

Boundary

7







 Return to County Website
 Log\_Out

 New Search
 Back to Results

View GIS Map | View Tax Detail

This database was last updated on 9/29/2019 at 5:03 AM

### Parcel Details for 021-208-33-0-00-005.00-0

Page 1 of 1	-	= *				
Owner Information			*	Property Address		8
Owner's Name (Primary): Mailing Address:	WALKER FEEDLO	T, INC			732 Mink Rd Hope, KS 67451	
General Property In	formation		8	Deed Information		8
			<u>س</u>		oont Link	2
Property Class: Living Units: Zoning: Neighborhood: Taxing Unit:	016 149			Document Docum	lent Link	
Neighborhood / Tra	ct Information					8
Neighborhood: Tract: Tract Description: Acres: Market Acres:		016 Section: 33 Townsh S33, T15, R03, S2 SV				
Land Based Classif	ication System					8
Function: Activity: Ownership: Site:		Farming / ranch opera Farming, plowing, tillin Private-fee simple Dev Site - crops, graz	ng, harvesting, or rela	ated activities		
Property Factors						8
<u>Topography:</u> Utilities: Access: Fronting: Location:		Level - 1 Well - 5; Septic - 6; G Semi Improved Road Secondary Street - 3 Neighborhood or Spo	- 2	Parking Type: Parking Quantity: Parking Proximity: Parking Covered: Parking Uncovered		
Appraised Values						8
Tax Year	Prope	erty Class		Land	Building	Total
2019	Farm H	Homesite - F		31,600	117,620	149,220
2019	Agricul	ltural Use - A		13,560	00	13,560
Market Land Inform						8
Туре	Metho	d	Area or Acres	Eff. Frontag	e Eff. Depth	Est. Value
Regular Lot - 1	Acre		2.70			00
Influence #1: Factor:		Influen F	ce #2: actor:		Influence Override: Depth Factor:	
Residential Informa	tion					8
Building #: 1 Dwelling Informati Residence Type Quality Year Built	e: Residential/Agric /: AV	ultural - 1 Arch	onent Sales Infori itectural Style: Rar asement Type: Full Total Rooms: 7	nch	View Sketch Vector	

Effective Year:		Bedrooms:	4										
MS Style: 1		Family Rooms:	1										
LBCS Structure: Detached SFR unit		Full Baths:	3										
# of Units:		Half Baths:											
Total Living Area:	G	arage Capacity:											
Calculated Area: 1,392		Foundation:	Concrete -	2									
Main Floor LA: 1,392													
Upper Floor LA %:													
CDU: AV-													
Phys / Func / Econ: AV / N/A / N/A													
Ovr % Good / RCN: /													
Remodel:													
% Complete:													
Assessment Class:													
MU Class #1 / %: / MU Class #2 / %:	: / MU Clas	ss#3/%:/											
Residential Components													
Code / Description	Units	Percentage	Quality	Y	ear								
Attached Garage (SF)	576	-	-										
Frame, Plywood or Hardboard		100											
Composition Shingle		100											
Total Basement Area (SF)	1,392												
Raised Subfloor (% or SF) Partition Finish Area (SF)	1,576 1,392												
Warmed & Cooled Air	1,592	100											
Plumbing Fixtures (#)	11	100											
Plumbing Rough-ins (#)	1												
Single 1-Story Fireplace (#)	1												
Automatic Floor Cover Allowance													
Raised Slab Porch (SF) with Roof	95												
Slab Porch (SF) with Roof Wood Deck (SF)	220 252												
Commercial Information [Information Not A	vailable1												~
	(Tullusio]												25
Other Building Improvement Information													~
MS	Year Effective		D	imensions		<u>Phys</u>			Ovr	Ovr	RCN	%	MS
Occup Class Rank <u>Quantity</u> B		LBCS Area Per	rim Hgt	(L x W)	Stories			Econ		Reason	LD		Value
Site Improvements D FR 1	2005	240	64 8	20 x 12	1	AV A	٩V				1590	32	1590
Components													
Code			Units	Percentag	ie %	Area		Other		Rank		Year	
   			240										

# PROPERTY TAX INFORMATION





Return To County Website Logout

### **Tax Statement Details**

Туре	CAMA Number		Tax Identifi	cation		
RL	208 33 0 00 00 005 00	0 00	149-20833	00000005000		Current Taxes
Owner ID	WALK00005 WALKER FEED	_OT, INC				Current Real Estate Detail
732 MINK			67451			
Subdivision	Block	Lot(s)	Section 33	Township 15	Range 3	Print Friendly Version
Tract 1 RI0197						

### **Statement Details**

General Tax:	\$2,657.56
Specials:	\$18.00
Total Tax:	\$2,675.56
Received To Date:	\$2,675.56
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

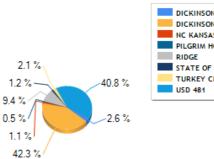
### **Receipt Information**

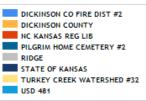
Receipt #	Date	Tax Year	Тах	Int/Fee
63488	12/19/2018	2018	\$1,337.78	\$0.00
69879	4/26/2019	2018	\$1,337.78	\$0.00

For delinquent tax pay off amount contact Dickinson County Treasurer.

