 52 at Page 85.

Paula Lambergh  
Register of Deeds

Tech Fee: \$2.00

KYLER G. KNOBBE  
P.O. BOX 937  
MARRON, KANSAS 67835  
(620) 855-5100

Entered in Transfer Record in my office  
this 31 day of AUGUST A.D. 20 05

Barbara Smith Co. Clerk  
by Diana Jordan, Deputy



# SCHEDULE A

## ALTA Commitment

FILE NO.: 218071

1. Commitment Date: **December 22, 2021, at 8:00 am**

2. Policy to be Issued:

(a) 2006 ALTA Owner's Policy

Proposed

Insured:

Proposed Policy

Amount:

(b) 2006 ALTA Loan Policy

Proposed

Insured:

Proposed Policy

Amount:

(c) \_\_\_\_\_ ALTA® \_\_\_\_\_ Policy

Proposed \_\_\_\_\_

Insured:

Proposed Policy \_\_\_\_\_

Amount:

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

**Fee Simple**

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

**Marvin Becker and Vivian T. Becker, as Trustees of the Marvin and Vivian Becker Trust, under agreement dated August 29, 2005**

5. The Land is described as follows:

**SEE ATTACHED EXHIBIT "A"**

Issued through the Office of:

**HIGH PLAINS TITLE, LLC  
107 GUNSMOKE, P. O. BOX 878  
DODGE CITY, KANSAS 67801**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*

*400 Second Avenue South, Minneapolis, Minnesota 55401*

*(612) 371-1111*

By \_\_\_\_\_

*President*

Attest \_\_\_\_\_

*Secretary*

\_\_\_\_\_  
Authorized Signature MITCH L. LITTLE



*This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.*

ORT Form 4720 A 8-1-16

Schedule A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

## **EXHIBIT "A"**

### **Tract 1:**

**Southeast Quarter (SE/4) of Section Thirty-one (31), Township Twenty-one (21) South, Range Twenty-four (24) West of the 6th P.M., Hodgeman County, Kansas.**

### **Tract 2:**

**Northwest Quarter (NW/4) of Section Thirty-two (32), Township Twenty-one (21) South, Range Twenty-four (24) West of the 6th P.M., Hodgeman County, Kansas.**

# Schedule B-I

ALTA Commitment

## Requirements

**FILE NO.:** 218071

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. **Execute and record Trustee's Deed, executed by Marvin and Vivian Becker Trust, under agreement dated August 29, 2005 to TBD.**  
**( A Kansas Real Estate Sales Validation Questionnaire must accompany said Deed.)**
6. **Execute and record Trust Certificate, executed by the Trustee's of the Marvin and Vivian Becker Trust, under agreement dated August 29, 2005 authorizing the proper Trustee's to execute all documents necessary for the consummation of this transaction also stating the Trust is still in existence.**
7. **Furnish company with a properly executed Affidavit in order to obtain Mechanic Lien Coverage on the Title Policy to be issued.**
8. **The right is reserved to make additional requirements and/or exceptions.**

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## Schedule B-II

### ALTA Commitment

#### Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2.
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey
  - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.
3. **Taxes and special assessments for 2021 and subsequent years, not yet due and payable.  
(For Information Only: Tax I.D.#**
4. **Except and subject to rights of way and easements for roadways, streets, highways and railways.**
5. **This policy does not insure against loss or damage as a result of the denial or impairment of access over the existing roadways and railways to the insured premises.**
6. **The square footage or acreage shown on Schedule "A" is neither insured nor guaranteed, but shown for description only.**
7. **Except and subject to any mineral rights, interest and reservations of record, if any, including Oil and Gas Leases, Assignments, Memorandum's, and interest of record, if any, regarding minerals whatsoever, and all other matters thereto.**
8. **Except and subject to railroad rights of way, switch tracts, spur tracts, electric and telephone transmission lines; and to include any and all wind, wind towers and easements; and all other easements, if any over the premises.**
9. **Except and subject to any portion of the property within any public road.**
10. **Except and subject to 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, easements, memorandum's and ratifications.**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.*

