

PROPERTY INFORMATION PACKET

THE DETAILS



00000 N. Perth Rd. | Clearwater, KS 67026

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



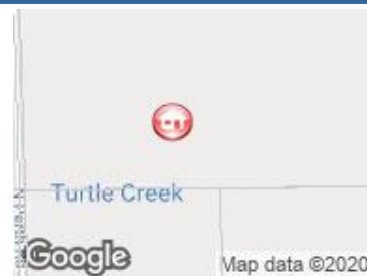
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MLS # 581559
Class Land
Property Type Farm
County Sumner
Area 601
Address 00000 N Perth Rd
Address 2
City Clearwater
State KS
Zip 67026
Status Active
Contingency Reason
Asking Price \$730,000
For Sale/Auction/For Rent For Sale
Associated Document Count 1



GENERAL

List Agent - Agent Name and Phone	Daniel Gutierrez - CELL: 620-937-1488	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
Showing Phone	800-301-2055	VOW: Allow 3rd Party Comm	Yes
Zoning Usage	Agriculture	Sub-Agent Comm	0
Parcel ID	09604-10100000002.00-0	Buyer-Broker Comm	3
Number of Acres	146.40	Transact Broker Comm	3
Price Per Acre		Variable Comm	Non-Variable
Lot Size/SqFt	6,377,184	Virtual Tour Y/N	
School District	Clearwater School District (USD 264)	Days On Market	39
Elementary School	Clearwater West	Cumulative DOM	39
Middle School	Clearwater	Cumulative DOMLS	
High School	Clearwater	Input Date	5/22/2020 4:10 PM
Subdivision	MNONE	Update Date	6/26/2020
Legal	S01, T30, R02W, ACRES 146.4, NW4 LESS BEG NW COR TH E900', S484', W875', NLY370' ALG E ROW CO RD N130'		

DIRECTIONS

Directions (Clearwater) 103rd St & 151st St W- South on 151st St, East on 119th St N, South on Perth Rd to property.

FEATURES

SHAPE / LOCATION	UTILITIES AVAILABLE	FLOOD INSURANCE	LOCKBOX
Irregular	Private Water	Unknown	None
TOPOGRAPHIC	IMPROVEMENTS	SALE OPTIONS	AGENT TYPE
Level	None	None	Sellers Agent
Stream/River	OUTBUILDINGS	PROPOSED FINANCING	OWNERSHIP
Treeline	None	Conventional	Individual
PRESENT USAGE	MISCELLANEOUS FEATURES	POSSESSION	TYPE OF LISTING
Recreational	Mineral Rights Included	At Closing	Excl Right w/o Reserve
Tillable	Water Access	SHOWING INSTRUCTIONS	BUILDER OPTIONS
Other/See Remarks	DOCUMENTS ON FILE	Call Showing #	Open Builder
ROAD FRONTAGE	Photographs		
Dirt	Sellers Prop. Disclosure		

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,319.80
General Tax Year	2019
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	

MARKETING REMARKS

Marketing Remarks This property is offered by Daniel Gutierrez with McCurdy Auction, LLC. Office: 316-867-3600 Email: dgutierrez@mccurdyauction.com You will not want to miss out on this amazing opportunity to own almost 150 acres right off the Ninescah River. This land is located just outside of Clearwater and features a livestock well, windmill, and potential home site! There is a tenant farmer to oversee harvest and owns a 2/3 share. Potential buyer would receive mineral rights, water rights, 1/3 crop share and current owned livestock. Last year the property income was \$13,000 with a \$2,000 expense for crops. This land would be great for a potential recreational usage with river access for all your hunting and fishing needs! Call to schedule your showing today!

