#### **CONSERVATION PROGRAM CONTRACT**

Participant:	Program and Contract Number:
SARA WILLIMON	CSP-GCI 2018 8562152001K
County and State:	Subaccount:
SEWARD County, KS	CSP-GCI
Watershed: Town of Arkalon-Cimarron River	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2024

- 1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
- 2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
- 3. The participant(s) agree:
  - A) to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS:
  - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
  - C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

#### 4. CONTRACT PARTICIPANTS

Name, Address	s, Telephone	SSN or TAX ID if applicable
SARA WILLIM	ON	*****1496
17398 ROAD (		
KISMET, KS	67859	
(620) 563-7824	1	
Signature		Payment Shares
	SARA WILLIMON	100.00%
Date	1/22/2020	
Signature requ	ired for modifications ✓ Yes □ No	Signature acceptable for payments ✓ Yes □ No

#### 5. CONTRACT OBLIGATIONS

2020	2021	2022	2023	2024			Total
\$774	\$7741	\$7741	\$774¹	\$7741			\$3,870
							\$3,870

<sup>&</sup>lt;sup>1</sup>Based on availability of funding.

#### **CONSERVATION PROGRAM CONTRACT**

Participant:	Program and Contract Number:
SARA WILLIMON	CSP-GCI 2018 8562152001K
County and State:	Subaccount:
SEWARD County, KS	CSP-GCI
Watershed: Town of Arkalon-Cimarron River	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2024

- 1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
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- 3. The participant(s) agree:
  - A) to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS:
  - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
  - C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

#### 4. CONTRACT PARTICIPANTS

SARA WIL 17398 ROA	AD O KS 67859	bhone				<b>SSN or TAX I</b> E *****1496	) if applica	ble		
Signature Date	i Oka W	) ulen	non 1	-22-2		Payment Shar 100.00%	es			
Signature i			ons ✓ Ye			Signature acc	eptable for	payments	✓ Yes □	No.
5. <b>CO</b>	TRACT C	BLIGATIO	NS			,				
2020	2021	2022	2023	2024						Total
\$774	\$7741	\$7741	\$7741	\$7741						\$3,870
	PIST SIX				THE WAY					\$3,870

<sup>1</sup>Based on availability of funding.

Participant:

NRCS-CPA-1202 03/2019

#### **CONSERVATION PROGRAM CONTRACT**

Program and Contract Number:

SAR	AWILLIMON	CSP-GCI 2018 8562152001K
6.	NRCS APPROVING OFFICIALS	
Appli	ication Approval	Contract Obligation
	ROBERT WIMER	
USI	DA electronic signature; manual signature not required.	
		Date:
Date:	12/23/2019	

#### **PRIVACY ACT STATEMENT**

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

#### **NON-DISCRIMINATION STATEMENT**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

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Natural Resources Conservation Service (NRCS)

APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

#### **General Contract Provisions**

#### 1. **DEFINITIONS**

The following definitions are applicable to the Conservation Program Contract (CPC) entered into under the program identified in the program-specific section of this appendix. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the applicable program.

- Contract or CPC.—The program documents, including Form NRCS-CPA-1202,
  "Conservation Program Contract"; the Appendix to Form NRCS-CPA-1202; Form NRCS-CPA-1155, "Conservation Plan or Schedule of Operations"; Form NRCS-CPA-1156,
  "Revision of Plan/Schedule of Operations or Modification of Contract"; and Form NRCS-CPA-152, "CPC Transfer Agreement." The contract sets forth the terms and conditions for program participation for the programs identified in this Appendix.
- 2. The Natural Resources Conservation Service (NRCS).—An agency of the U.S. Department of Agriculture (USDA). NRCS is administering this contract on behalf of the Commodity Credit Corporation (CCC). Therefore, where this contract refers to "CCC," NRCS may act on its behalf for the purposes of administering this contract.
- 3. Participant.—A person, legal entity, joint operation, Indian Tribe that is a producer, or other eligible party who has applied for participation in the program, has been selected as eligible for participation, and who has entered into this contract as responsible for implementing its terms and conditions. Any participant that will receive any share of a payment made for the implementation of this contract must be a signatory on the contract and eligible for such payment. Any participant on the contract may approve payment applications for the contract unless signatory is specifically not granted or assigned on the contract Forms NRCS-CPA-1202 or NRCS-CPA-152.

#### 2. ELIGIBILITY REQUIREMENTS

- A. The participant must, upon request, provide evidence to NRCS demonstrating that such participant controls the land during the contract period. By signing this contract, the participant certifies that such participant will control the land subject to the contract for the contract period.
- B. Land otherwise eligible for the applicable program shall not be eligible, except as agreed otherwise, in writing, by NRCS, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the program. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to the subject land.
- C. The participant shall not be eligible for payments for implementation of conservation practices or activities that the participant is required to implement to address noncompliance with 7 CFR Part 12. Contract payment will not be delayed for conservation practices or activities completed while in noncompliance with 7 CFR Part 12 or for the purpose of circumventing the payment eligibility requirements set forth in 7 CFR Part 12.

January 2020

Natural Resources Conservation Service (NRCS)

#### APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

#### 3. AGREEMENT

- A. The participant agrees to—
  - 1. Enroll eligible land into the program for the period of time as specified on Form NRCS-CPA-1202 beginning on the date this contract is executed by NRCS;
  - 2. Comply with the terms and conditions of this contract;
  - 3. Establish, maintain, and replace, as specified in this contract, the conservation practices or activities agreed to in Form NRCS-CPA-1155 and, if applicable, Form NRCS-CPA-1156, including completion of a conservation practice or activity within the first 12 months of the contract. NRCS may extend the timeframe for completion if NRCS determines that the participant is unable to complete the conservation practice or activity for reasons beyond their control;
  - 4. Obtain the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices or activities in accordance with applicable laws and regulations;
  - Discontinue implementation and notify NRCS immediately if during the construction of any conservation practice or activity a previously unknown, unexpected, or unidentified endangered species, archeological, cultural, or historical site is encountered or the prescribed conditions for mitigation purposes have changed;
  - 6. Not undertake any action on land under the participant's control which tends to defeat the purposes of this contract, as determined by NRCS;
  - 7. Not start any financially assisted conservation practice or activity before this contract is executed by NRCS, unless NRCS approves a waiver;
  - 8. Complete and file Form CCC-901, "Member's Information," or its equivalent, if the participant represents a business classified as a legal entity or joint operation by the USDA under 7 CFR Part 1400 and maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400;
  - 9. File forms required by NRCS for applicable payment limitation determinations.
  - 10. File forms required by NRCS for adjusted gross income (AGI) determinations;
  - 11. Provide to NRCS, upon request, written concurrence from the landowner that identifies the participant has authority to install structural or vegetative conservation practices or activities;
  - 12. File Form NRCS-CPA-1245, "Practice Approval and Payment Application," or similar NRCS-approved form, upon completion of a contracted conservation practice or activity, in order to receive payment;
  - 13. Retain all records, including receipts, as proof of completion and payments, and other documents related to this contract for a period of three (3) full years after completion of the terms of this contract, and give to the NRCS, the USDA Office of Inspector General and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract; and

Natural Resources Conservation Service (NRCS)

#### APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

- 14. Allow access to the land under contract to the NRCS, or its representative, for monitoring progress on this contract. NRCS shall provide reasonable notification to the participant prior to entering the land under contract.
- B. NRCS agrees, subject to the availability of funds, to—
  - 1. Approve payment to the participant for completing an eligible conservation practice or activity as scheduled in Forms NRCS-CPA-1155 or NRCS-CPA-1156, if applicable, as described herein.
  - 2. Approve payments based on the actual extent of the conservation practice or activity implemented. NRCS will approve payments based on the payment rate agreed to in Forms NRCS-CPA-1155 or NRCS-CPA-1156. NRCS will only approve payments for conservation practices or activities the participant completes within the contract period of performance and that meet or exceed the requirements described in the NRCS standards and specifications, designs, job sheets or guide sheets;
  - 3. Approve payments submitted on Form NRCS-CPA-1245, or similar NRCS-approved form, based upon the shares to which the parties have agreed as set forth on Form NRCS-CPA-1202.

#### 4. PERIOD OF PERFORMANCE

This contract is effective when signed by the participant and executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the contract as indicated on the Forms NRCS-CPA-1202 or NRCS-CPA-152 and shall not exceed the maximum length authorized for the program. All required participants must sign this contract within the timeframe established by NRCS. In the event that a statute is enacted during the period of this contract which would materially change the terms and conditions of this contract, the NRCS may require the participant to either modify this contract consistent with the provisions of such statute or agree to contract termination.

#### 5. CONTRACT CORRECTION, MODIFICATION, AND TRANSFER

- A. Contract Correction—NRCS reserves the right to correct all errors in entering data or the results of computations in this contract. If the participant does not agree to such corrections, NRCS shall terminate the contract.
- B. Contract Modification.—NRCS and the participant may agree to modify this contract upon determination and approval of NRCS that the modification is consistent with the purposes of the program and is in the public interest. Any participant on the contract may approve modifications for the contract on behalf of all participants unless such signature authority is specifically denied on Form NRCS-CPA-1202.
- C. Contract Transfer.
  - The participant must provide written notice to NRCS within 60 days of any voluntary or
    involuntary loss of control of any acreage under the contract, including changes in a
    participant's ownership structure or corporate form. NRCS will terminate the contract, if
    timely notice is not provided, if an eligible producer is not identified in the notice, or if
    the new producer is not approved by NRCS to accept the terms and conditions of the
    contract.

January 2020

Natural Resources Conservation Service (NRCS)

#### APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

- 2. NRCS may approve a transfer of the contract if the new producer meets the program eligibility requirements within a reasonable time frame as determined by NRCS, the new producer agrees to assume the rights and responsibilities for the acreage under the contract, and NRCS determines that the purposes of the program will continue to be met.
- 3. Until NRCS approves the transfer of contract rights, a new producer is not a participant and may not receive payment for conservation practices or activities commenced prior to approval of the contract transfer.