Back To Search Results

### Taxes by Tax Districts





Back To Search Criteria

# **Real Estate Information**



# (Kansas

 Return to County Website
 Log\_Out

 New Search
 Back to Results

Parcel Details for 021-208-33-0-00-002.00-0 Quick Reference #: R10045

This database was last updated on 9/3/2019 at 8:36 AM

View GIS Map | View Tax Detail

-= Page 1 of 1 ~ ~ **Owner Information Property Address** WALKER FEEDLOT, INC 1537 700th Ave **Owner's Name** Address: Hope, KS 67451 (Primary): Mailing Address: 612 Lark Rd ~ ~ **General Property Information Deed Information** Property Class: Agricultural Use - A **Document Document Link** Living Units: Zoning: Neighborhood: 016 **Taxing Unit:** 148 ~ Neighborhood / Tract Information Neighborhood: 016 Tract: Section: 33 Township: 15 Range: 03 Tract Description: S33, T15, R03, N2 SW4 & SE4 W RR R/W, LESS R/W. Acres: **Market Acres:** 2 Land Based Classification System **Function:** Farming / ranch land (no improvements) Activity: Farming, plowing, tilling, harvesting, or related activities **Ownership**: Private-fee simple Site: Dev Site - crops, grazing etc - no structures **Property Factors** ~ **Topography:** Level - 1 Parking Type: None - 0 None - 8 None - 0 **Utilities: Parking Quantity:** Access: Dirt Road - 3 **Parking Proximity:** Far-0 Frontage Road - 8 Fronting: **Parking Covered:** Location: Neighborhood or Spot - 6 **Parking Uncovered:** Appraised Values 4

Appraised values				2
Tax Year	Property Class	Land	Building	Total
2019	Agricultural Use - A	82,330	00	82,330
Market Land Inform	nation [Information Not Available]			8
Residential Inform	ation [Information Not Available]			8
Commercial Inform	nation [Information Not Available]			8
Other Building Imp	provement Information [Information Not Available]			8

# **PROPERTY TAX INFORMATION**





Return To County Website Logout

### **Tax Statement Details**

Туре	CAMA Number		Tax Identifi	cation		
RL	208 33 0 00 00 002 0	0 0 0 0	148-20833	00000002000		Current Taxes
Owner ID	WALK00005 WALKER FEEL	DLOT, INC				Current Real Estate Detail
1537 700			67451			
Subdivision	Block	Lot(s)	Section 33	Township 15	Range 3	Print Friendly Version
Tract 1 RI0195						

### **Statement Details**

General Tax:	\$3,098.98
Specials:	\$0.00
Total Tax:	\$3,098.98
Received To Date:	\$3,098.98
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

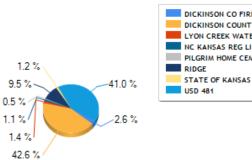
### **Receipt Information**

Receipt #	Date	Tax Year	Тах	Int/Fee
63488	12/19/2018	2018	\$1,549.49	\$0.00
69879	4/26/2019	2018	\$1,549.49	\$0.00

For delinquent tax pay off amount contact Dickinson County Treasurer.