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

SOLD

How Sold		Selling Agent - Agent Name and Phone
Sale Price		Co-Selling Agent - Agent Name and Phone
Net Sold Price	\$0	Selling Office - Office Name and Phone
Pending Date		Co-Selling Office - Office Name and Phone
Closing Date		Appraiser Name
Short Sale Y/N		Non-Mbr Appr Name
Seller Paid Loan Asst.		
Previously Listed Y/N		
Includes Lot Y/N		
Sold at Auction Y/N		

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: Perth Rd, Clearwater, KS
 Seller: Paul J Dickens Jr Date of Purchase: Aug 13, 2018
 Property currently zoned as: Agricultural

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

Well/Pump Stock well + Windmill
 Drinking No Irrigation livestock
 Location Near Pond
 Depth No Knowledge
 Type livestock Windmill Well
 If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No
 Is the property connected to ☐ city ☐ rural water systems?
 Rural Water Transfer? ☐ Yes ☒ No Transfer Fee \$ _____
 Cistern ☒ ☐ ☐ ☐ ☐
 Other ☒ ☐ ☐ ☐ ☐
 Comments: No Residential well.

DRAINAGE/SEWAGE SYSTEMS

Sewer Lines ☒ ☐ ☐ ☐ ☐
 Septic/Laterals ☒ ☐ ☐ ☐ ☐
 Lagoon ☒ ☐ ☐ ☐ ☐
 Tank Size _____ Location _____
 # Feet of Laterals _____
 Other ☒ ☐ ☐ ☐ ☐
 Other ☒ ☐ ☐ ☐ ☐
 Comments: _____

Seller's Initials

PD

Buyer's Initials

PART II

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

Yes No Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ Is there a propane tank on the property?
- 44 ☐ ☒ If yes, is it ☐ owned ☐ leased?
- 45 ☐ ☒ Is gas connected to property?
- 46 ☐ ☒ If not, distance to nearest source? propane
- 47 ☐ ☒ Is electricity connected to property?
- 48 ☐ ☒ If not, distance to nearest source? neighbor, 300 feet ±
- 49 ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
- 50 ☐ ☒ If yes, please explain: _____

51 _____

52 Comments: Standard hookup costs of Summer Electric,

53 for a new service.

DRAINAGE/SEWAGE SYSTEMS

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

65 Comments: Most of the land is high nonflood overlooking

66 the river. The river has a floodway, but it is on North Side of river.

BOUNDARIES/LAND

- 67 ☐ ☒ Have you had a survey of your property?
- 68 ☐ ☒ Are the boundaries of your property marked in any way?
- 69 ☐ ☒ Is there any fencing on the boundary(ies) of the property?
- 70 ☐ ☒ If yes, does the fencing belong to the property?
- 71 ☐ ☒ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
- 72 ☐ ☒ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
- 73 ☐ ☒ Is this property owner responsible for maintenance of any such shared feature?
- 74 ☐ ☒ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?

75 Comments: Property is in good condition and well maintained.

76 _____

77 _____

78 _____

HOMEOWNER'S ASSOCIATION

- 79 ☐ ☒ Is the property subject to rules or regulations of any homeowner's association?
- 80 ☐ ☒ Annual dues \$ _____ Initiation Fee \$ _____
- 81 ☐ ☒ To your knowledge, are there any problem relating to any common area?
- 82 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
- 83 _____
- 84 Comments: _____
- 85 _____

Seller's Initials PD

Buyer's Initials _____

PART II - Continued

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

Yes No Don't Know

ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?

- | | | | |
|----|--------------------------|-------------------------------------|--|
| 86 | | | |
| 87 | | | |
| 88 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Asbestos |
| 89 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contaminated soil or water (including drinking water) |
| 90 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landfill or buried materials |
| 91 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Methane gas |
| 92 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oil sheers in wet areas |
| 93 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Radioactive material |
| 94 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Toxic material disposal (e.g., solvents, chemicals, etc.) |
| 95 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Underground fuel or chemical storage tanks |
| 96 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | EMFs (Electro Magnetic Fields) |
| 97 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Gas or oil wells in area |
| 98 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other |
| 99 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | To your knowledge, are any of the above conditions present near your property? |