#### 6. CONTRACT VIOLATION AND TERMINATION

- A. If a participant fails to carry out the terms and conditions of this contract NRCS may terminate this contract. NRCS may require the participant to refund payments received under this contract, or if not terminated, require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by NRCS.
- B. The NRCS may terminate this contract, in whole or in part, without liability, if NRCS determines that continued operation of this contract will result in the violation of a statute or regulation, or if NRCS determines that termination would be in the public interest.
- C. NRCS and the participant may agree to terminate this contract if NRCS determines that the termination is in the public interest.
- D. NRCS may determine that a participant is not in violation of the contract for failure to comply with the contract if the circumstances for failing to comply were beyond the control of the participant, including a disaster or related condition, as determined by the NRCS.
- E. The contract terminates upon death of the participant unless the estate or other successor of the deceased participant, as determined by NRCS, assumes responsibility for the contract and meets applicable eligibility requirements. NRCS may transfer the contract to the estate or deceased participant successor by completing Form NRCS-CPA-152. The transfer agreement is not in effect until approved by NRCS. Payment will be in accordance with guidance provided in applicable provisions of 7 CFR Parts 707 and 1400 as determined by NRCS.

#### 7. PAYMENT COLLECTION AND RECOVERY OF COST

- A. Collection of amounts due from a participant for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify the participant and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.
- B. In the event a participant violates the terms of this contract, the participant voluntarily terminates this contract before any contractual payments have been made, or this contract is terminated with cause by NRCS, NRCS will incur substantial costs in administering this contract which may not be possible to quantify with certainty. The participant agrees to pay, at the time of termination, liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the participant in this contract. The liquidated damage payment is for recovery of administrative costs and technical services, and is not a penalty.

Natural Resources Conservation Service (NRCS)

APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

# 8. OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES OR ACTIVITIES (O&M AGREEMENT)

The participant agrees to operate and maintain (O&M) all conservation practices or activities included within this contract. The participant's O&M responsibilities begin when they complete the conservation practice or activity, as determined by NRCS, and shall continue through the end of the practice or activity lifespan. Failure to carry out O&M may result in NRCS terminating this contract.

#### 9. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved for the current year if NRCS determines that any of the following conditions exist:

- 1. The landlord or operator has not given the tenants that have an interest in the agricultural operation covered by the contract, or that have a lease that runs through the contract term at the time of sign-up, an opportunity to participate in the benefits of the program.
- 2. The landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded and no further payments shall be made.

#### 10. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all conservation program contracts. The provisions of this paragraph of the Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

#### 11. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

- A. The participant may appeal an adverse decision under this contract in accordance with the appeal procedures set forth at 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments shall be made under this contract. Before a participant seeks judicial review, the participant must exhaust all appeal rights granted within these regulations.
- B. The participant may also request equitable relief as provided under 7 U.S.C. 7996 and 7 CFR Part 635.

#### 12. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this contract, the participant certifies that the participant will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that the participant knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free

Natural Resources Conservation Service (NRCS)

APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

Workplace Act, NRCS, in addition to any other remedies available to NRCS under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

# Conservation Stewardship Program – Grassland Conservation Initiative (CSP-GCI) Provisions

#### 1. GENERAL TERMS

- A. The regulations in 7 CFR Part 1470 and any other applicable regulations are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B. In addition to the documents identified in the general provisions, the contract also incorporates the following documents, to which the participant is bound:
  - Conservation Stewardship Plan (GCI plan) and plan maps
- C. The participant may make a one-time election to enroll all or a portion of the participant's eligible acres into a CSP-GCI contract.

#### 2. PROGRAM ELIGIBILITY REQUIREMENTS

- A. Participants must be the operator, owner, or other tenant of an agricultural operation in the Farm Service Agency (FSA) farm records management system and have effective control of the land for the CSP-GCI contract period.
- B. Participants must demonstrate to the satisfaction of NRCS that they share in the risk of producing a crop; share in the crop available for marketing from the farm; and participate in the daily management, administration, and performance of the operation for the land included in the CSP-GCI contract.
- C. Participants must be in compliance with the highly erodible land and wetland conservation provisions found in 7 CFR Part 12.
- D. Participants must comply with adjusted gross income provisions found at 7 CFR Part 1400.
- E. Participants must supply information, as required by NRCS, to determine eligibility for CSP-GCI.
- F. Eligible land enrolled in the CSP-GCI means cropland for which base acres have been maintained by the Secretary of Agriculture under section 1112(d)(3) of the Agricultural Act of 2014.
- G. The participant shall not be eligible for contract payments for the following:
  - 1. Any conservation practices or activities other than the NRCS-approved GCI activity.
  - 2. Any payments for the design, construction, or maintenance of animal waste storage or treatment facilities or associated waste transport devices for animal feeding operations.

Natural Resources Conservation Service (NRCS)

APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

#### 3. AGREEMENT

- A. The participant agrees to manage and maintain land enrolled in the CSP-GCI contract to maintain grassland conservation benefits as documented in the GCI plan and hereby incorporated as part of the CSP-GCI contract.
- B. Notify NRCS within 30 days of any CSP-GCI contract acres accepted for enrollment in the Conservation Reserve Program, into a Wetland Reserve Easement through the Agricultural Conservation Easement Program, or into another Federal or State program that offers greater natural resource protection, as determined by NRCS. NRCS must remove these acres from the CSP-GCI contract. Participants will not be subject to liquidated damages or refund of payments received for enrolling land in these programs. However, NRCS will evaluate whether the removal of these acres allows the participant to continue to meet the CSP-GCI requirements or if this action warrants termination of the CSP-GCI contract.
- C. The participant may request to terminate the CSP-GCI contract at any time without refund of payments received.
- D. The participant cannot renew a CSP-GCI contract.
- E. Land enrolled in a CSP-GCI contract is considered planted to a covered commodity during each crop year covered by the CSP-GCI contract.
- F. The participant may enroll eligible land not enrolled under a CSP-GCI contract in a CSP classic contract, but a participant may not have the same land enrolled in more than one CSP contract at the same time.
- G. The participant shall not request to terminate an active CSP classic contract, nor will NRCS approve such a request, so that the participant can enroll in the CSP-GCI.

#### 4. PAYMENT

- A. Subject to the availability of funds, NRCS will make CSP-GCI contract payments at the rate of \$18 per acre not to exceed the eligible base acres enrolled in the contract.
- B. The participant is not subject to payment limitations or contract limits for the CSP-GCI contract.

#### 5. PERIOD OF PERFORMANCE

This CSP-GCI contract shall have a term not to exceed 5 years from the date of contract execution as indicated on the NRCS-CPA-1202.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by participants by signing this Appendix may subject the participants to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this Appendix.

- Jana Williams	Date_ 1- 22- 2020
	Date

Natural Resources Conservation Service (NRCS)

#### APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

_Date
_Date
_Date

NOTE: This information collection is exempted from the Paperwork Reduction Act. The provisions of appropriate criminal and civil fraud, privacy and confidentiality, and other statutes may be applicable to the information provided.

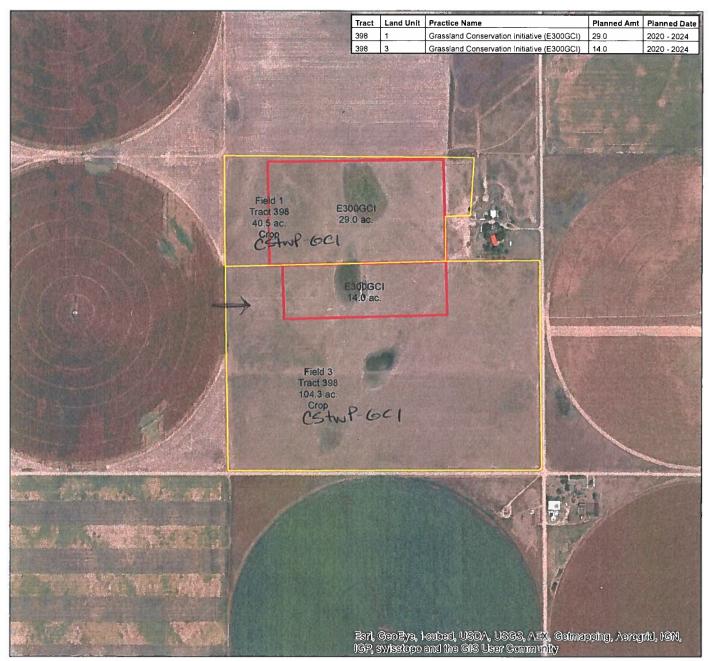
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#### Date: 3/25/2020

#### Conservation Plan Map

Client(s): SARA WILLIMON Location: SE29-32-32 Seward County, Kansas Approximate Acres: 144.80 Assisted By: LESLIE SPIKES USDA LIBERAL SERVICE CENTER SEWARD COUNTY CD

Land Units: Tract 398, Fields 1,3



Prepared with assistance from USDA-Natural Resources Conservation Service



752

Practice Schedule PLUs

Conservation Practice Polygons

<all other values>



US DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	CONSERVATION PLAN OR SCHEDULE	SCHEDULE OF OPERATIONS		NRCS-CPA-1155 03/2019
PARTICIPANT SARA WILLIMON	COUNTY AND STATE SEWARD County, KS	PROGRAM AND CONTRACT NUMBER CSP-GCI 2018 8562152001K	SUBACCOUNT CSP-GCI	COUNT
Farm:423 Tract(s):398.	LAND UNITS OR LEGAL DESCRIPTION	WATERSHED Town of Arkalon-Cimarron River	ACRES 43	EXPIRATION DATE
				12/31/2024

Contrac	Contract Items 1: Grassland Conservation Initiative(E300GCI)				Practice Lifespan: 1 year	Lifespa	ո։ 1 yea				Statu	Status: Planned 2020
This init	This initiative will assist producers in protecting grazing uses, conserving and improving soil, water, wildlife resources, and achiev grassland conservation contracts.	ng and improvi	ng soil, water	r, wildlife resoul	ces, and	achievir	ng related	conser	ation va	lues by	ving related conservation values by conserving eligible land through	nd through
Fields: Tract: 3:	Fields: Tract: 398 Fields: 1, 3;											
					COMPLETION	ETION	CHEDU	LE AND	ESTIMA	TED CC	SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR	MENT BY YEAR
Contract	Planned Conservation Treatment	Planned	Unit Cost	Cost Share	2020	2021	2022	2023	2024			
Item		Amount		Rate/Method	49	↔	↔	€9	€9			
_	Grassland Conservation Initiative(E300GCI)	43 Ac			774	cert,	5 pay	300				
i a	Grassland Conservation Initiative Activity	43 Ac \$	43 Ac \$18.0000/ Ac	PR¹	774	774 9/28	8/20 0	4				
Notes:	Notes: 'Payment rates define the unit cost rate of compensation to be received by the participant.	received by th	ie participant			1						

						1000	101	1	100	100			
	Item		Amount		Rate/Method	69	↔	↔	↔	↔			
	_	Grassland Conservation Initiative(E300GCI)	43 Ac			774	cert,	Led 4	BAC				
	1a	Grassland Conservation Initiative Activity	43 Ac \$	43 Ac \$18.0000/ Ac	PR1	774	9/28	20 6	4				
	Notes:	Notes: 1Payment rates define the unit cost rate of compensation to be received by the participant.	e received by t	he participant.									
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contract items 2: Grassland Conservation Initiative(E300GCI)
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Planned 2021

grassland conservation contracts.