### Back To Search Results

### Taxes by Tax Districts





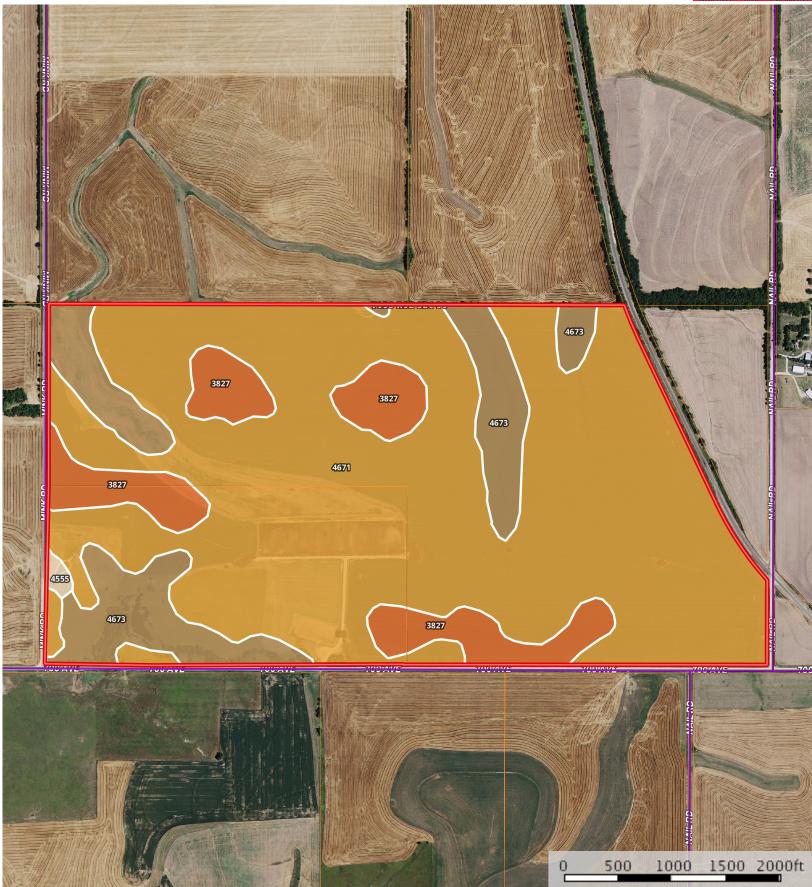
Back To Search Criteria

						FARM:	9444		
Kansas			U.S. Depa	artment of Agricultu	re	Prepared:	8/13/19 1:13 PM		
Dickinson			Farn	n Service Agency		Crop Year: 2019			
Report ID: FSA-156EZ		Ab	breviat	ed 156 Farm Red	cord	Page:	4 of 5		
DISCLAIMER: This is data and complete representation	extracted from the w	eb farm database n the MIDAS syst	e. Because tem, which	of potential messaging is the system of record	g failures in MIDAS, th d for Farm Records.	nis data is not guarant	eed to be an accura		
Сгор	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction					
Total Base A		ora	Tield	on Reduction					
Owners: WALKER FEED Other Producers: Nor	DLOT INC								
Tract Number: 10432	Description	S2 W/RR 33-15-	-3 DK CO						
FSA Physical Location	Dickinson, KS		ANSI Phy	sical Location: Dick	inson, KS				
BIA Range Unit Number	:								
HEL Status: NHEL: no	agricultural commo	dity planted on u	undetermi	ned fields					
	t does not contain a								
WL Violations: None									
Frankrik		DCP							
Farmland	Cropland	Cropland	1	WBP	WRP/EWP	CRP Cropland	GRP		
Farmland 287.0	Cropland 246.95	Cropland 246.95	i	<b>WBP</b> 0.0	<b>WRP/EWP</b> 0.0		<b>GRP</b> 0.0		
						Cropland			
287.0 State	246.95 Other	246.95 Effective		0.0 Double	0.0	Cropland			
287.0 State Conservation	246.95 Other Conservation	246.95 Effective DCP Cropia		0.0 Double Cropped	0.0 MPL/FWP	Cropland			
287.0 State Conservation 0.0	246.95 Other Conservation 0.0 Base	246.95 Effective DCP Cropia 246.95 CTAP Tran	nd PLC	0.0 Double Cropped 0.0 CCC-505	0.0 MPL/FWP	Cropland			
287.0 State Conservation 0.0 Crop	246.95 Other Conservation 0.0 Base Acreage	246.95 Effective DCP Cropia 246.95 CTAP Tran	nd PLC Yield	0.0 Double Cropped 0.0 CCC-505 CRP Reduction	0.0 MPL/FWP	Cropland			
287.0 State Conservation 0.0 Crop WHEAT	246.95 Other Conservation 0.0 Base Acreage 101.63	246.95 Effective DCP Cropia 246.95 CTAP Tran	PLC Yield 30	0.0 Double Cropped 0.0 CCC-505 CRP Reduction 0.0	0.0 MPL/FWP	Cropland			
287.0 State Conservation 0.0 Crop WHEAT CORN	246.95 Other Conservation 0.0 Base Acreage 101.63 71.87 7.18	246.95 Effective DCP Cropia 246.95 CTAP Tran	PLC Yield 30 54	0.0 Double Cropped 0.0 CCC-505 CRP Reduction 0.0 0.0	0.0 MPL/FWP	Cropland			
287.0 State Conservation 0.0 Crop WHEAT CORN SOYBEANS	246.95 Other Conservation 0.0 Base Acreage 101.63 71.87 7.18 180.68	246.95 Effective DCP Cropia 246.95 CTAP Tran	PLC Yield 30 54	0.0 Double Cropped 0.0 CCC-505 CRP Reduction 0.0 0.0	0.0 MPL/FWP	Cropland			

# Tract 6

Dickinson County, Kansas, 288 AC +/-





D Boundary





### |D Boundary 287.5 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
4673	Irwin silty clay loam, 3 to 7 percent slopes	40.2	13.98	4e
3827	Crete silty clay loam, 0 to 1 percent slopes	32.2	11.19	2s
4555	Clime silty clay loam, 3 to 7 percent slopes	1.0	0.33	3e
4671	Irwin silty clay loam, 1 to 3 percent slopes	214.1	74.49	3s
TOTALS		287.5	100%	3.03

# **Capability Legend**

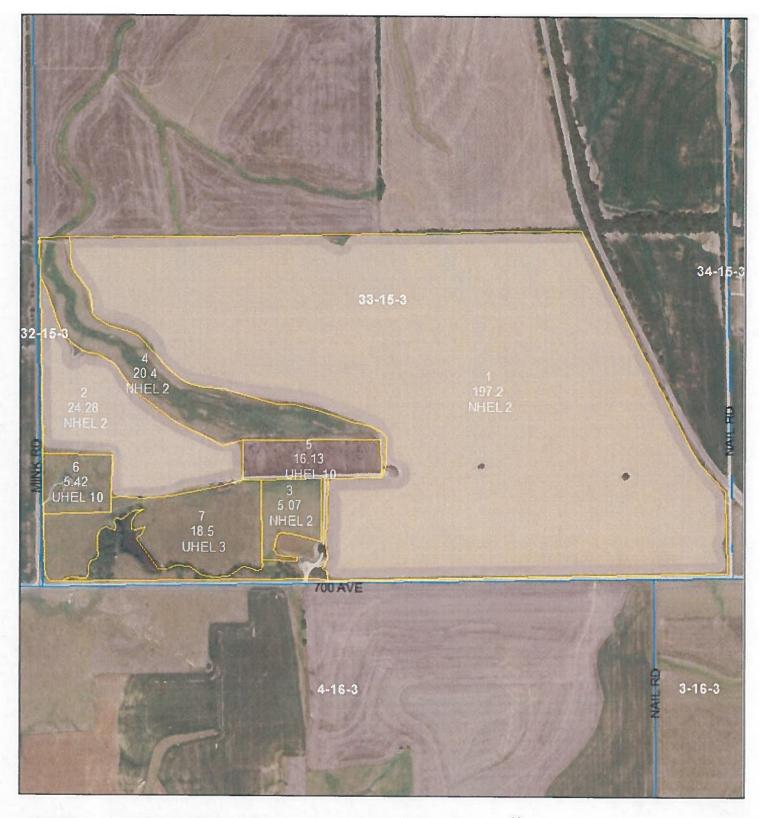
Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability Class(non-irrigated)									
6,	1	2	3	4	5	6	7	8	
'Wild Life'	٠	٠	٠	•	٠	٠	٠	٠	
Forestry	٠	٠	٠	٠	٠	٠	٠		
Limited	٠	٠	٠	•	٠	٠	٠		
Moderate	٠	•	٠	•	٠	٠			
Intense	٠	•	٠	•	٠				
Limited	٠	٠	٠	•					
Moderate	٠	٠	٠						
Intense	٠	٠							
Very Intense	٠								
Very Intense	•								