Comments: _____

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|--------------------------|-------------------------------------|---|
| 102 | | | |
| 103 | | | |
| 104 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any gas/oil wells on the property or adjacent property? |
| 105 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the present use of the property a non-conforming use? |
| 106 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| 107 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there any existing or threatened legal or regulatory action affecting this property? |
| 108 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any current special assessments or do you have knowledge of any future assessments? |
| 109 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any proposed or pending zoning changes on this or adjacent property? |
| 110 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| 111 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any diseased or dead trees or shrubs? |
| 112 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| 113 | | | |
| 114 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below. |
| 115 | | | |
| 116 | | | |
| 117 | | | |

Comments: _____

Seller Owns:

- | | | | |
|-----|-------------------------------------|-------------------------------------|--|
| 118 | | | |
| 119 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mineral Rights: |
| 120 | | | <u>100%</u> % pass with the land to the Buyer <u>0</u> % remain with the Seller |
| 121 | | | <u>0</u> % are owned by third party <u>X</u> unknown |
| 122 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any oil, gas, or wind leases of record or Other? Please explain: _____ |
| 123 | | | |

Crops planted at the time of sale:

- | | | | |
|-----|-------------------------------------|--------------------------|--|
| 124 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 125 | | | <u>1/3</u> pass with the land to the Buyer <u>0</u> remain with the Seller |
| 126 | | | <u>0</u> none <u>0</u> negotiable |
| 127 | | | <u>0</u> Other (please describe): <u>1/3 cropshare, all crops split between owner and tenant farmer.</u> |
| 128 | | | tenant farmer, all crops split between owner and tenant farmer. |

Tenant's rights apply to the subject property with lease or shares as follows:

- | | | | |
|-----|--|--|--|
| 129 | | | |
| 130 | | | <u>Tenant owns 2/3 of crops and oversight/operation thereof.</u> |
| 131 | | | |

Water Rights:

- | | | | |
|-----|--|--|--|
| 132 | | | |
| 133 | | | <u>✓</u> pass with the land to the Buyer - Permit # <u>0</u> |
| 134 | | | remain with the Seller - Permit # _____ |
| 135 | | | have been terminated |

Comments: What Seller owns passes to buyer "as-is", including well + windmill + pond + river.

Seller's Initials

PD

Buyer's Initials

SELLER'S ACKNOWLEDGMENT

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

144 _____
145 Seller Date Seller Date

OR

146 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.
147 I have not occupied this property in 2 years and am not familiar with all conditions represented in this form.

148 Paul Dickerson Jr May 18, 2020
149 Seller Date Seller Date

150 BUYER'S ACKNOWLEDGMENT AND AGREEMENT

151 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.
152 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of
153 any kind by the Seller or any REALTOR® concerning the condition or value of the property.

154 2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been
155 advised to have the property examined by professional inspectors.

156 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical
157 defects in the property. I state that no important representations concerning the condition of the property are being relied
158 upon by me except as disclosed above or as fully set forth as follows: _____
159 _____

160 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
161 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire
162 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)
163 at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

164 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base
165 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise
166 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information
167 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I
168 may find information by contacting the Metropolitan Area Planning Department.

169 _____
170 Buyer Date Buyer Date

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Rev. 7/18 Seller's Initials _____ Buyer's Initials _____



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
116 E. Harvey, P.O. Box 548
Wellington, KS 67152
Phone: (620) 326-7460
Fax: (620) 326-2357

Contact: **James Leftwich**
Email: **jleftwich@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822
Email: **sfrost@mccurdyauction.com;**
joxborrow@mccurdyauction.com

Report No: **2375185**

Report Effective Date: **June 1, 2020, at 7:30 a.m.**

Property Address: **00000 N. Perth Rd., Clearwater, KS 67026**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Paul Joseph Dickens Jr.