Fields: Tract: 398 Fields: 1, 3;

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	69	s	€9	49	69	Rate/Method		Amount		Item
	2024	2023	2022	2021	2020 202	Unit Cost Cost Share	Unit Cost	Planned	Planned Conservation Treatment	Contract
N SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR	STIMATED CO	LE AND E	SCHEDU	LETION	COMPLETIO					

grassland conservation contracts. This initiative will assist producers in protecting grazing uses, conserving and improving soil, water, wildlife resources, and achieving related conservation values by conserving eligible land through

Practice Lifespan: 1 year

Status: Planned 2022

Contract Items 3: Grassland Conservation Initiative(E300GCI)

US DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	CONSERVATION PLAN OR SCHEDULE	SCHEDULE OF OPERATIONS		NRCS-CPA-1155 03/2019
PARTICIPANT SARA WILLIMON	COUNTY AND STATE SEWARD County, KS	PROGRAM AND CONTRACT NUMBER CSP-GCI 2018 8562152001K	IOD-GSD NOCOBAUS	SUBACCOUNT CSP-GCI
		WATERSHED Town of Arkalon-Cimarron River	ACRES 43	EXPIRATION DATE 12/31/2024

					7.	Town of A	WATERSHED f Arkalon-Cimarron River	SHED Simarron	River	ACRES 43	EXPIRATION DATE 12/31/2024
Fields: Tract: 398	Fields: Tract: 398 Fields: 1, 3;										
					COMPLETION	ETIONS	CHEDUL	E AND E	STIMATED C	I SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR	YMENT BY YEAR
Contract Item	Planned Conservation Treatment	Planned Amount	Unit Cost	Cost Share Rate/Method	2020	2021 \$	2022 \$	2023 \$	2024 \$		
ω	Grassland Conservation Initiative(E300GCI)	43 Ac	.,				774	140	- 16 pm	0.00	
3a	Grassland Conservation Initiative Activity	43 Ac	43 Ac \$18.0000/ Ac	PR1			774	Cent	1410 profit	20 Sc 4200	
Notes: 1F	Notes: 'Payment rates define the unit cost rate of compensation to be received by the participant	sation to be received by	the participant						- 3-4		

Contract	Contract Items 4: Grassland Conservation Initiative(E300GCI)				Practice	Practice Lifespan: 1 year	1: 1 year					Stat	us: Plan	Status: Planned 2023
This initia	This initiative will assist producers in protecting grazing uses, conserving and improving soil, water, wildlife resources, and achieving related conservation values by conserving eligible land through grassland conservation contracts.	ing and improv	ving soil, water	r, wildlife resou	rces, and	achievin	g related	conserva	ition valu	es by co	nserving	eligible la	nd throug	늄
Fields: Tract: 39	Fields: Tract: 398 Fields: 1, 3;													
					COMPLETION	ETIONS	CHEDU	E AND E	STIMAT	ED COS	T-SHARE	OR PA	SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR	Y YEAR
Contract	Planned Conservation Treatment	Planned	Unit Cost	Cost Share	2020	2021	2022	2023	2024					
Item		Amount		Rate/Method	↔	\$	\$	\$	S					
4	Grassland Conservation Initiative(E300GCI)	43 Ac						774						
4a	Grassland Conservation Initiative Activity	43 Ac	43 Ac \$18.0000/ Ac	PR1				774						

Notes: 'Payment rates define the unit cost rate of compensation to be received by the participant.

Contract	Contract Items 5: Grassland Conservation Initiative(E300GCI)				Practice	Lifespar	Practice Lifespan: 1 year				Status: Planned 2024
This initia grassland	This initiative will assist producers in protecting grazing uses, conserving and improving soil, water, wildlife resources, and achieving related conservation values by conserving eligible land through grassland conservation contracts.	ving and improv	/ing soil, wate	er, wildlife resou	rces, and	lachievin	ng related	conserva	ation values	by conse	erving eligible land through
Fields:											
Tract: 39	Tract: 398 Fields: 1, 3;										
					COMPLETION	ETION S	CHEDUL	E AND E	STIMATED	COST-S	N SCHEDULE AND ESTIMATED COST-SHARE OR PAYMENT BY YEAR
Contract	Planned Conservation Treatment	Planned	Unit Cost	Cost Share	2020	2021	2022	2023	2024		
Item		Amount		Rate/Method	€9	\$	€9	↔	€9		
თ	Grassland Conservation Initiative(E300GCI)	43 Ac				:			774		

US DEPARTM NATURAL RES	US DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	CONSERVATION PLAN OR SCHEDULE OF OPERATIONS	OR SCHEDULE O	F OPERATIONS		NRCS-CPA-1155 03/2019
	PARTICIPANT SARA WILLIMON	COUNTY AND STATE SEWARD County, KS	PROGRAM A CSP-GC	PROGRAM AND CONTRACT NUMBER CSP-GCI 2018 8562152001K	SUBACCOUNT CSP-GCI	-GCI
			Town of £	WATERSHED of Arkalon-Cimarron River	ACRES 43	EXPIRATION DATE 12/31/2024
5a Gras	Grassland Conservation Initiative Activity	43 Ac   \$18.0000/ Ac	PR1	774	_	
Notes: ¹Paym	Notes: 'Payment rates define the unit cost rate of compensation to be received by the participant	n to be received by the participant.				

US DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	CONSERVATION PLAN OR	CONSERVATION PLAN OR SCHEDULE OF OPERATIONS		NRCS-CPA-1155 03/2019
PARTICIPANT SARA WILLIMON	COUNTY AND STATE SEWARD County, KS	PROGRAM AND CONTRACT NUMBER CSP-GCI 2018 8562152001K	SUBACCOUNT CSP-GCI	COUNT -GCI
LAND UNITS OR LEGAL DESCRIPTION Fam: 423 Tract(s):398.	GAL DESCRIPTION	WATERSHED Town of Arkalon-Cimarron River	ACRES 43	EXPIRATION DATE 12/31/2024

Year         2020         2021         2022         2023         2024         Contract           Paymen         Paymen	\$3,870		\$774	\$774	\$774	\$774	\$774	Amount(\$)
1 /	Paymen		2024	2023	2022	2021	2020	Year
	Contract	おいている からのというからない ではない まなん はいない		Company (2) (2)	PARTICIONAL DISTRICTION OF THE PARTICION	ALCOHOLD STREET	NO SHEET SHEET	STREET, STREET

NOTES:

- A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.
  B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.
  C. All cost share rates are based on average cost (AC) with the following exceptions:
  AA = Actual cost not to exceed average cost; FR = Flat Rate; NC = Non cost-shared; AM = Actual cost not to exceed a specified maximum; PR = Payment rates.
  D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Certification of Participants					
Signature	Date	Signature	Date	Signature	Date
SARA WILLIMON	)				
Sylla Williams	1-22-2020				
Signatures of Reviewing Officials					
Designated Conservationist - Technical Adequacy Certification	I Adequacy Certification		NRCS Approving Official		
Signature: LESLIE SPIKES			Signature:		
Date: 1/21/2020			Date:		

US DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE	E CONSERVATION PLAN OR SCHEDULE	R SCHEDULE OF OPERATIONS		NRCS-CPA-1155 03/2019
PARTICIPANT SARA WILLIMON	COUNTY AND STATE SEWARD County, KS	PROGRAM AND CONTRACT NUMBER CSP-GCI 2018 8562152001K	SUBACCOUN' CSP-GCI	COUNT -GCI
LAND UNITS OR	LAND UNITS OR LEGAL DESCRIPTION	WATERSHED Town of Arkalon-Cimarron River	ACRES 43	EXPIRATION DATE 12/31/2024

# PRIVACY ACT

state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal. in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846

# NON-DISCRIMINATION STATEMENT

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office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or (3) email: program.intake@usda.gov or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442: To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA

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# LESLIE C. SPIKES DISTRICT CONSERVATIONIST

#### **Conservation Plan**

SARA WILLIMON 17398 ROAD O KISMET, KS 67859

OBJECTIVE(S)

Maintain permanent native vegetation for erosion control.

Crop

Tract: 398

#### **Grassland Conservation Initiative(E300GCI)**

This initiative will assist producers in protecting grazing uses, conserving and improving soil, water, wildlife resources, and achieving related conservation values by conserving eligible land through grassland conservation contracts.

	Planned			Applied	
Field	Amount	Month	Year	Amount	Date
1	29. Ac	6	2020	29	9/28/20
3	14. Ac	6	2020	14	7,1
1	29. Ac	6	2021	29	6/10/21
3	14. Ac	6	2021	14	///
1	29. Ac	6	2022	29	9/2/22
3	14. Ac	6	2022	14	1//
1	29. Ac	6	2023		
3	14. Ac	6	2023		
1	29. Ac	6	2024		
3	14. Ac	6	2024		
Total:	215. Ac		•		

#### CERTIFICATION OF PARTICIPANTS

SARAWILLIMON 1-22-2020
DATE

#### **CERTIFICATION OF:**

DISTRICT CONSERVATIONIST

LESLIE C. SPIKES DATE

CONSERVATION DISTRICT

SEWARD COUNTY CD

DATE

#### PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

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USDA Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW.

Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender. Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

Seward, Kansas

FSA - 578 (09-13-16)

REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING **PROGRAM YEAR: 2023** 

**DATE:** 05/26/2023

PAGE: 1

Revision: \_

Original: RKS

Cropland: 144.82 Farmland: 157.79

Operator Name and Address

Farm Number: 423

SARA WILLIMON 17398 ROAD O

KISMET, KS 67859-6034

Tract	CLU/	Crop/	Var/	Int	Act	Irr.	Org	Nat.	C/C	Rpt	Rpt	Det	Crop	Field	Official/	Planting	Planting	End
Number	Field	Commodity	Type	Use	Use	Pr.	Stat	Sod	Stat	Unit	Qty	Qty	Land	ID	Measured	Date	Period	Date
398	1	GRASS	NAG	GZ		N	С	N	I	Α	40.54		Yes		0		01	CC
P	roducer S	ARA WILLIMO	N		Shar	e 100.00	FSA F	Physical I	_ocation	Seward, I	Kansas				NAP Uni	t 640 Si	gnature Date 0	7/13/2017
	3	GRASS	NAG	GZ		N	С	N	I	Α	104.28		Yes		0		01	CC
F	roducer S	ARA WILLIMO	N		Shai	e 100.00	FSA F	Physical L	_ocation	Seward, I	Kansas				NAP Uni	t 640 Si	gnature Date 0	7/13/2017
<u>Tract 398 5</u>	<u>Summary</u>																	
PP <u>Cr/Co</u> 01 GRAS		<u>ype Int Use</u> <u>l</u> G GZ	rr Pr Rpt U N A	<u>nit</u>	Rpt Qty 144.82	<u>P</u>	P Cr/Co	<u>Var/I</u>	<u> Ype Int</u>	Use Irr	Pr Rpt Unit	Rpt C	<u>Oty</u>	PP Cr/Co	Var/Type In	t Use <u>Irr Pr</u>	Rpt Unit	Rpt Qty
Photo Nu	mber/Leg	al Description: §	SE/4 o 29-32	32 G/6														
	Crop	oland: 144.82		Repo	rted on Cr	opland: 1	44.82			Diffe	erence: 0.00			Reported	on Non-Croplan	d: 0.00		

Seward, Kansas

FSA - 578 (09-13-16)

Farm Number: 423

## REPORT OF COMMODITIES FARM SUMMARY

PROGRAM YEAR: 2023

DATE: 05/26/2023

PAGE: 2

Original: RKS
Revision: \_\_\_\_
Cropland: 144.82
Farmland: 157.79

Operator Name and Address SARA WILLIMON 17398 ROAD O KISMET, KS 67859-6034

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

	SARA WILLIN	MON		Crop/ ommodity GRASS	Variety/ Type NAG	<b>Share</b> 100.00	Crop/ Commodity	Variety/ Type	Share	Crop Commo		riety/ Sl ype	hare	Crop/ Commodity	Variety/ Type	Share
Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Ouantity	Determined Ouantity		Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity
01	GRASS	NAG	GZ	N	Α	144.82										

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Producer's Signature (By)

Title/Relationship of Individual Signing in the Representative Capacity

Date

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KANSAS SEWARD

USDA United States Department of Agriculture Farm Service Agency

**Abbreviated 156 Farm Record** 

g ,

FARM: 423

Prepared: 5/26/23 4:34 PM CST

Crop Year: 2023

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Operator Name : SARA LYNN WILLIMON

CRP Contract Number(s) : None
Recon ID : None
Transferred From : None

ARCPLC G/I/F Eligibility : Ineligible - Complete G/I/F History

	Farm Land Data								
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
157.79	144.82	144.82	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP	Cropland	Double (	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	144.8	2	0.	00	0.00	0.00	0.00	0.00

Crop Election Choice						
ARC Individual	ARC County	Price Loss Coverage				
None	None	None				
ARC Individual - Default	ARC County - Default	Price Loss Coverage - Default				
None	WHEAT	None				

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP		
Wheat	43.00	0.00	27			

TOTAL 43.00 0.00

#### **NOTES**

Tract Number : 398

Description:SE/4 o 29-32-32 G/6FSA Physical Location:KANSAS/SEWARDANSI Physical Location:KANSAS/SEWARD

BIA Unit Range Number :

HEL Status : HEL field on tract. Conservation system being actively applied

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : SARA LYNN WILLIMON
Other Producers : ALLAN E WILLIMON

Recon ID : None

	Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	
157.79	144.82	144.82	0.00	0.00	0.00	0.00	0.0	

KANSAS SEWARD

**TOTAL** 

United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 423

Prepared: 5/26/23 4:34 PM CST

Crop Year: 2023

#### Tract 398 Continued ...

Form: FSA-156EZ

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	144.82	0.00	0.00	0.00	0.00	0.00

DCP Crop Data					
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield		
Wheat	43.00	0.00	27		

0.00

#### **NOTES**

43.00

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#### **Seward County, Kansas**



#### **Common Land Unit**

Wetland Determination Identifiers

Compliance Provisions

Non-Cropland

Restricted Use

Limited Restrictions Exempt from Conservation

Cropland

Tract Boundary

1/ All Wheat HRW, NI, GR 2/ All Wheat HRW, IRR, GR

3/ All Corn YEL, IRR, GR 4/ All Corn YEL, NI, GR

5/ Soybeans, COM, IRR, GR 10/Alfalfa, IR, FG

6/ Sorghum, GRS, NI, GR 7/ Sorghum, GRS, IRR, GR 8/ Sorghum, CAN, IR, FG 9/ Grass, NAG, NI, GZ

Tract Cropland Total: 144.82 acres

2023 Program Year

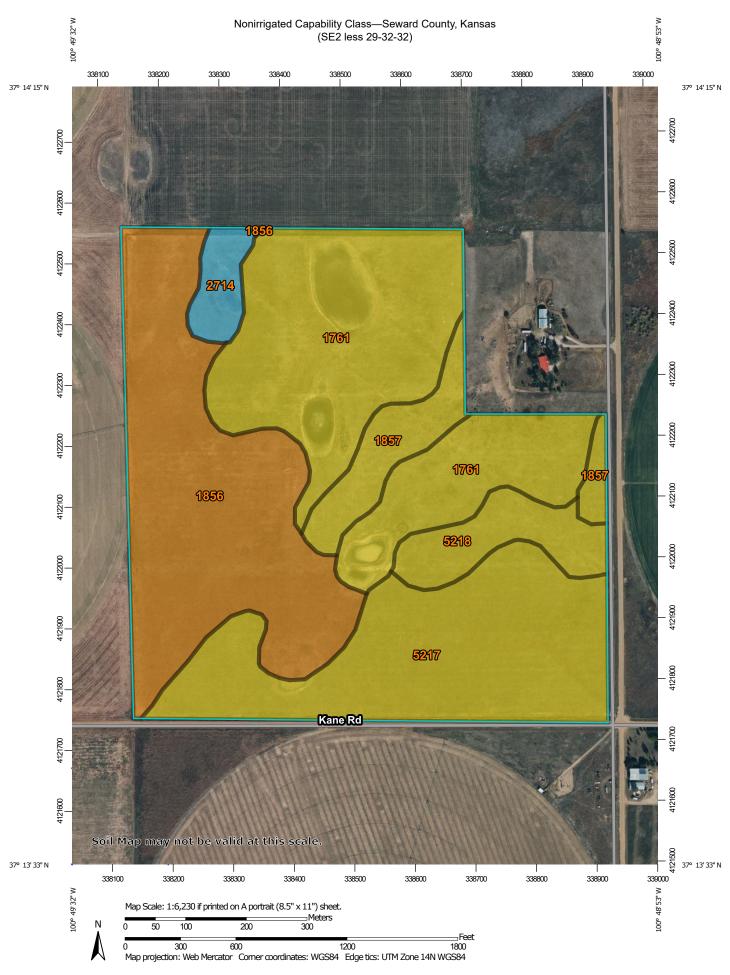
Map Created October 26, 2022

Farm **423 Tract 398** 

29-32-32

Displayed over 2021 NAIP

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



#### MAP LEGEND

#### Area of Interest (AOI) Area of Interest (AOI) Soils Soil Rating Polygons Capability Class - I

- Capability Class II Capability Class - III Capability Class - IV
- Capability Class V
- Capability Class VI Capability Class - VII
- Capability Class VIII

Not rated or not available

#### Soil Rating Lines

- Capability Class I
- Capability Class II
- Capability Class III
- Capability Class IV
- Capability Class V
- Capability Class VI
- Capability Class VII
- Capability Class VIII
- Not rated or not available

#### **Soil Rating Points**

- Capability Class I
- Capability Class II

- Capability Class III
- Capability Class IV
- Capability Class V
- Capability Class VI
- Capability Class VII
- Capability Class VIII
- Not rated or not available

#### **Water Features**

Streams and Canals

#### Transportation

- Rails ---
- Interstate Highways
- **US Routes**
- Maior Roads
  - Local Roads

#### Background

Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Seward County, Kansas Survey Area Data: Version 19, Sep 13, 2022

Soil map units are labeled (as space allows) for map scales 1:50.000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# **Nonirrigated Capability Class**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1761	Richfield silt loam, 0 to 1 percent slopes	3	45.4	32.2%
1856	Ulysses silt loam, 0 to 1 percent slopes	2	41.2	29.2%
1857	Ulysses silt loam, 1 to 3 percent slopes	3	8.7	6.2%
2714	Ness clay, frequently ponded	6	3.6	2.5%
5217	Dalhart fine sandy loam, 0 to 1 percent slopes	3	34.3	24.3%
5218	Dalhart fine sandy loam, 1 to 3 percent slopes	3	7.8	5.5%
Totals for Area of Inter	rest	141.2	100.0%	

#### **Description**

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels-capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

#### Rating Options

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified



Tie-break Rule: Higher



# SELLER'S VACANT LAND DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

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

1	SELLER: Allan & Sara Willimon	
2 3 4 5	<b>LEGAL DESCRIPTION:</b> (As described in the attached Legal Description/Comparaddendum, or described below) BEG 30'W & 1808.5'N OF SE COR SE4,EH W 441.1', N51', E441.1', S510.9' TO POB 29-33	-
6	Approximate date SELLER purchased Property is	Property is
7	currently zoned as	
8 9 10 11	Please be as complete and accurate as possible when answering the questions in this disadditional sheets if space is insufficient for all applicable comments. SELLER acknunderstands that the Broker(s) and potential buyer of the Property will rely upon the accurate opinions set forth in this statement.	nowledges and
13	1. WATER SOURCE: Public Private Well Cistern Other	
14	(a) If well water, state type depth	
15	Diameter age	
16 17	Has water ever been tested?	Yes□ No□
18	(b) Other water systems & their condition:	
19 20	(c) Comments:	
21 22 23 24	2. GAS/ELECTRIC:  (a) Is there electric service on or to the Property?	Yes□ No□
2 <del>4</del> 25	If yes, what is the distance to the electrical service?(b) Does the Property have heating systems?	
26	☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other	
27	Unit Age of Unit Leased Owned Location Last Date Serv	iced/By Whom?
28	1	
29	2.	
30	(c) Is gas connected to the Property?	Yes□ No□
31	If not, distance to nearest source	
32	(d) Are you aware of any additional costs to hook up utilities?	Yes□ No□
33	If yes, please explain	
34 35	(e) Comments:	