## Grazing Cultivation

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water





Farm: 9444 Tract: 10432

United States Department of Agriculture Farm Service Agency Dickinson County, KS-CY 2019 Non Irrigated Unless Otherwise Indicated All Wheat HRW, NI, GR All Sorghum GRS, NI, GR All Corn Yel, NI, GR All Soybeans, COM, NI, GR

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

Division of Environment Bureau of Water Curtis State Office Building 1000 SW Jackson St., Ste. 420 Topeka, KS 66612-1367

Susan Mosier, MD, Secretary



Phone: 785-296-6432 Fax: 785-296-5509 tmedley@kdheks.gov www.kdheks.gov/feedlots

Sam Brownback, Governor

RECEIVED

DEC 0 2 2015

KDHE-SALINA

November 25, 2014

Harvey Walker Walker Feedlot, Inc. 612 Lark Road Hope, KS 67451

Re: Kansas Water Pollution Control Permit No. A-SHDK-B020

Dear Mr. Walker:

This is to inform you that there has been a revision to your Kansas Water Pollution Control Permit for Agricultural and Related Wastes. The revised portion is on page 1, the Secretary of Kansas Department of Health and Environment's signature had been left off and the effective date has been changed. Your newly issued permit is enclosed.

ATTENTION: <u>We strongly recommend that you carefully read your permit.</u> Violations of the terms and/or conditions of this permit are enforceable under both state and federal law. Violations can result in significant civil penalty. Your permit may require you to complete certain tasks within the next few months.

The Operations Report and Annual Report required by this permit may be found on our website at www.kdheks.gov/feedlots in the Forms Section of the web page, or you may contact the Department at 785-296-6432 for electronic or paper copies.

We look forward to working with you in the achievement and maintenance of high quality water for the State of Kansas. If you have any questions, please contact our North Central District Office at 785-827-9639.

Sincerely,

Tara Mahin, Section Chief Livestock Waste Management Program Bureau of Water

TM:jr Enclosure

cc: North Central District Office

Kansas Department of Health & Environment

Division of Environment Bureau of Water



Topeka, Kansas 66612-1367 Telephone: (785) 296-6432

Kansas Permit No.: A-SHDK-B020

# KANSAS WATER POLLUTION CONTROL PERMIT FOR AGRICULTURAL AND RELATED WASTES

Pursuant to the Provisions of Kansas Statutes Annotated 65-164 and 65-165,

Permittee:	Harvey Walker
Permittee's Address:	612 Lark Road Hope, Kansas 67451
Facility Name:	Walker Feedlot, Inc.
Facility Location:	S ½, Section 33, Township 15S, Range 3E Dickinson County, Kansas
River Basin:	Smoky Hill River Basin

is authorized to operate water pollution control facilities to collect, retain, and dispose of precipitation induced runoff and/or dry weather wastewater accumulations containing livestock or related agricultural wastes in accordance with requirements as set forth herein.

This permit is effective <u>November 25, 2015</u>, supersedes the previously issued water pollution control permit <u>A-SHDK-B020</u>, and expires <u>December 28, 2019</u>.

### Facility Summary

This existing facility has a maximum capacity of 950 head (950 animal units) of cattle more than 700 pounds. The facility consists of open dirt lots, one sedimentation basin, one solids settling bench, and one grass filter strip.

som K Mosien

Secretary, Kansas Department of Health and Environment

November 25, 2015 Date

### A. FACILITY DESCRIPTION

### Existing Facility

This facility consists of 4 open dirt lots used for confined cattle feeding.

Surface drainage from a total of approximately 5.74 acres first enters a sedimentation basin which provides 71,000 cubic feet of storage. Wastewater overflow is dispersed onto a brome settling bench approximately 240 feet x 1000 feet in size, which then releases wastewater onto a designed grass filter strip approximately 2800 feet x 180 feet in size.

### B. OPERATION AND MAINTENANCE REQUIREMENTS

The sedimentation basin shall be operated to contain the runoff from the 2 year, one hour storm and to manage the runoff from a 25-year, 24-hour storm event without overflow or damage to the wastewater. settling basin. The discharge piping and grass filter system shall be maintained to ensure the detention time in the wastewater-settling basin is at least 15 hours. However, the basin shall be fully dewatered within 48 hours of the conclusion of each precipitation event.

Solid livestock wastes may be applied to frozen ground provided that the waste is retained on the application site. Solids such as manure may be stockpiled temporarily (not to exceed six months). The stockpiles shall be located in areas not subject to uncontrolled runoff or leaching.

Unless the Confined Feeding Facility (CFF) exercises a KDHE approved compliance alternative, manure, litter, and process wastewater may not be applied closer than 100 feet to any downgradient surface water, open tile line intake structure, sinkhole, agricultural well head, or other conduits to surface water or groundwater. As a compliance alternative, the CFF may substitute the 100-foot setback with a permanent 35-foot wide vegetative buffer on which applications of manure, litter, or process wastewater are prohibited.

Livestock wastes shall be applied to land using rates and methods that prevent surface runoff of pollutants and/or leaching of pollutants into groundwater. Waste application shall not exceed agronomic rates.

Runoff and wastewater containing livestock or related wastes not collected or retained by the water pollution control facilities shall be controlled in a manner capable of preventing water pollution.

### Removal of Solid Wastes Accumulations

Open lots used on a continuous basis shall be cleaned of manure accumulations after each occupancy cycle or at least twice per year. Open lots used seasonally shall be cleaned of manure after each use.

Sedimentation basin(s) shall be cleaned whenever solids accumulations exceed one half of the depth of the basin(s).