2. The Land referred to in this Report is described as follows:

Northwest Quarter of Section 1, Township 30 South, Range 2 West of the 6th P.M., Sumner County, Kansas, EXCEPT a tract of land in the Northwest Quarter of Section 1, Township 30 South, Range 2 West of the 6th P.M., Sumner County, Kansas described as follows: Beginning at the Northwest corner of said Northwest Quarter thence South a distance of 484 feet; thence East a distance of 900 feet; thence North a distance of 484 feet; thence West a distance of 900 feet to the point of beginning.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 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



Security 1st Title

Any questions regarding this report should be directed to: **James Leftwich**
Phone: **620-326-7460**, Email: **jleftwich@security1st.com**
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. **File a Warranty Deed from Paul Joseph Dickens Jr., stating marital status and joined by spouse, if any, to a bona fide purchaser.**
6. **Provide this Company with a properly completed and executed Owner's Affidavit.**
7. **Recording Fees and Information for Kansas Counties:**

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

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

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

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

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



Security 1st Title

Any questions regarding this report should be directed to: **James Leftwich**
Phone: **620-326-7460**, Email: **jleftwich@security1st.com**

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2020**, and thereafter.
 8. **General taxes and special assessments for the year 2019 in the amount of \$1,372.58, PAID.**
Property ID #IT0004
 9. **Roadway easement, if any, over the West of subject property.**
 10. **Terms and provisions of the executed between Michael R. Doherty Trust dated 05/27/2010, lessor, and Chesapeake Exploration, LLC, lessee, filed May 7, 2012, recorded in/on Book 879, Page 234, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to



Security 1st Title

Any questions regarding this report should be directed to: **James Leftwich**

Phone: **620-326-7460**, Email: **jleftwich@security1st.com**

renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 11. Terms and provisions of the oil and gas leases executed between John A. Doherty Trust, dated 07/22/2011, lessor, and Chesapeake Exploration, LLC, lessee, filed May 7, 2012, recorded in/on Book 879, Page 239, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 12. Rights of parties in possession under unrecorded leases.**
- 13. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**

Dated: **June 1, 2020**, at **7:30 a.m.**

SECURITY 1ST TITLE

By *Sheryl Diane Williams*
LICENSED ABSTRACTER

Property Detail Information

LGIS



THOMSON REUTERS

SUMNER COUNTY KANSAS

Generated: 5/15/2020 12:40:03 PM

Report for Parcel No. 096-041-01-0-00-00-002.00-0 (Quick Ref. ID R3085)

Property Physical (Situs) Address		Tract (Legal) Description	
00000 N PERTH RD, Clearwater, KS 67026		S01, T30, R02W, ACRES 146.4, NW4 LESS BEG NW COR TH E900', S484', W875', NLY370' ALG E ROW CO RD N130' TO POB & LESS ROW	
Owner(s)			
DICKENS, PAUL JOSEPH, JR - (P)			
Owner Mailing Address			
110359 NE 140TH AVE TURON, KS 67583			
Property Factors			
Topography	Level - 1		
Utilities	None - 8		
Access	Dirt Road - 3		
Fronting	Residential Street - 4		
Location	Neighborhood or Spot - 6		
Parking Type	On and Off Street - 3		
Parking Quantity	Adequate - 2		
Parking Proximity	On Site - 3		
Covered Parking	Not Available		
Uncovered Parking	Not Available		

AuthenticSign
Paul Dickens Jr
5/19/2020 10:17:48 AM CDT

Property Detail Information

LGIS v5

THOMSON REUTERS

SUMNER COUNTY KANSAS

Generated: 5/15/2020 12:40:04 PM

Land-Based Classification	
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
General Property Information	
Property Class	Agricultural Use - A
Living Units	Not Available
Zoning	Not Available
Neighborhood	604
Tax Unit Group	055

Appraisal Information

Tax Year 2020

Class	Land	Building	Total
A	28,820	0	28,820

Tax Year 2019

Class	Land	Building	Total
A	29,060	0	29,060

Deed Information

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1027	0556/0558	0861	0244	0858	0142	0278	0466