Seller's Vacant Land Disclosure and Condition Addendum 2008 Page 1 of 4



36	3.	LAND	(SOILS, DRAINAGE, BOUNDARIES):		
37		(a)	Is the property or any portion thereof located in a flood zone, wetlands area or propos	sed to be	Э
38		4. \	located in such as designated by FEMA which requires flood insurance?	Yes□	
39			Are you aware of drainage or flood problems on Property or adjacent properties?	Yes	
40		` '		Yes□	_
41		(d)		Yes□	No∐
42 43		(0)	If yes, attach copy.  Are the boundaries of the Property marked in any way?	Yes□	No□
44		(E)	Do you have an Improvement Location Certificate (ILC) for the Property?	Yes□	
<del>45</del>		(1)	• • • • • • • • • • • • • • • • • • • •	Yes□	
46		(g)	If yes, does the fencing belong to the Property?	Yes□	
<del>4</del> 0 47		(h)	Are you aware of any encroachments, boundary line disputes, or non-utility	165	NO
48		(11)	easements affecting the Property?	Yes□	No□
49		(1)	Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or		
50		(.)	stability problems that have occurred on the Property or in the immediate vicinity?	Yes□	No 🗌
51			If the answer is yes, please explain		
52					
53		(j)	Are you aware of any diseased, dead, or damaged trees or shrubs on the Property?	Yes 🗌	No
54					
		CEW/A	^F		
55 56	4.	SEWA(	Does the Property have any sewage facilities on or connected to it?	Yes□	No□
57		(a)	If so, are they:	163	
58			Public Sewer Private Sewer Septic System Cesspool		
59			Lagoon Grinder Pump Other		
60			If applicable, when last serviced?		
61			By whom?		
62		(h)	Are you aware of any problems relating to the sewage facilities?	Yes□	No 🗆
63		(6)	The you aware of any problems relating to the sewage labilities:	103	110
64	5.	HAZAF	RDOUS CONDITIONS:		
65	Are	you av	vare of:		
<u>66</u>			Any underground storage tanks on or near this Property?	Yes 🗌	No 🗌
67 69		(b)	Any previous or current existence of hazardous conditions (e.g., storage tanks, oil	V	Nia 🖂
68			tanks, oil spills, tires, batteries, or other hazardous conditions?	Yes _	NO
69			If so, what is the location)?		
70 71 72		(C)	Are you in possession of previous environmental reports (e.g., Phase 1	V	Ni- 🖂
/ I 72			Environmental reports)?	Yes _	NO 🗌
1 Z 72		(4)	If so, attach a copy of the reports.  Any disposal of any hazardous waste products, chemicals, polychlorinated		
74		(u)	biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or		
73 74 75			insulation on the Property or adjacent property?	Yes□	No 🗌
76 77		(e)	Environmental matters (e.g. discoloration of soil or vegetation or oil sheers	_	
77			in wet areas)?	Yes□	No

Seller's Vacant Land Disclosure and Condition Addendum 2008 Page 2 of 4  $\,$ 



78 79 80 81		Any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, radioactive material, landfill, toxic materials)?	Yes No Yes No
82	(11)	Properties?	Yes No
83 84	(i)	If yes, explain	Yes No
85		If yes, explain	
86 87	(j)	Other:	
88 89	6. OTHE	R MATTERS: vare of:	
90 91	` '	Any violation of zoning, setbacks or restrictions, or non-conforming use?	Yes No
92	` '	Any existing or threatened legal action pertaining to the Property?	Yes□ No□ Yes□ No□
93		Any litigation or settlement pertaining to the Property?	Yes No
94 95		Any current or future special assessments to the Property?	Yes No
96 97	(a)	desirability of the Property?	Yes No
98	(0)	sale of the Property?	Yes□ No□
99	(h)	Any burial grounds on the Property?	Yes No
100	(i)	Any leases on the Property?	Yes No
101		If yes, describe or attach copy of lease:	
102	If y	res, describe tenant's rights and obligations for vacating the Property:	
103			
104 105	(k) (l)	Any public authority contemplating condemnation proceedings?	Yes No
106	(1)	zoning and subdivisioin regulations?	Yes□ No□
107	(m)	Any government plans or discussion of public projects that could lead to special	
108		benefit assessment against the Property or any part thereof?	
109 110	(n)	The Property being placed into any of the government's Farm Plans?	Yes∏ No∏ year
111		does the Property come out of the program?	
112			
113	(0)	Any interest in all or part of the Property that has been reserved by previous owner	
114		or government action to benefit any other property?	Yes No
115	. ,	Any unrecorded interests affecting the Property?	Yes No
116 117	(p)	Anything that would interfere in passing clear title to the Buyer?	Yes No

Seller's Vacant Land Disclosure and Condition Addendum 2008 Page 3 of 4  $\,$ 

,	. SELLER OWNS:  Mineral rights ☐ Yes ☐ No	Crops  Yes  No	Water rights ☐ Yes ☐ No
С	comments:		
th C B B	ELLER acknowledges that the information containe best of SELLER'S knowledge, information contained in this SELLER'S Vacant Land Discloroker has not prepared, nor assisted in the roker to provide copies of this Statement to uyers of the Property.	and belief; SELLER has sure and Condition of Propreparation of this Stateme	provided all the information perty Addendum; and that the nt. SELLER hereby authorizes
	CAREFULLY READ THE TERMS HEREOF I		
	IF NOT UNDERSTOOD, CONS		
_			
S	ELLER DA	TE SELLER	DATE
	BUYER ACKNOWLE	DGEMENT AND AGREEMEN	<u>T</u>
1	. I understand and agree that the information in actual knowledge and that SELLER need only requested.		
2	This property is being sold to me without BROKER(S) or agents concerning the condition or		any kind by SELLER or
3	I agree to verify any of the above information independent investigation of my own. I have be by professional inspectors.	ion, and any other importar n obtained through the Mult	iple Listing Service) by an
4	<ul> <li>I acknowledge that neither SELLER nor BRO defects in the Property.</li> </ul>	OKER is an expert at dete	cting or repairing physical
5	I specifically represent that there are no imposing the Property made by SELLER or BROKER in writing and signed by them.		

Approved by Legal Counsel of the Flint Hills Association of REALTORS\*, Inc. for exclusive use by its REALTOR\* members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer be valid.

Seller's Vacant Land Disclosure and Condition Addendum 2008 Page 4 of 4





### **SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM**

(Residential)

SELLER: Allan & Sara Willimon PROPERTY: 17398 Road O, Kismet, KS 67859		
PHOPLINI. 17000 Hoad Of Homed No 07000		
1. SELLER'S INSTRUCTIONS SELLER agrees to disclose to BUYER all material defects, conditions and facts, past and pres KNOWN TO SELLER which may materially affect the value of the Property. This disclosure stateme designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and bu will rely on this information.		
2. NOTICE TO BUYER  This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SE a substitute for any inspections or warranties. It is not a warranty of any kind by SELLE or representation by the Broker(s) or their licensees.		
3. OCCUPANCY		
Approximate age of Property? How long have you owned?		
Does SELLER currently occupy the Property?	Yes 🗌 No 🗌	
If not, how long has it been since SELLER occupied the Property? years/more  4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LA SELLER'S LAND DISCLOSURE ALSO.)  (a) Fill or expansive soil on the Property?		
<ul> <li>(b) Sliding, settling, earth movement, upheaval or earth stability problems on the Property?</li> <li>(c) Is the Property in a mapped Fort Riley noise zone?</li> <li>(d) Is the Property in a mapped airport overlay district zone?</li> </ul>	Yes  No Yes No Yes No No	
<ul> <li>(e) In which Unified School District (USD) is the Property located?</li> <li>(f) Is the Property or any portion thereof located in a flood zone or wetlands area, as designated by FEMA or any federal, state or local governmental agency?</li> <li>(g) Do you pay flood insurance premiums?</li> <li>(h) If yes, is it required by your current mortgage lender?</li> <li>(i) Drainage or flood problems on the Property or adjacent properties?</li> <li>(j) Are the boundaries of the Property marked in any way?</li> <li>(k) Do you have a Certificate of Survey of the Property? If yes, attach copy</li> <li>(l) Encroachments, boundary line disputes, or non-utility easements affecting the Property?</li> <li>(m) Any fencing on the Property?</li> <li>(n) If yes, does fencing belong to the Property?</li> <li>(o) Diseased, dead, or damaged trees or shrubs on the Property?</li> <li>(p) Gas/oil wells, lines or storage facilities on Property or adjacent property?</li> </ul>	Yes   No   Yes   Y	
	1. SELLER'S INSTRUCTIONS  SELLER agrees to disclose to BUYER all material defects, conditions and facts, particles agrees to disclose to BUYER all material defects, conditions and facts, particles agrees to disclose to BUYER which may materially affect the value of the Property. This disclos designed to assist SELLER in making these disclosures. Licensee(s), prospective buyerill rely on this information.  2. NOTICE TO BUYER  This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SE a substitute for any inspections or warranties. It is not a warranty of any kind by SELLE or representation by the Broker(s) or their licensees.  3. OCCUPANCY  Approximate age of Property? How long have you owned? Does SELLER currently occupy the Property?  If not, how long has it been since SELLER occupied the Property? years/more  4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LA SELLER'S LAND DISCLOSURE ALSO.)  (a) Fill or expansive soil on the Property?  (b) Sliding, settling, earth movement, upheaval or earth stability problems on the Property?  (c) Is the Property in a mapped Fort Riley noise zone?  (d) Is the Property in a mapped airport overlay district zone?  (e) In which Unified School District (USD) is the Property located?  (f) Is the Property or any portion thereof located in a flood zone or wetlands area, as designated by FEMA or any federal, state or local governmental agency?  (g) Do you pay flood insurance premiums?  (h) If yes, is it required by your current mortgage lender?  (j) Drainage or flood problems on the Property or adjacent properties?  (j) Are the boundaries of the Property marked in any way?  (k) Do you have a Certificate of Survey of the Property? If yes, attach copy.  (l) Encroachments, boundary line disputes, or non-utility easements affecting the Property?  (m) Any fencing on the Property?  (n) If yes, does fencing belong to the Property?  (o) Diseased, dead, or damaged trees or shrubs on the Property?	