11. Including and subject to any Wind, Memorandum's, Easements, Amendments, Ratification, and or Development Plans.
12. Except and subject to any unrecorded Farm Leases and Water Certificates located upon subject property, if any.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.*

**AUCTION REAL ESTATE SALES CONTRACT**

THIS CONTRACT, made this the 2nd day of March 2022, by and between, Marvin Becker and Vivian T. Becker, as Trustees of the Marvin and Vivian Becker Trust, under agreement dated August 29, 2005 (“Seller”) whose address is 500 N. Walnut St., South Hutchinson, KS 67505 and \_\_\_\_\_ (“Buyer”) whose address is \_\_\_\_\_.

**1. AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **23295 NW T Road, Jetmore, Kansas 67854** and described as follows:

Legal Description:

**Tract 1: Southeast Quarter (SE/4) of Section Thirty-one (31), Township Twenty-one (21) South, Range Twenty-four (24) West of the 6th P.M., Hodgeman County, Kansas.**

**Tract 2: Northwest Quarter (NW/4) of Section Thirty-two (32), Township Twenty-one (21) South, Range Twenty-four (24) West of the 6th P.M., Hodgeman County, Kansas.**

<b>2. High Bid Price</b> .....	\$ _____
<b>Buyer’s Premium (3%)</b> .....	\$ _____
<b>Total Purchase Price</b> .....	\$ _____
<b>Non-Refundable Down Payment/Deposit</b> .....	\$ _____
In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a non-interest bearing escrow account by Closing Agent.	
<b>Balance of Purchase Price</b> .....	\$ _____
In U.S. Funds, due at Closing, not including Buyer’s Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.	

**3. CLOSING.** Closing shall take place with **High Plains Title, LLC** (“Closing Agent”), whose address is **107 Gunsmoke, PO Box 878, Dodge City, KS 67801** on or before **Friday, April 1st, 2022** (the “Closing Date”). The contact person is **Dane Little** phone: **(620)255-6574** email: **dane@hplt.net**. At Closing, Seller shall deliver to Buyer a **Warranty Deed** (the “Deed”), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or



other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before December 31, 2022 and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. **CLOSING COSTS.**

(a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and the title commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall also pay for any survey cost needed, but limited to providing a complete legal description.

(b) **Buyer's Costs.** At Closing, Buyer shall pay for the issuance of the Title Policy (as hereinafter defined), the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), (50%) of the closing agent's closing fees, and all additional sale or closing fees.

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**

(a) Buyer warrants and acknowledges to and agrees with Seller, and United Country - Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and Auctioneer.

(b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or

arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

(c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.

(d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, -environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

**Potential Proximity of Registered Offenders to Property:** Kansas Law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://Kansas.gov/kbi> or by contacting the local sheriff's office.

**Radon Notice:** Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced

lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon gas test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information, go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for **Old Republic National Title Insurance Company** (the "Title Insurer"). Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment,, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- d. Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer.
- e. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment currently attached to or located upon the Property at the time of closing will be conveyed to Buyer and no other personal property will be conveyed with the Property.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option,

attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **BROKER AGENCY.**

(a) **Brokerage.** Buyer warrants and represents that Buyer [ ] is or [ ] is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: \_\_\_\_\_ . The Buyer's Broker must perform all of the requirements in the Buyer Broker Incentive Program as provided by the Auctioneer. Failure to properly submit a pre-auction purchase offer or comply with the provisions of the Buyer Broker Incentive Program will disqualify the Buyer Broker from receiving any commission from the transaction.

(b) **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer.

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its

address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Kansas State Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Kansas law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.

26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

27. **SPECIAL CONDITIONS (1031 EXCHANGE).** Buyer/Seller acknowledges that it may be the intention of the Buyer/Seller to complete a tax-deferred exchange under Internal Revenue Code Section 1031. Buyer/Seller agrees to cooperate as long as it does not delay the closing or cause additional expense to the

Buyer/Seller. Buyer/Seller agrees that Buyer/Seller will assign the rights but not the obligations of this agreement to a Qualified 1031 Exchange Intermediary during the closing process.

28. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

EXAMPLE