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5/19/2020 10:17:48 AM CDT

Property Detail Information

LGIS



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SUMNER COUNTY KANSAS

Generated: 5/15/2020 12:40:04 PM

Agriculture Land Summary

Dry Land Acres	Irrigated Acres	Native Acres	Tame Acres	Total Acres	Total Ag Use	Ag Market Value
118.80	0.00	24.10	3.50	146.40	28,820	301,920

Agriculture Land Detail

Ag Type	Ag Acres	Soil Unit	Irr. Type	Well Depth	Acre Feet	Acre Ft./Ac.	Adj. Code	Gov't Prog.	Base Rate	Adj. Rate	Ag Value
Dry Land - DR	0.30	6060				0			10	10	10
Dry Land - DR	3.90	5977				0			258	258	1,010
Dry Land - DR	9.10	3908				0			63	63	570
Dry Land - DR	16.80	6371				0			204	204	3,430
Dry Land - DR	36.90	6369				0			269	269	9,930
Dry Land - DR	51.80	6321				0			242	242	12,540
Native Grass - NG	0.70	6246				0			96	96	70
Native Grass - NG	0.80	6371				0			46	46	40
Native Grass - NG	0.90	6321				0			46	46	40
Native Grass - NG	2.90	3909				0			37	37	110
Native Grass - NG	3.30	9999				0			10	10	30
Native Grass - NG	4.00	6060				0			71	71	280
Native Grass - NG	11.50	6369				0			46	46	530
Tame Grass - TG	0.60	6369				0			69	69	40
Tame Grass - TG	1.40	6321				0			69	69	100
Tame Grass - TG	1.50	3908				0			57	57	90

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Property Detail Information

SUMNER COUNTY KANSAS



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WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: _____

DOES THE PROPERTY HAVE A WELL? YES PD NO _____

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

Location of Well: Windmill near Pond.

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO PD

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentication
Paul Dickens Jr
5/19/2020 10:17:28 AM CDT
Owner _____

05/19/2020

Date _____

Owner _____

Date _____



Security 1st Title

File #:

Property Address:

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **DO NOT FORWARD** wire instructions to any other parties.
- **ALWAYS VERIFY WIRE INSTRUCTIONS**, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.
- **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer _____

