



SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated:
December 2014

SELLER: JC Brown & Mary L Brown Living Trust

DATE: July 20, 2020

PROPERTY ADDRESS: 0000 E 1900 Rd (north tract), Baldwin City, Ks 66006

LEGAL DESCRIPTION: To be determined by Survey/title work

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanation lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

JCB
SELLER'S INITIALS

MLB
SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

A. BUYER has an obligation under this Statement to:

- (1) Review this Statement and any attachments carefully;
- (2) Verify all the important information about the condition of the Property contained in this Statement;
- (3) Ask the SELLER about any incomplete or inadequate responses;
- (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
- (5) Review all other applicable documents concerning the Property;
- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEE SHARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.



BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate date that SELLER acquired the Property: 1955
2. What is the current zoning of the Property? Agriculture

Part 4. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? Public Water Private Water Well Cistern Other None
2. If the water source is a Well, please state: Type _____ Depth _____
Diameter _____ Age _____
3. If the water source is a Well, has the water originating from the well ever been tested? Yes No
If Yes, please provide the results of such tests in separate documentation.
4. Does the Property have any sewage facilities on or connected to it? Yes No
If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pump Cesspool
5. If there are sewage facilities on or connected to the Property, when were they last serviced? _____
6. Are you aware of any problems relating to the water systems or sewage facilities on the Property? Yes No
If Yes, please explain: _____

7. Additional Comments: _____

Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:

- 1. Is there electrical service connected to the Property? Yes No
- 2. If there is electrical service connected to the Property, is there a meter? Yes No
- 3. If there is no electrical service connected to the Property, what is the distance to the electrical service? on the road Yes No
- 4. Is natural gas connected to the Property? Yes No
- 5. If there is no natural gas connected to the Property, what is the distance to the nearest source? N/A Yes No
- 6. Is there a natural gas well on the Property? Yes No
- 7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant? Yes No
- 8. Are you aware of any additional costs to hook up utilities to the Property? Yes No

If Yes, please explain: _____

9. Additional Comments: _____

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

- 1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? Yes No
- 2. Are you aware of any drainage or flood problems on the Property or adjacent properties? Yes No
- 3. Have any neighbors complained that the Property causes drainage problems? Yes No
- 4. Has the Property had a stake survey?
If Yes, please attach a copy of the stake survey. Yes No
- 5. Are the boundaries of the Property marked in any way? Yes No
- 6. Do you have an Improvement Location Certificate (ILC) for the Property?
If Yes, please attach a copy of the Improvement Location Certification (ILC). Yes No
- 7. Is there fencing on the Property?
If Yes, does the fencing belong to the Property? Yes No
- 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? Yes No
- 9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?
If Yes, is the Property owner responsible for the maintenance of any such shared features? Yes No
- 10. Are you aware 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 vicinity of the Property? Yes No
- 11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season? Yes No
- 12. Has the Property received any notice for non-compliance with the noxious weed law? Yes No
- 13. Is there currently a lien on the Property due to actions taken under the noxious weed law? Yes No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here: _____

livestock fence

15. Additional Comments: _____

Part 7. HAZARDOUS CONDITIONS:

- 1. Are you aware of any underground storage tanks on or near this Property? Yes No
- 2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)? Yes No
- 3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? If Yes, please attach a copy of the environmental reports. Yes No
- 4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? Yes No
- 5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? Yes No
- 6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? Yes No
- 7. Are you aware of any other environmental conditions on the Property? Yes No
- 8. Have any other environmental inspections or tests been conducted on the Property? Yes No
- 9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here: _____

10. Additional Comments: _____

Part 8. OTHER MATTERS:

Are you aware of:

- 1. Any violation of zoning, setbacks or restrictions or of a non-conforming use? Yes No
- 2. Any violation of laws or regulations affecting the Property? Yes No
- 3. Any existing or threatened legal action pertaining to the Property? Yes No
- 4. Any litigation or settlement pertaining to the Property? Yes No
- 5. Any current or future special assessment pertaining to the Property? Yes No
- 6. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes No
- 7. Any other condition that may prevent you from completing the sale of the Property? Yes No
- 8. Any burial grounds on the Property? Yes No
- 9. Any leases on the Property? Yes No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

See attached

10. Any easements or leases on the Property regarding wind energy?
If Yes, please attach a copy of the easement or lease agreement. Yes No
11. Any public authority contemplating condemnation proceedings? Yes No
12. Any government rule limiting the future use of the Property other than existing zoning regulations? Yes No
13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? Yes No
14. Has the Property been entered into, enrolled or placed into any government farm or conservation program? Yes No
15. Any interest in all or part of the Property that has been reserved by the previous owner or government action? Yes No
16. Any unrecorded interests affecting the Property? Yes No
17. Anything that would interfere in passing clear title to the BUYER? Yes No
18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here: _____

19. Additional Comments: _____

Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:

SELLER owns:

1. Mineral rights? Yes No Portion of Rights
2. Crops? Yes No Portion of Rights
3. Conservation Reserve Program (CRP) payments? Yes No Portion of Rights
4. Water rights? Yes No Portion of Rights
5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here:

1/8 see attached -> oil

Crops 100% stays with seller 2020 Crop year

6. Additional Comments: _____

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- BUYER acknowledges that BUYER has received, read and understood a signed copy of the SELLER'S Agricultural Land Property Disclosure Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.

B W

OIL AND GAS LEASE

Order No. 09-132



Commence
AGREEMENT, Made and entered into this 25th day of April, 1984
by and between J.C. Brown & Marry Lou Brown

Party of the first part, hereinafter called lessor (whether one or more) and
Kansas Land Investments, Inc. Part Y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Twelve Hundred Eighty DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Douglas State of Kansas, described as follows, to-wit:
W 1/2 of SE 1/4 and N 1/2 of E 1/2 of SE 1/4 and S 1/2 of E 1/2 of SW 1/4 of Section 14, Twp. 14, Range 20

of Section 14 Township 14 Range 20 and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of Three(3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.
In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for all gas used off the premises, said payments to be made to lessors and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.
3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas used, for the time during which such gas shall be used, said payments to be made to lessors

If no well be commenced on said land on or before the 25th day of April, 1984, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The First National Bank at Lawrence, Kansas or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eight Hundred DOLLARS, which shall operate as a rental and cover the privilege of deferring

the commencement of a well for Twelve(12) months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.
Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.
If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.
When requested by lessor, lessee shall bury his pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.
Lessee shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.
This express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Whereof witness our hands as of the day and year first above written.
Witness to the mark:
J.C. Brown (SEAL)
Marry Lou Brown (SEAL)
BK-362 pg 436 (SEAL)