### C. STANDARD CONDITIONS

In addition to the specified conditions stated herein, the permittee shall comply with the attached Standard Conditions for all animal types and related agricultural operations less than 1000 animal units dated January 24, 2008.

Page 3 UI 3 Kansas Permit No.: A-SHDK-B020

L

#### REPORTING AND RECORDKEEPING D.

- 1. Any significant operational changes, modifications, or capacity increases shall be reported and approved by this agency prior to implementation.
- 2. All overflows or discharges from the water pollution control structures, the land application sites, any water pollution incident, or other permit violation shall be reported to the Department by telephone at (785) 296-1679, immediately upon discovery [within two hours]. A written report shall be submitted to the Department within three days of the incident.
- 3. A written Operations Report shall be maintained on forms available from the Department. Information recorded shall include but not be limited to: a) daily precipitation amounts, b) for each day waste is applied; soil condition (frozen/thawed, etc.), quantity of waste applied, application area, and vegetation (crop) on the application area, and c) available storage depth in all retention structures on the 1<sup>st</sup>, and 15<sup>th</sup> day of each month (or if desired, the permittee may record the available storage depth once per week). Whenever the water level infringes on the required operating level or the required storage capacity is not available in any retention structure, the available storage depth shall be recorded daily until the required storage capacity is again available.
- 4. The Operations Report shall be retained on-site and made available upon request by the KDHE inspector to verify proper management of pollution controls. The Report shall be kept on file at the facility for a period of five calendar years plus the current calendar year. The Report need not be submitted to KDHE unless so requested.
- 5. Soil sampling and analysis: Waste Application Areas
  - Soil sampling and analysis shall be conducted on soils from fields determined by the Department to be located in a sensitive groundwater area and which have received manure or wastewater within the five (5) year permit cycle. The Department has indicated in the approved Waste Management Plan, if a field designated for solids and/or liquids disposal is in a sensitive groundwater area. Therefore, if manure or wastewater is applied to fields in these areas, soil sampling and analysis shall be completed on the field(s) waste is applied to, at least once during the permit cycle. Soil test results shall be sent to the Department within 30 days of receipt of the test results.
- 6. Soil sampling and analysis: Filter Strips
  - Soil sampling and analysis shall be conducted on soils from the grass filter area at least once per year. Soil sampling procedures and soil nutrient analysis procedures are described in the Standard Conditions. These soil test results shall be sent to the Department within 30 days of receipt of the test results

#### SCHEDULE OF COMPLIANCE E.

None

### STANDARD CONDITIONS FOR

### KANSAS WATER POLLUTION CONTROL PERMITS FOR AGRICULTURAL AND RELATED WASTES for all Animal Types and Related Agricultural Operations less than 1000 Animal Units

- 1. Definitions:
  - A. A "grab sample" is an individual sample collected at one time.
  - B. A "composite sample" is a combination of individual samples collected over time.
  - C. The terms "Director", "Division", and "Department or KDHE" refer to the Director of the Division of Environment in the Kansas Department of Health and Environment, respectively.
  - D. "Severe property damage" means substantial physical damage to the animal waste management system reasonably expected to cause it to become inoperable in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
  - E. "Bypass" means the diversion of any process waste streams from any portion of the animal waste management system.
  - F. "Process wastes" means any of the following:
    - i. Excrement from animals, wastewater, and animal carcasses;
      - precipitation that comes into contact with any manure, litter, bedding, or other raw, intermediate, or final material or product used in or resulting from the production of animals or direct products, including meat, milk, and eggs;
      - iii. spillage or overflow from animal or poultry watering systems;
      - iv. wastes from washing, cleaning, or flushing pens, barns, manure pits, equipment, trucks, trailers, milking parlors, milking equipment, and other associated animal facilities;
      - v. wastes from washing animals or spraying of animals for cooling;
      - vi. wastes from dust control;
    - vii. boiler blowdown and water softener regenerate wastes;
    - viii. precipitation runoff from confinement, loading, and unloading areas;
    - ix. spillage of feed, molasses, animal wastes, and any other process wastes described herein;
    - x. discharges from land application fields that occur during application;
    - xi. precipitation runoff from land application fields, if liquid or concentrated liquid wastes are applied during frozen, snow-covered, or saturated soil conditions without approval by the department;
    - xii. raw, intermediate, or finished materials associated with wastes or contaminated stormwater runoff from animal waste or dead animal composting operations;
    - xiii. silo liquors; or
    - xiv. flows or runoff from waste storage areas.

Process wastes do not include animal wastes spilled by trucks transporting livestock on city, township, county, state, or federal streets, roads, or highways.

- Animal waste management systems shall be designed, constructed, maintained and operated to prevent the pollution of waters of the state and to protect public health and the environment.
- 3. Neither the approval of construction plans, specifications, Waste Management Plan, or any other plan, nor the issuance of a permit or certification by the Department shall prohibit the Department from taking any enforcement action if the animal waste management system fails to protect the waters of the State, meet any specified effluent criteria, or comply with State Surface Water Quality Standards. In addition, this approval, permit issuance, or certification shall not constitute a defense by the permittee regarding violation of any statute, regulation, permit condition, or requirement.
- 4. Representative Sampling and Reporting (applies only if required in the permit):
  - A. Samples and measurements taken as required in this permit shall be representative of the physical and chemical nature of the monitored material. All samples and measurements shall be taken at the locations designated in the permit, and unless specified otherwise, at locations before the material being sampled joins, mixes with or is diluted by any other material.