Paul Dickens Jr

Seller _____
Sent: 10/20 10:17:32 AM CDT

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

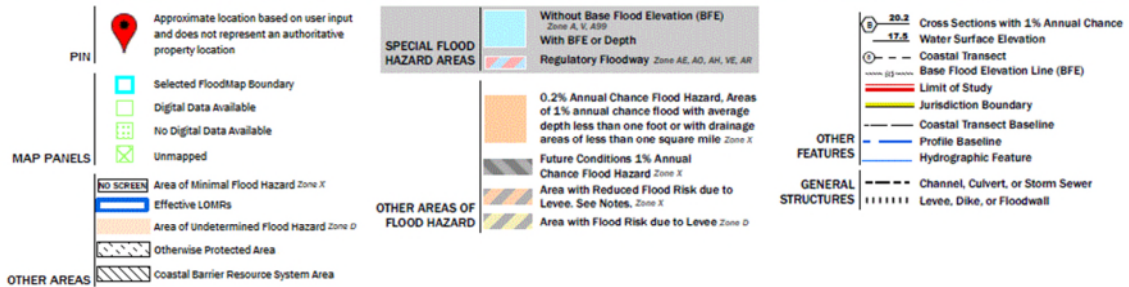
00000 N. Perth Rd, Clearwater, KS 67026

Zoning- Agricultural



00000 N. Perth Rd, Clearwater, KS 67026

Flood Map



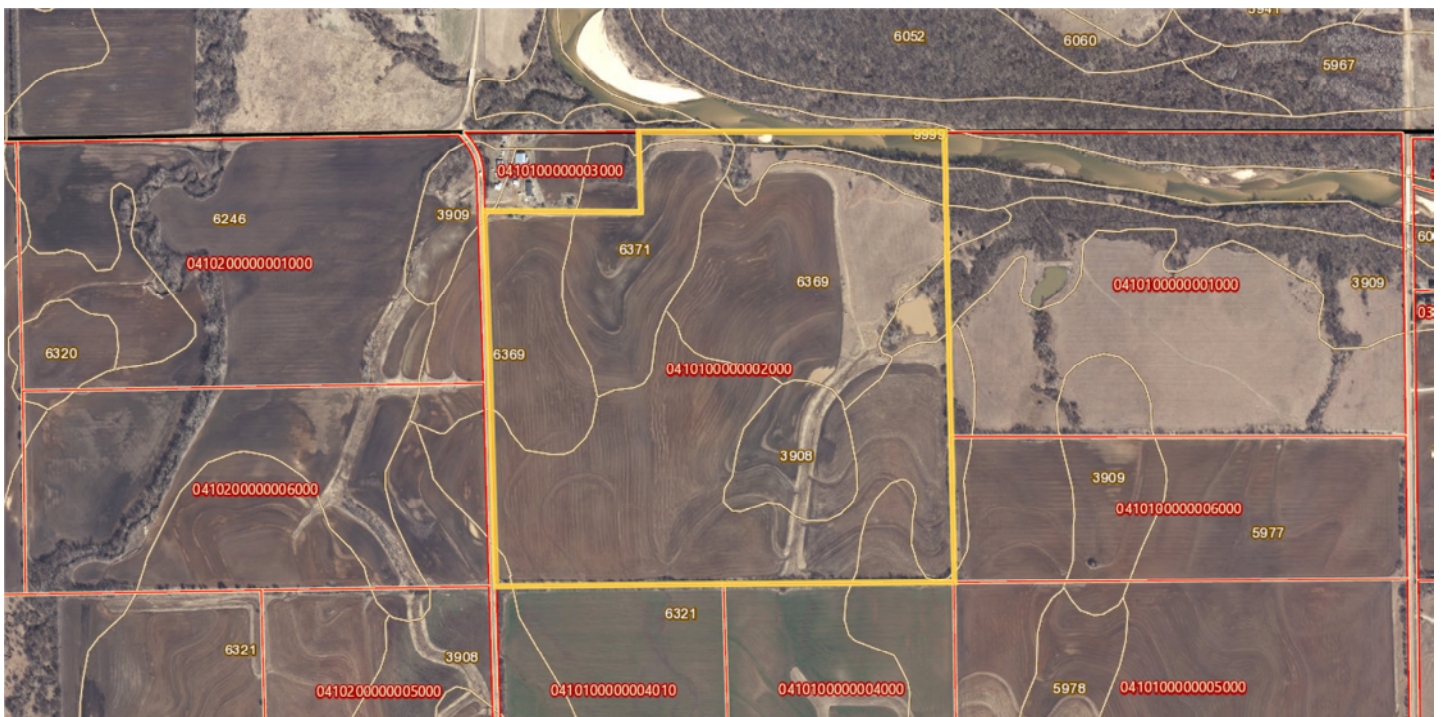
00000 N. Perth Rd, Clearwater, KS 67026

Aerial



00000 N. Perth Rd, Clearwater, KS 67026

Soil Map



GUIDE TO CLOSING COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee (*Except VA*)
- Real Estate Commission
- Notary Fees (*If Applicable*)
- Any Loan Fees Required by Buyer's Lender (*According to Contract*)
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Termite Treatment (*According to Contract*)
- Home Warranty (*According to Contract*)
- Any Judgments, Tax Liens, Etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Any Bonds or Assessments (*According to Contract*)
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee (*Except VA*)
- Lender's Title Policy Premiums
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges For All Documents in Buyer's Name
- Termite Inspection (*According to Contract*)
- Homeowner's Association Transfer Fee and Deposit (*If Applicable*)
- All New Loan Charges (*Except Those That the Lender Requires the Seller to Pay*)
- Interest on New Loan From Date of Funding to 30 Days Prior to First Payment Date
- Home Warranty (*According to Contract*)
- Homeowner's Insurance Premium for First Year
- All Pre-Paid Deposits for Taxes, Insurance, MIP, Etc.