Seller's Disclosure and Condition of Property Addendum-2019 Page 1 of 9



5. ROOF:  (a) Approximate Age: years  Unknown	
Type:	Yes 🗌 No
If so, what was the date of the occurrence?  (c) Any repairs to the roof, flashing or rain gutters?	Yes 🗌 No
Date of and company performing such repairs//  (d) Any roof replacement?	Yes □ No
(e) What is the number of layers currently in place: layers, or ☐ Unknow lf any of the answers in this section are "Yes", explain in detail below: (All available	/n.
other documentation are attached)	
6. INFESTATION — ARE YOU AWARE OF:  (a) Any termites, wood destroying insects, or <i>other</i> pests on the Property?  (b) Any damage to the property by termites, wood destroying insects or <i>other</i> pests?	Yes 🗌 No
<ul> <li>6. INFESTATION — ARE YOU AWARE OF:</li> <li>(a) Any termites, wood destroying insects, or <i>other</i> pests on the Property?</li> <li>(b) Any damage to the property by termites, wood destroying insects or <i>other</i></li> </ul>	Yes ☐ No
<ul> <li>6. INFESTATION — ARE YOU AWARE OF: <ul> <li>(a) Any termites, wood destroying insects, or <i>other</i> pests on the Property?</li> <li>(b) Any damage to the property by termites, wood destroying insects or <i>other</i> pests?</li></ul></li></ul>	Yes  No
<ul> <li>6. INFESTATION – ARE YOU AWARE OF: <ul> <li>(a) Any termites, wood destroying insects, or <i>other</i> pests on the Property?</li> <li>(b) Any damage to the property by termites, wood destroying insects or <i>other</i> pests?</li></ul></li></ul>	Yes No
<ul> <li>6. INFESTATION – ARE YOU AWARE OF: <ul> <li>(a) Any termites, wood destroying insects, or <i>other</i> pests on the Property?</li> <li>(b) Any damage to the property by termites, wood destroying insects or <i>other</i> pests?</li></ul></li></ul>	Yes  No Yes No Yes No Yes No Yes No Yes No emaining on
6. INFESTATION — ARE YOU AWARE OF:  (a) Any termites, wood destroying insects, or other pests on the Property?  (b) Any damage to the property by termites, wood destroying insects or other pests?	Yes No Yes No Yes No Yes No Yes No emaining on tem is subjection
6. INFESTATION — ARE YOU AWARE OF:  (a) Any termites, wood destroying insects, or other pests on the Property?  (b) Any damage to the property by termites, wood destroying insects or other pests?	Yes No Yes No Yes No Yes No Yes No emaining on tem is subject

Form Simplicity

80	7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS — ARE YOU AWARE OF:	
81 82	(a) Movement, shifting, deterioration, or other problems with walls, foundations,	Vaa 🗆 Na 🗀
83	crawl space or slab?	Yes No
84	crawl space, basement floor or garage?	Yes 🗌 No 🗌
85	(c) Any corrective action taken including, but not limited to piering or bracing?	Yes 🗌 No 🗌
86	(d) Any water leakage or dampness in the house, crawl space or basement?	Yes 🗌 No 🗌
87	(e) Any dry rot, wood rot or similar conditions on the wood of the Property?	Yes No No
88 89	(f) Any problems with driveways, patios, decks, fences or retaining walls on	Yes  No
90	the Property?	Yes 🗌 No 🗌
91	Date of last cleaning?	
92	(h) Does the Property have a sump pump?	Yes 🗌 No 🗌
93	(i) Any repairs or other attempts to control the cause or effect of any problem	
94	described above?	Yes No No
95 96 97	If any of the answers in this section are "Yes", explain in detail. When describing re efforts, describe the location, extent, date, and name of the person who did the repair or co attach, if available, any inspection reports, estimates or receipts:	ontrol effort and
98		
99		
100		
101		
102	8. ADDITIONS AND/OR REMODELING:	
103 104	(a) Are you aware of any additions, structural changes, or other material alterations to the Property?	Yes 🗌 No 🗌
105	If "Yes", explain:	<del></del>
106		
107	(b) If "Yes", were all necessary permits and approvals obtained, and was all	
108	work in compliance with building codes? N/A	Yes 🗌 No 🗌
109	If "No", explain:	
110		
111		
112	9. PLUMBING RELATED ITEMS:	
113	(a) What is the drinking water source? ☐ Public ☐ Private ☐ Well ☐ Cistern	
114	If well water, state type depth	
115	diameter age	

Seller's Disclosure and Condition of Property Addendum-2019 Page 3 of 9

116	(b) If the drinking water source is a well, when was the water last tested and what
117	was the result of the test?
118	(c) Is there a water softener on the Property? Yes   No
119 120	(If so, is it: ☐ Leased ☐ Owned?)  (d) Is there a water purifier system?
121	(If so, is it: Leased Dwned?)
122	(e) What type of sewage system serves the Property?   Public Sewer, or   Private Sewer, or
123	☐ Septic System, or ☐ Cesspool, or ☐ Lagoon, or ☐ Other
124	(f) If there is a septic system, is there a sewage pump on the septic system? Yes No
125 126	<ul><li>(g) Is there a grinder pump system?</li></ul>
127	last serviced? By whom?
128	(i) Is there a sprinkler system? Yes \( \sigma \) No \( \sigma \)
129	Does sprinkler system cover full yard?
130	If "No", explain:
131 132	(j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool?
133	or pool?
134	If yes, date of last inspection
135	(k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing,
136 137	water, and sewage related systems?
138	
139	Copper Galvanized Other
	The location of the main water shut-off is
140 141	(m) The location of the sewer line clean out trap is:
142	available documentation:
143	
144	
145	
146	
147	10. HEATING AND AIR CONDITIONING:
148	(a) Does the Property have air conditioning? Yes \( \subseteq \text{No} \)
149 150	□ Central Electric □ Central Gas □ Heat Pump □ Window Unit(s) Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
151	1
152	2.
102	<u> </u>

Seller's Disclosure and Condition of Property Addendum-2019 Page 4 of 9  $\,$ 



	(b) Does the Property have heating systems? Yes $\square$ No $\square$
	☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Fuel Tank ☐ Other Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
	<u>1.</u>
	<u>2</u>
	(c) Are there rooms without heat or air conditioning? Yes \subseteq No \subseteq
	If yes, which room(s)?
	(d) Does the Property have a water heater? Yes ☐ No ☐ ☐ Electric ☐ Gas ☐ Solar
	Unit Age of Unit Capacity (gallons) Location Last Date Serviced/By Whom?
	<u>1.</u>
	2.
	(e) Are you aware of any problems regarding these items? Yes $\square$ No $\square$
11.	
	(a) Type of material used: Copper Aluminum Unknown (b) Type of electrical panel(s): Breaker Fuse
	(a) Type of material used: Copper Aluminum Unknown
	<ul><li>(a) Type of material used: ☐ Copper ☐ Aluminum ☐ Unknown</li><li>(b) Type of electrical panel(s): ☐ Breaker ☐ Fuse</li></ul>
If "\	(a) Type of material used:  Copper Aluminum Unknown  (b) Type of electrical panel(s):  Breaker Fuse  Location of electrical panel(s):  Size of electrical panel (total amps), if known:   (c) Are you aware of any problem with the electrical system?  Yes No es", explain in detail:
lf "\	(a) Type of material used:  Copper Aluminum Unknown  (b) Type of electrical panel(s):  Breaker Fuse  Location of electrical panel(s):  Size of electrical panel (total amps), if known:   (c) Are you aware of any problem with the electrical system?  Yes No es", explain in detail:
lf "\	(a) Type of material used:  Copper Aluminum Unknown  (b) Type of electrical panel(s):  Breaker Fuse  Location of electrical panel(s):  Size of electrical panel (total amps), if known:   (c) Are you aware of any problem with the electrical system?  Yes No es", explain in detail:
lf "\	(a) Type of material used:  Copper Aluminum Unknown  (b) Type of electrical panel(s):   Location of electrical panel(s):   Size of electrical panel (total amps), if known:   (c) Are you aware of any problem with the electrical system?   Yes No es", explain in detail:
If "\ 	(a) Type of material used:  Copper Aluminum Unknown  (b) Type of electrical panel(s):  Breaker Fuse  Location of electrical panel(s):  Size of electrical panel (total amps), if known:  (c) Are you aware of any problem with the electrical system?  Yes No es", explain in detail:
If "\ 	(a) Type of material used:  Copper Aluminum Unknown  (b) Type of electrical panel(s):   Location of electrical panel(s):   Size of electrical panel (total amps), if known:   (c) Are you aware of any problem with the electrical system?   Yes No es", explain in detail:

Seller's Disclosure and Condition of Property Addendum-2019 Page 5 of 9  $\,$ 



185 186 187 188 189 190	<ul> <li>(c) Toxic substances on the Property, (e.g. tires, batteries, etc.)?</li> <li>(d) Has the Property been tested for any of the above listed items?</li> <li>(e) Have you had the property tested for radon?</li> <li>(f) Have you had the property tested for mold?</li> <li>(g) Are you aware of any other environmental issues?</li> <li>(h) Are you aware of any methamphetamine or controlled substances ever being</li> </ul>	Yes No
192	used or manufactured on the Property?	Yes  No
193	results:	
194		
195		
196 197 198 199	13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:  (a) Are you aware of any current/pending bonds, assessments, or special taxes that apply to Property?	Yes 🗌 No 🗌
200	Amount: \$  (b) Are you aware or have you received any notice of any condition or proposed	Va - DNa D
202 203 204	change in your neighborhood or surrounding area?	Yes No No
205 206 207	<ul><li>(d) Are you aware of any violations of such covenants and restrictions?</li><li>(e) Does the Homeowner's Association impose its own transfer fee when this</li></ul>	Yes No No
	Property is sold?	Yes 🗌 No 🗌
208	If "yes", what is the amount? \$	_
209 210	(f) Homeowners Association dues in the amount of \$ are payable ☐ yea ☐ monthly. Homeowners Association contact name, phone number, website, or	
212	(g) Are you aware of any defect, damage, proposed change or problem with any	
213 214	common elements or common areas?	Yes 🗌 No 🗌
215	(h) Are you aware of any condition or claim which may result in any change to assessments or fees?	Yes 🗌 No 🗌
216	(i) Are streets privately owned?	Yes 🗌 No 🗌
217 218	<ul> <li>(j) Is Property in a historic, conservation or special review district that requires any alterations or improvements to Property be approved by a</li> </ul>	
219	board or commission?	Yes 🗌 No 🗍
220	(k) Is Property subject to tax abatement?	Yes 🗌 No 🗌
221	(I) Is Property subject to a right of first refusal?	Yes 🗌 No 🗌
222	If the answer to any of the above questions is "Yes" except (c), explain in detail, incl	uding
223	amounts, if applicable:	
224		
225		
226		