-

į

ļ

B. Monitoring, testing and reporting requirements shall be recorded and reported on forms acceptable to the Department. Signed copies of the reports, prepared in accordance with K.A.R. 28-16-59, shall be submitted unless otherwise specified in the permit to:

> Kansas Department of Health & Environment Bureau of Water-Livestock Waste Management Section 1000 SW Jackson Street, Suite 420 Topeka, KS 66612-1367

- 5. Soil Sampling Protocol: For each land application site (field) to be sampled, soil samples shall be collected from areas representative of the soll types and nutrient application activities. A representative number of cores shall be collected from each field. Each core shall be taken to a depth of 24 inches. Two composite samples for each field shall be made from the cores collected. One composite sample shall consist of the top six inches of the cores from the field and shall be tested for nitrate (as N), phosphorus (Bray-1, Mehlich III or Olsen P test), pH, electrical conductivity and other parameters as specified in the permit. The other composite sample shall be made from the remaining six to 24 inches of the cores from the field and shall be tested for nitrate (as N) and other parameters as specified in the permit. Soil test results shall be sent to the address shown in paragraph 4B above and submitted pursuant to the requirements of the permit.
- 6. Test Procedures: All analysis required by this permit shall conform to the requirements of 40 CFR Part 136 and the North Central Regional Research Publication No. 221, "Recommended Chemical Soil Test Procedures for the North Central Region" unless otherwise designated. Testing shall be conducted in a laboratory certified or otherwise accepted by the Department. For each measurement or sample, the permittee shall record the exact place, date, and time of sampling/measurement as appropriate. The laboratory report shall include the date of the analysis, the analytical techniques or methods used, the name of the individual(s) who performed the analysis, and the results. If the permittee monitors any material or takes any measurement at the location(s) designated in this permit more frequently than required by this permit, using approved procedures; the results shall be included in the report form required in paragraph 4B above. Such increased frequencies shall also be indicated.
- 7. Records Retention: A copy of all records and information resulting from the monitoring activities required by this permit, including all records of analyses and calibration and maintenance of instrumentation shall be retained on-site for a minimum of five calendar years or longer if requested by the Director of the Division of Environment.
- 8. Availability of Permit and Permit Records/Falsification of Data: The permittee shall retain a copy of the current permit issued by the Department and approved plans at the facility's site office or such other site as approved by KDHE. Construction plans, specifications, sample test results and other plans are not confidential material unless specifically so designated by KDHE pursuant to Federal and State law. Knowingly making any false statement on any report or tampering with equipment to falsify data may result in the imposition of criminal penalties as provided for in 33 USC Section 1319 and K.S.A. 65-170c.
- 9. Change in Operations: Any significant anticipated change in operations shall be reported to the Division at least one hundred eighty (180) days before such change occurs. A significant Change in Operations means any of the following: (1) Expansion or enlargement of a facility beyond the scope or boundaries established by registration, permit, certification, or approved plans and specifications; (2) any increase in the animal unit capacity beyond that authorized by a permit or certification; or (3) a change in construction or operation of a confined feeding facility that may affect the collecting, storage, handling, treatment, utilization, or disposal of animal or other process wastes. Minor changes shall be submitted to the Department for review and approval prior to construction, implementation or use.

Notification to and approval by the Director is required prior to a significant change in disposal method, a change in the method of treatment which would significantly alter the characteristics of the process waste, discharging to a disposal area different from the existing approved area, or other circumstances which result in a change in character, amount or location of process waste disposal or re-use.

1

. .

1

For any change which will result in an expanded capacity of the facility or operation, permittee shall provide the Department a new application and supporting documentation.

- 10. Facilities Operation: The permittee shall, at all times, properly operate and maintain the animal waste management system and any related appurtenances that are installed or utilized by the permittee to achieve compliance with Kansas law and the conditions of the permit. The permittee shall operate the facility in a manner to prevent any discharge that is in violation of the permit or that has a potential to adversely affect human health or the environment. When necessary to maintain compliance with the permit conditions, the permittee shall stop or reduce those activities under its control, which generate process wastes routed to the animal waste management system.
- 11. Immediate Reporting Required:
  - A. Any emergency or accidental discharge, overflow, or unplanned release of animal or other process wastes, any water pollution incident, or any permit violation shall be reported to the Department by telephone at (785) 296-1679 within two hours of discovery. A written report explaining the cause of the incident and what actions the permittee has taken, or will take to prevent recurrence shall be submitted to the Department at the address provided in paragraph 4B within three days of the incident.
  - B. Any discharge from, or bypass of any part of the animal waste management system not in compliance with this permit is prohibited except: where no feasible alternatives to the bypass exists and 1) where necessary to prevent loss of human life, personal injury or severe property damage; or 2) where excessive stormwater inflow or infiltration would damage any part of the animal waste management system necessary to comply with this permit or 3) where the permittee notifies the Director seven days in advance of an anticipated bypass or discharge. The Director or Director's designee may approve a bypass or discharge, after considering its adverse effects, if any of the three conditions listed above are met. The permittee shall report such discharges or bypasses pursuant to paragraph A above.
- 12. Right of Entry and Bio-Security: The permittee shall allow authorized representatives of the Division of Environment and the Environmental Protection Agency (EPA) to enter upon the permitted premises to inspect the animal waste management system, and at reasonable times, to have access to and copy any records required by this permit, to review any practices required by this permit, and to sample any influents to, discharges from or materials in the animal waste management system. Any permittee that develops or modifies bio-security protocols and requests KDHE conformance with the protocols shall submit a copy of the protocols to the Department. Upon request of the permittee, KDHE or EPA officials shall present their credentials to the permittee. However, the presentation of credentials shall not be a basis to deny entry to the permitted facility.

The permittee shall provide all necessary specialized equipment, clothing, etc. to enable the Department and EPA inspectors to enter the facility for inspection. Bio-security protocols shall not inhibit reasonable access by any Department or EPA inspector.

- 13. Property Rights: The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights nor any infringement of or violation of federal, state or local laws or regulations.
- 14. Permit Modifications and Terminations: As provided by K.A.R. 28-16-62, after notice and opportunity for a hearing, this permit may be modified, suspended, revoked or terminated in whole or in part during its term for cause as provided, but not limited to those set forth in K.A.R. 28-16-62 and K.A.R. 28-16-28b through f. The permittee shall furnish to the Director, within a reasonable amount of time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish upon request, copies of all records this permit requires to be kept.

ł

i

t i

-----

ţ

ł

15. Void of Plan Approval: Failure to initiate the approved construction or expansion within two years and to complete the approved construction or expansion within three years after the effective date of the permit shall void the secretary's approval of the construction plans, specifications, and other associated plans. If phased construction is proposed, the initiation and completion of construction shall conform to the schedule stipulated by the secretary.

If the approval becomes void, the permit shall remain in effect for the term of the permit, but the operator shall resubmit the construction plans, specifications, and other associated plans to the secretary for review and consideration for approval before initiating the construction or expansion of the facility.

- 16. Severability: The provisions of this permit are severable. If any provision of this permit or any circumstance is held invalid, the remainder of the permit shall not be affected thereby.
- 17. Transfer of Ownership: The permittee shall notify the succeeding owner or controlling person of the existence of this permit and shall provide the Department a copy of an agreement indicating the date when the transfer of permit responsibility, coverage and liability will take place. The permit is not transferable to any person except after notice to and approval by the Director. The existing permit remains in effect until the Department authorizes the transfer by letter or reissues the permit. The Director may require modification or revocation and reissuance of the permit to update the permit to comply with current Federal and State requirements.
- Change in Permittee Address/Telephone No.: The permittee shall notify the Department within 60 days
  of any changes in mailing address or telephone number regarding the facility or the designated facility
  contact.
- 19. Retention Structure Wastewater, Liquid Process Waste Level Monitoring (applies only if required in the permit): A permanent water level measurement device (such as a staff gauge) shall be installed and maintained in each retention structure used as the basis for determining appropriate storage capacity. The device shall be marked in increments of feet and shall be readable to the nearest ½ foot.
- 20. Irrigation Practices: Irrigation practices shall be managed to minimize pooling of animal or other process wastes at the land application site. Irrigation practices shall be managed to ensure that animal or other process wastes are not discharged from the waste application sites.
- 21. Removed Substances: Solids, sludge, or other process wastes removed from the animal waste management system shall be disposed of or re-used in a manner acceptable to the Division.
- 22. Transport of Animal or Process Wastes: The permittee shall haul or transport animal or process wastes to land application sites in a manner that prevents loss or spillage during transport.
- 23. Cease Operations/Removal from Service: Each permittee shall notify the Department of plans to cease operations of, close, or abandon the facility, and shall maintain and comply with the permit until the Department approves the closure of the facility. The permittee shall inform the Division prior to removing from service any part of the animal waste management system that would affect compliance with the permit. The permittee shall make arrangements acceptable to the Division to decommission any portion of the animal waste management system being permanently removed from service such that the public health and waters of the state are protected.
- 24. Retention Structure Liners: The permittee shall install and maintain the liner to comply with K.A.R. 28-18-1 et seq. When soil liners are utilized, no trees or other deep-rooted vegetation shall be allowed to grow within 100 feet of the liner. Any mechanical or structural damage to the liner shall be reported to the Department within two workdays of identification and shall be repaired in a time frame approved by the Department.
- 25. Permeability Tests: The permittee shall conduct permeability tests using methods acceptable to the Department. For a description of the acceptable methods, the permittee may contact KDHE at the

1

------

1

address in paragraph 4B. Permeability tests shall be conducted anytime the retention structure is altered by cleanout and/or reconstruction or anytime there is damage to the liner. Results of the permeability test shall be submitted to the Department within 30 days of completing the test. Should any structure not meet the permeability requirements, additional sealing will be required.

- 26. Annual Permit Fee: Each permittee shall submit the appropriate annual permit fee according to the schedule of fees provided in K.A.R. 28-16-56d. The Department will bill the permittee annually. Failure to pay the annual permit fee shall result in revocation of the permit.
- 27. Duty to Reapply: A permittee wishing to continue any activity regulated by this permit after the expiration date of this permit must apply for a new permit at least 180 days prior to expiration of the permit.
- 28. Stocking of New/Expanded Facility: The permittee shall not stock a new facility or the expanded portion of an existing facility nor place in use any animal waste management system until after the construction or expansion of the facility, including the animal waste management system, is completed, the Department has reviewed and approved any requested construction certifications, and the new or modified permit is issued or re-issued by the Department.
- 29. Waste Management Plan: The permittee shall comply with the most current KDHE approved Waste Management Plan. The permittee shall amend this plan whenever warranted by changes in the operation of the facility.
- 30. Chemical Disposal: Chemicals shall not be disposed of in the pollution control system unless specifically authorized in writing by the Department.
- 31. Additional Information and Contacts: Additional Information and KDHE contacts can be found on the KDHE-Livestock Waste Management Section's web page at www.kdhe.state.ks.us/feedlots.



CLTA Guarantee Form No. 28 -Condition of Title

ISSUED BY
First American Title Insurance Company
GUARANTEE NUMBER

5026900-1529176

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

### FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

### **GUARANTEES**

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

By: borah L. Scroggins

Authorized Countersignature

This jacket was created electronically and constitutes an original document

© California Land Title Association. **All rights reserved.** The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses prohibited. Reprinted under license or express permission from the California Land Title Association.

(f)

the Public Records.