Seller's Disclosure and Condition of Property Addendum-2019 Page 6 of 9



227	14. OTHER MATTERS:	
228	(a) Are you aware of any of the following?	
229	🗌 Party walls 🗌 Common areas 🗌 Easement Driveways	. Yes 🗌 No 🗌
230	(b) Are you aware of any fire damage to the Property?	Yes 🗌 No 🗌
231	(c) Are there any liens, other than mortgage(s) currently on the Property?	. Yes 🗌 No 🗌
232	(d) Are there any violations of laws or regulations affecting the Property?	Yes 🗌 No 🗌
233	(e) Are you aware of any other conditions that may materially and adversely affective	ect
234	the value or desirability of the Property?	Yes 🗌 No 🗌
235	(f) Are you aware of any other condition, including but not limited to financial,	
236	that may prevent you from completing the sale of the Property?	
237	(g) Have you had a pet in the Property?	Yes 🗌 No 🗌
238	(h) Are you aware of any general stains or pet stains to the carpet, the flooring	
239	or sub-flooring?	. Yes 🗌 No 🗌
240	(i) Do you have keys for <u>all</u> exterior doors, including garage doors in the	
241	home?	. Yes 🗌 No 🗌
242	List locks without keys	
243	(j) Are you aware of any violation of zoning, setbacks or restrictions, or	
244	non-conforming uses?	Yes 🗌 No 🗌
245	(k) Are you aware of any unrecorded interests affecting the Property?	. Yes No
246	(I) Are you aware of anything that would interfere with giving clear title to	
247	the BUYER?	Yes 🗌 No 🗌
248	(m) Are you aware of any existing or threatened condemnation or other legal	
249	action pertaining to the Property?	. Yes 🗌 No 🗌
250	(n) Are you aware of any litigation or settlement of litigation pertaining to this	
251	Property?	
252	(o) Have you added any insulation since you have owned the Property?	Yes 🗌 No 🗌
253	(p) Have you replaced any appliances that remain with the Property in the	v
254 255	past five years?	. Yes 🗌 No 🗌
255 256	(q) Are there any transferable warranties on the Property or any of its	Vaa 🗆 Na 🗀
250 257	components?	Yes 🗌 No 🗌
258	in the past 5 years?	. Yes $\square$ No $\square$
259	(s) If yes, were repairs from claim(s) completed?	
260	Are you aware of any use of synthetic stucco in the Property?	
261	If any of the answers in this section are "Yes", (except i), explain in detail:	
262		
263		
_00		
264	15. UTILITIES: Identify the name and phone number for utilities listed below.	
265	Electric Company Name Phor	e
266	Gas Company Name Phor	e
267	Water Company Name Phor	ie

Seller's Disclosure and Condition of Property Addendum-2019 Page 7 of 9  $\,$ 



268 269 270 271	16. PERSONAL PROPERTY, EQUIP In consideration of Buyer completing additional value, it is agreed that to Buyer at closing:	ng the purchase of the property so	
272 273 274 275	Check if staying:  Air Conditioning Window Units, #	<u> </u>	Stove Vent Hood/Downdraft
276 277 278 279	Central vac and attachments  Dishwasher  Fireplace insert  Garage door opener(s), #	Own Lease     Refrigerator  Location of Refrigerator  Security System	Sump Pump Swimming Pool & Equipment TV Antenna/Receiver/Satellite Dish Own Lease
280 281 282	Garage Door Transmitter(s), #  Laundry - Washer  Laundry - Dryer	Own Lease Smart home devices (identify) Spa/Hot Tub/Sauna & Equipment	<ul><li></li></ul>
283 284 285	<ul><li></li></ul>	Statuary/Yard Art Stovetop Elec. Gas	(identify)  Wood/pellet burning stove
286	Other	Other	Other
287	Other	Other	Other
288 289 290 291 292 293 294 295	17. ADDITIONAL DISCLOSURES Disclose any material information improvements or alterations to Prop Attach to this disclosure any repair describing or referring to the matters	erty not fully revealed above. If ap estimates, inspection reports, invol	escribe any significant repairs, plicable, state who did the work.
296			
297			
298			
299			
300			
301			
302			

Seller's Disclosure and Condition of Property Addendum-2019 Page 8 of 9  $\,$ 



303 304 305 306 307 308 309	is accurate ar guarantee of a BUYER of the Licensee assi Closing, and	nd complete. SELL ony kind. SELLER of e property and to sting the SELLER Licensee assisting	ER does not inter hereby authorizes the real estate brokers in writing, if any the SELLER will	nd this Disclosure neir agent to prove and salespeople information in promptly notify	he foregoing Disclosure Statement e Statement to be a warranty of ide this information to prospective e. SELLER will promptly notify this disclosure changes prior to Licensee assisting the BUYER d/or attach a list of additiona
310	changes. If att	ached, #	of pages).		
311 312 313 314 315		IF NOT UNDERS	TOOD, CONSULT	AN ATTORNEY B	EFORE SIGNING.
316	SELLER		DATE	SELLER	DATE
317	BUYER ACKN	OWLEDGEMENT A	AND AGREEMENT		
318 319 320 321 322	actual knov requested.	vledge and that SE	LLER need only ma	ike an honest effo	information of which SELLER has ort at fully revealing the information f any kind by SELLER or Broker(s)
323		,	ition or value of the	•	rany kina by ozzzeni or brokor(o,
324 325 326 327	SELLER o independer	r Broker (including	any information of	otained through tl	mportant information provided by ne Multiple Listing Service) by ar sed to have Property examined by
328 329	<ol> <li>I acknowled in Property.</li> </ol>	•	ELLER nor Broker is	an expert at dete	ecting or repairing physical defects
330 331 332 333 334	5. I specificall	y represent that the ade by SELLER or			oncerning the condition or value o as may be fully set forth in writing
335 336	BUYER		DATE	BUYER	DATE
	DUILN		DAIL	DUILN	DAIL

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Seller's Disclosure and Condition of Property Addendum-2019 Page 9 of 9  $\,$ 



## Tax History Inquiry for WILLIMON, ALLAN

<u>View Parcel Information</u> --- <u>Tax Search Page</u>

					Property Address 17398 ROAD O						
Tax ID		Sec- Twn- Rng	Sub	Blk	Lot	E	Descriptio	n		Parcel Id/Cama	Parcel Classes
2022 RealEstate - TF0556A		29-32-32				S29, T32, R32, BE COR SE4, TH W .1',S510.9 TO POR	441.1',N510		; SE	079-29-0- 00-00- 002.01-0	Residential Real Estate
Tax Unit USD Cty/T		Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book- Page	Date of Transfer
032	483	FARGO TWP.	\$18521	136.941	\$2444.28	\$0 Amount Amount \$2444.28 No		0454 - 0873	0		

### **Click here for Additional Years**

<u>View Parcel Information</u> --- <u>Tax Search Page</u>



5/19/23, 10:57 AM Tax Detail Information

# Tax History Inquiry for WILLIMON, SARA LYNN

<u>View Parcel Information</u> --- <u>Tax Search Page</u>

					Property Address  ROAD 17						
Tax ID		Sec- Twn- Rng	Sub	Blk	Lot	Description		Parcel Id/Cama	Parcel Classes		
2022 RealEstate - TF0556		29-32-32				S29, T32, R32, SE 1808.5'N OF SE C 0',E441.1',S510.9'	OR SE4, E		N51;	079-29-0- 00-00- 002.00-0	Agricultural Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Total Total Assessments Tax Paid Dlq		Book- Page	Date of Transfer		
032	483	FARGO TWP.	\$459	136.941	\$62.86	\$7.58 Amount Amount \$70.44 No			No	0469 - 0409	03/06/96

### **Click here for Additional Years**

<u>View Parcel Information</u> --- <u>Tax Search Page</u>

Tax Search powered by  $\bigwedge$  Aumentum



ISSUED B

First American Title Insurance Company

# Schedule A

Transaction Identification Data for reference only:

Issuing Agent:

AMERICAN TITLE & ABSTRACT SPEC., INC.

Issuing Office:

217 N. Kansas Ave., Liberal, KS 67901

Issuing Office's ALTA® Registry ID:

By: Ramona Oliver

Loan ID No .:

Commitment No.:

231276P

Issuing Office File No.:

231276P

Property Address:

17398 Road O, Kismet, KS 67859

Revision No.:

#### SCHEDULE A

1. Commitment Date: May 17, 2023 at 08:00 AM

- 2. Policy to be issued:
  - (a) X ALTA® OWNER'S (06/17/2006) Policy

Proposed Insured:

TBD

Proposed Policy Amount:

(b) ALTA® LOAN (06/17/2006) Policy

Proposed Insured:

Proposed Policy Amount:

- The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE.
- 4. The Title is, at the Commitment Date, vested in:

Allan Willimon and Sara Willimon

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

AMERICAN TITLE & ABSTRACT SPEC., INC.

INFORMATIONAL PURPOSES ONLY

AMERICAN TITLE & ABSTRACT SPEC., INC.

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ISSUED BY

First American Title Insurance Company

# **Exhibit A**

Commitment No.: 231276P

The Land referred to herein below is situated in the County of Seward, State of Kansas, and is described as follows:

SURFACE AND SURFACE RIGHTS ONLY, IN AND TO:

All that certain Tract or Parcel of land in Section 29, T-32-S, R-32-W, Seward County, Kansas more, being more particularly described as follows:

BEGINNING at the Southeast Corner of Section 29, go North 1808.5 feet and west 30.0 feet to the Point of Beginning;

Thence West a distance of 441.15 feet to the Southwest Corner of this Tract or Parcel;

Thence North a distance of 510.9 feet to the Northwest Corner of this Tract or Parcel;

Thence East a distance of 441.15 feet to the Northeast Corner of this Tract or Parcel;

Thence South a distance of 510.9 feet to the Point of Beginning.