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

### **GUARANTEE CONDITIONS**

### 1. Definition of Terms.

- The following terms when used in the Guarantee mean:
- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

### 2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding. (3) are shown by the Public Records.

thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or

(q) (1) Unpatented mining claims; (2) reservations or

(e) The validity, legal effect or priority of any matter shown

or referred to in any of the schedules of this Guarantee.

(1) Taxes or assessments of any taxing authority that

levies taxes or assessments on real property; or, (2)

proceedings by a public agency which may result in

taxes or assessments, or notices of such proceedings,

whether or not the matters excluded under (1) or (2)

are shown by the records of the taxing authority or by

exceptions in patents or in Acts authorizing the issuance

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### 5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### 6. Options to Pay or Otherwise Settle Claims: Termination of Liability. In case of a claim under this Guarantee, the Company shall have the following additional options:

a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

### 7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### 8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

### 9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

### **10.** Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

# 12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

### 15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642** (claims.nic@firstam.com).



CLTA Guarantee Form No. 28 -Condition of Title ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 5026900-1529176

File No.: 1529176

Guarantee No. 1529176

Amount of Liability: \$

Date of Guarantee:September 12, 2019 at 7:30 A.M. Fee: \$

1. Name of Assured:

Vaughn-Roth Land Brokers

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

Real property in the, County of Dickinson, State of Kansas, described as follows:

The South Half of Section Thirty-three (33), Township Fifteen (15) South, Range Three (3) East of the 6th P.M., Dickinson County, Kansas, Except the right of way of the Atchison, Topeka and Santa Fe Railway Company and except the right of way of the Missouri Pacific Railway Company, formerly the Topeka, Salina and Western Railroad Company, and EXCEPT

A tract of land lying East of the right-of-way of the Atchison, Topeka and Santa Fe Railway Company, in the South Half of Section Thirty-three, Township Fifteen (15) South, Range Three (3) East of the 6th P.M., Dickinson County, Kansas.

APN: 208330000005000 and 208330000002000

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Walker Feedlot, Inc.

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

Form 5026900 (1-29-15	) Page	5 of 3	7
-----------------------	--------	--------	---



CLTA Guarantee Form No. 28 -Condition of Title

ISSUED BY First American Title Insurance Company GUARANTEE NUMBER

5026900-1529176

File No.: 1529176

1. Taxes for the fiscal year 2018.

First Installment:	\$1,337.78, PAID
Penalty:	\$0.00
Second Installment:	\$1,337.78, PAID
Penalty:	\$0.00
Property I.D. No.:	208330000005000

2. Special Assessments in the amount of \$18.00, for Landfill, are included in the 2018 Total Real Estate Taxes.

FOR INFORMATIONAL PURPOSES ONLY: According to the records, the address to legal description stated herein is: 732 Mink Rd Hope, Kansas 67451

3. Taxes for the fiscal year 2018.

First Installment:	\$1,549.49, PAID
Penalty:	\$0.00
Second Installment:	\$1,549.49, PAID
Penalty:	\$0.00
Property I.D. No.:	208330000002000

4. Special Assessments in the amount of \$18.00, for Landfill, are included in the 2018 Total Real Estate Taxes.

FOR INFORMATIONAL PURPOSES ONLY: According to the records, the address to legal description stated herein is: 1537 700 Ave Hope, Kansas 67451

- 5. Existing roads and highways.
- 6. Rights-of-way for railroads, switch tracks, spur tracks, railway facilities, and other related easements, if any, on and across the Land.
- 7. Subject to the railway right of way and other related easements, if any, on and across the Land.
- 8. Title to that portion of the Land, if any, lying within the railroad right of way.

	Form 5026900 (1-29-15)	Page 6 of 7	CLTA Guarantee Form No. 28 - Condition of Title (Rev. 6-5-14)
--	------------------------	-------------	---

- 9. An easement for pipe line for the transportation and distribution of oil or gas, recorded October 16, 1940 as Misc Book 108, Page 335 of Official Records.
   In Favor of: The Kansas Power and Light Company
   Affects: SW<sup>1</sup>/<sub>4</sub> 33-15-3
- 10.An easement for pipe line for the transportation and distribution of oil or gas, recorded June 30, 1941<br/>as Misc Book 109, Page 209 of Official Records.<br/>In Favor of:<br/>Affects:The Kansas Power and Light Company<br/>SW1⁄4 33-15-3

NOTE: The above easements were assigned to ONE Gas, Inc. and recorded August 4, 2017 as Book Z300, Page 112 of Official Records.

- 11. A lease dated June 15, 2017, executed by Walker Feedlot, Inc. as lessor and Diamond Vista Wind Project, LLC. as lessee, recorded July 3, 2017 as Book Z299, Page 676 of Official Records.
- 12.An easement for communication systems, recorded December 29, 2011 as Book Z280, Page 819 of<br/>Official Records.In Favor of:The Tri-County Telephone Association, Inc.<br/>portion subject property
- 13. Certificate of Appropriation for the beneficial use of water filed May 4, 2012 in Book Z282, Page 995.
- 14. Certificate of Appropriation for the beneficial use of water filed May 4, 2012 in Book Z282, Page 997.
- 15. A mortgage to secure an original principal indebtedness of \$1,000,000.00, and any other amounts or obligations secured thereby, recorded June 26, 2000 as Mortgage Book 307, Page 902 of Official Records.

Dated:	April 16, 2008
Mortgagor:	Walker Feedlot, Inc.
Mortgagee:	The Bennington State Bank

A document recorded April 13, 2018 as Book Z302, Page 301 of Official Records provides that the lien or charge of the Deed of Trust/Mortgage was subordinated to the Memorandum of Wind and Energy Lease recorded July 3, 2017 as Book Z299, Page 676 of Official Records.

|--|