INFORMATIONAL PURPOSES ONLY



ISSUED BY

First American Title Insurance Company

# Schedule BI & BII

Commitment No.:

231276P

INFORMATIONAL PURPOSES ONLY

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Proper satisfaction and release of record of the Mortgage from Allan Willimon and Sara Willimon, husband and wife to Centera Bank dated April 25, 2014, and recorded May 6, 2014 at 10:30 AM, in Book 666 at page 072, securing the original amount of \$25,000.00
- Proper satisfaction and release of record of the Mortgage from Allan Willimon and Sara Willimon, husband and wife to Centera Bank dated May 13, 2019, and recorded May 21, 2019 at 9:10 AM, in Book 707 at page 973, securing the original amount of \$35,000.00
- 7. Secure and submit, for our file, a properly executed Forbearance Affidavit.
- 8. Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara L. Willimon, filed May 30, 2019, in Seward County District Court, Case No. 2019-ST-236, in the amount of \$1,724.58, plus costs, interest and penalties, if any.
- Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara LWillimon, filed June 23, 2022, in Seward County District Court, Case No. 2022-ST-272, in the amount of \$1,246.18, plus costs, interest and penalties, if any.
- 10. Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara LWillimon, filed August 24, 2022, in Seward County District Court, Case No. 2022-ST-326, in the amount of \$2,446.80, plus costs, interest and penalties, if any.
- Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara L Willimon, filed September 30, 2022, in Seward County District Court, Case No. SW-2022-ST-355, in the amount of \$1,189.72, plus costs, interest and penalties, if any.

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#### Schedule BI & BII (Continued)

# INFORMATIONAL PURPOSES ONLY

Commitment No.: 231276P

- 12. Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara LWillimon, filed November 4, 2022, in Seward County District Court, Case No. SW-2022-ST-392, in the amount of \$1,184.33, plus costs, interest and penalties, if any.
- Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara LWillimon, filed 13. December 9, 2022, in Seward County District Court, Case No. SW-2022-ST-465, in the amount of \$1,203.72, plus costs, interest and penalties, if any.
- 14. Secure and submit to this office for our file a properly executed owners affidavit from Allan Willimon and Sara Willimon evidencing the fact that there are no amounts due and owing for labor performed or materials furnished for improvements to the described premises within the past 130 days which could possibly lead to the filing of a mechanics' or materialmen's lien.
- 15. Secure and submit to this office, for our file, a properly executed Survey Affidavit.
- 16. Submit to this office a properly completed Distribution of Sellers Net Proceeds.
- NOTE: State of Kansas, County of Seward recording information as through 12/31/2020. 17. Recording Fees:

Deed \$21.00 first page, \$17.00 each additional page thereafter Mortgage

\$21.00 first page, \$17.00 each additional page thereafter

The State of Kansas requires that deeds transferring real estate must be accompanied by the Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller), Grantee (Buyer), or the Real Estate Agent. Certain exemptions do apply.

18. NOTE: If the subject property contains a Mobile Home/Manufactured Housing Unit/Modular Home located on the premises Evidence of Title Elimination must be provided to our office prior to closing for review or further requirements may be made.

#### SCHEDULE B, PART II Exceptions

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

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

- 1. Any defect, lien, encumbrance, adverse daim, 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 daims of parties in possession not shown by the Public Records.
- 3. Easements, or daims of easements, not shown by the Public Records.

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#### Schedule BI & BII (Continued)

# INFORMATIONAL PURPOSES ONLY

Commitment No.: 231276P

- 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, unless such lien is shown by the Public Records at Date of Policy.
- 6. Taxes, or special assessments, if any, not shown as existingliens by the Public Records.
- 7. General ad valorem taxes for the year 2023 and subsequent years which are not yet due and payable. Tax ID# TF0556A - 2022 Taxes WERE \$2,444.28, paid in full.
- 8. 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, day, 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, exception, conveyance reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown on Schedule B.
- Right of Way from State Life Insurance Company to Panhandle Eastern Pipeline Company dated and recorded August 31, 1937 9. in Book 46 at Page 124.
- Resolution from State Life Insurance Company to Public dated and recorded February 4, 1945 in Book 73 at Page 92. 10.
- 11. Easement from Reta Jane Kane to Mid-American Pipeline Company dated October 19, 1992 and recorded October 30, 1992 in Book 436 at Page 229.
- 12. Right of Way Grant from Sara Willimon to KN Gas Gathering Inc. dated and recorded June 2, 1998 in Book 493 at Page 1072.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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ISSUED BY

First American Title Insurance Company

# Schedule A

Transaction Identification Data for reference only:

Issuing Agent:

AMERICAN TITLE & ABSTRACT SPEC., INC.

Issuing Office:

217 N. Kansas Ave., Liberal, KS 67901

Issuing Office's ALTA® Registry ID:

By: Ramona Oliver

Loan ID No.:

Commitment No.:

231277P

Issuing Office File No.:

231277P

Property Address:

00000 Rd 17, Liberal, KS 67901

Revision No.:

#### SCHEDULE A

1. Commitment Date: May 17, 2023 at 08:00 AM

- 2. Policy to be issued:
  - (a) X ALTA® OWNER'S (06/17/2006) Policy

Proposed Insured:

**TBD** 

Proposed Policy Amount:

(b) ALTA® LOAN (06/17/2006) Policy

Proposed Insured:

Proposed Policy Amount:

- 3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE.
- 4. The Title is, at the Commitment Date, vested in:

Sara Lynn Willimon

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

AMERICAN TITLE & ABSTRACT SPEC., INC.

INFORMATIONAL PURPOSES ONLY

Bv:

AMERICAN TITLE & ABSTRACT SPEC., INC

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ISSUED BY

First American Title Insurance Company

# **Exhibit A**

Commitment No.: 231277P

The Land referred to herein below is situated in the County of Seward, State of Kansas, and is described as follows:

SURFACE AND SURFACE RIGHTS ONLY, IN AND TO:

The Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-two (32) South, Range Thirty-two (32) West of the 6th P.M., Seward County, Kansas, less and except a tract of land beginning at the southeast corner of section 29, go north 1808.5 feet and west 30.0 feet to the point of beginning; thence west a distance of 441.15 feet to the southwest corner of this tract or parcel; thence east a distance of 441.15 feet to the northeast corner of this tract or parcel; thence south a distance of 510.9 feet to the point of beginning.





ISSUED BY

First American Title Insurance Company

# Schedule BI & BII

Commitment No.:

231277P

INFORMATIONAL PURPOSES ONLY

SCHEDULE B, PART1 Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 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. Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara L Willimon, filed May 30, 2019, in Seward County District Court, Case No. 2019-ST-236, in the amount of \$1,724.58, plus costs, interest and penalties, if any.
- 6. Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara L Willimon, filed June 23, 2022, in Seward County District Court, Case No. 2022-ST-272, in the amount of \$1,246.18, plus costs, interest and penalties, if any.
- Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara L. Willimon, filed August 24, 2022, in Seward County District Court, Case No. 2022-ST-326, in the amount of \$2,446.80, plus costs, interest and penalties, if any.
- 8. Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara L Willimon, filed September 30, 2022, in Seward County District Court, Case No. SW-2022-ST-355, in the amount of \$1,189.72, plus costs, interest and penalties, if any.
- Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara L Willimon, filed November 4, 2022, in Seward County District Court, Case No. SW-2022-ST-392, in the amount of \$1,184.33, plus costs, interest and penalties, if any.
- 10. Proper Satisfaction of the TAX WARRANT in favor of the Kansas Department of Revenue, against Sara L Willimon, filed December 9, 2022, in Seward County District Court, Case No. SW-2022-ST-465, in the amount of \$1,203.72, plus costs, interest and penalties, if any.
- 11. Secure and submit to this office for our file a properly executed owners affidavit from Allan Willimon and Sara Willimon evidencing

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# Schedule BI & BII

(Continued)



the fact that there are no amounts due and owing for labor performed or materials furnished for improvements to the described premises within the past 130 days which could possibly lead to the filing of a mechanics' or materialmen's lien.

- 12. Secure and submit to this office, for our file, a properly executed Survey Affidavit.
- 13. Submit to this office a properly completed Distribution of Sellers Net Proceeds.
- 14. NOTE: State of Kansas, County of Seward recording information as through 12/31/2020. Recording Fees:

Deed

\$21.00 first page, \$17.00 each additional page thereafter

Mortgage

Commitment No.:

231277P

\$21.00 first page, \$17.00 each additional page thereafter

The State of Kansas requires that deeds transferring real estate must be accompanied by the Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller), Grantee (Buyer), or the Real Estate Agent. Certain exemptions do apply.

15. NOTE: If the subject property contains a Mobile Home/Manufactured Housing Unit/Modular Home located on the premises Evidence of Title Elimination must be provided to our office prior to dosing for review or further requirements may be made.

#### SCHEDULE B, PART II **Exceptions**

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

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

- Any defect, lien, encumbrance, adverse daim, 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
- 2. Rights or daims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an 4. accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
- Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown 5. by the Public Records at Date of Policy.
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

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#### Schedule Bl & Bll (Continued)

INFORMATIONAL PURPOSES ONLY

Commitment No.: 231277P

- 7. General ad valorem taxes for the year 2023 and subsequent years which are not yet due and payable. Tax ID# TF0556A 2022 Taxes WERE \$2,444.28, paid in full.
- 8. 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, exception, conveyance reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown on Schedule B.
- 9. Right of Way from State Life Insurance Company to Panhandle Eastern Pipeline Company dated and recorded August 31, 1937 in Book 46 at Page 124.
- 10. Resolution from State Life Insurance Company to Public dated and recorded February 4, 1945 in Book 73 at Page 92.
- 11. Easement from Reta Jane Kane to Mid-American Pipeline Company dated October 19, 1992 and recorded October 30, 1992 in Book 436 at Page 229.
- 12. Right of Way Grant from Sara Willimon to KN Gas Gathering Inc. dated and recorded June 2, 1998 in Book 493 at Page 1072.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part II-Exceptions.

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