

BIDDER INFORMATION PACKET



PROPERTY ADDRESS:
00000 & 18595 Knight Rd.
Westmoreland, KS 66549

AUCTION DATE & TIME: September 11, 2025, at 11:00 AM CDT

AUCTION LOCATION: Westmoreland Community Center

201 Main St., Westmoreland, KS

ONLINE BIDDING: gavelroads.com



Lori Rogge, Broker & Auctioneer
785-556-7162 | lori@genefrancis.com
www.genefrancis.com

BIDDER INFORMATION PACKET

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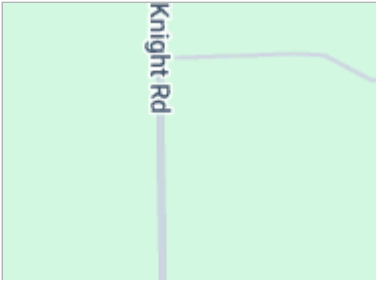


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MLS BIDDER PACKET



MLS # 659999
Status Active
For Sale/Auction/For Rent Auction
Class Land
Property Type Farm
County Pottawatomie
Address 00000 Knight Rd
Address 2 Tract 2
City Westmoreland
State KS
Zip 66549



GENERAL

List Agent - Agent Name and Phone Lori Rogge - cell: 785-556-7162
List Office - Office Name and Phone Gene Francis & Associates - Office: 785-556-7162
Showing Phone 785-556-7162
Zoning Usage Agriculture
Parcel ID 075-103-05-0-00-00-003.00-0
Number of Acres 68.00
Lot Size/SqFt 2962080
School District Rock Creek School District (USD 323)
Legal See Legal Description in Documents

DIRECTIONS

Directions From KS Hwy 16, turn south on Knight Rd., continue for 2.8 miles. Property is on the east side of the road. From KS-99, turn west on Huff Rd., continue for 2 miles. Turn north on Knight Rd., continue for 0.2 mi. Property is on the east side of the road.

FEATURES

SHAPE / LOCATION Irregular Corner	UTILITIES AVAILABLE Electricity Other/See Remarks	SALE OPTIONS None	OWNERSHIP Individual
TOPOGRAPHIC Rolling Treeline Other/See Remarks	IMPROVEMENTS Fencing	PROPOSED FINANCING Conventional Government Agency 1031 Exchange	TYPE OF LISTING Excl Right w/Reserve
PRESENT USAGE Hay (Various Types) Tillable	OUTBUILDINGS None	POSSESSION At Closing	BUILDER OPTIONS Open Builder
ROAD FRONTAGE Gravel	MISCELLANEOUS FEATURES None	SHOWING INSTRUCTIONS Call Showing #	CROPS Hay Milo Tenant Owned
	DOCUMENTS ON FILE Sellers Prop. Disclosure Survey	LOCKBOX None	PROPERTY USE Agricultural
	FLOOD INSURANCE Unknown	AGENT TYPE Sellers Agent	

FINANCIAL

Assumable Y/N No
General Taxes \$479.16
General Tax Year 2024
Total Specials \$0.00
HOA Y/N No
Earnest \$ Deposited With Charlson & Wilson

PUBLIC REMARKS

Public Remarks LIVE & ONLINE MULTI-PARCEL LAND AUCTION! Thursday, September 11 at 11:00 AM at Westmoreland Community Center, 201 Main St., Westmoreland, KS. Online bidding at Gavel Roads website. **Just 25 minutes from Manhattan, KS, off Hwy 16 you'll find this 68± acres of scenic Pottawatomie County land, featuring 16± acres of cultivation and 52± acres of hay meadow, timber, creek and natural wildlife habitat. Deer and turkey are regular visitors. Whether you're looking for a future home site, hunting ground, recreational retreat, or continued agricultural use, this property offers a wealth of opportunity. A tenant currently has sorghum planted for silage, and the hay meadow is scheduled to be baled. The seller will receive cash rent for the 2025 crop year, and tenant rights will remain in place until year end. Electricity and fiber optic are available on site, enhancing its appeal for both development and rural living. Buyers should contact Pottawatomie County Planning & Zoning for regulations related to building or development, and Pottawatomie County Rural Water District #3 or a licensed well driller for information on water resources. *In addition to the agricultural property, there is an extraordinary, private retreat including a high-quality custom home nestled on 12+/- secluded acres and offering over 5,600 sq ft of exceptional living space. Built with energy efficiency and durability in mind, the home features insulated concrete form (ICF) construction, a geothermal system, and a stone-coated steel shingled roof. The stone-accented driveway sets the tone for the impressive features that await—sprawling covered back deck with maintenance-free decking and wood-accent ceiling, an in-ground saltwater pool with new liner, auto cover, and pump, plus a stone fireplace, built-in stucco seating wall, stamped concrete patio, and a fully stocked pond just beyond. Inside, you'll find vaulted ceilings, formal dining, CWP cabinetry, granite countertops, a walk-in pantry, porcelain tile flooring, and a luxurious master suite with dual closets and vanities, a tiled shower, and jetted tub. The expansive lower level includes a wet bar and walks out to the backyard oasis. A 50x80 shop with electric and plumbing completes the property. *Buyers can bid on this 68± acres, home with 12± acres (RSCK MLS #659998), or the entire property! *Showings by Appointment. *Rarely does a property offer such a combination of quality, privacy, and potential—don't miss your chance!

AUCTION

Type of Auction Sale	Reserve
Method of Auction	Live w/Online Bidding
Auction Location	201 Main St, Westmoreland
Auction Offering	Real Estate Only
Auction Date	9/11/2025
Auction Start Time	11 AM
Auction End Date	9/11/2025
Broker Registration Req	Yes
Broker Reg Deadline	9/10/2025
Buyer Premium Y/N	No
Earnest Money Y/N	Yes
Earnest Amount %/\$	10,000.00

TERMS OF SALE

Terms of Sale Terms: Earnest money is required and shall be paid the day of the auction with the balance due on or before October 11, 2025. Earnest money to be paid: \$10,000 for each tract. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no Buyer's premium.

ADDITIONAL PICTURES



DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

MLS BIDDER PACKET



MLS # 659998
Status Active
For Sale/Auction/For Rent Auction
Address 18595 Knight Rd
Address 2 Tract 1
City Westmoreland
Zip 66549



KEYWORDS

AG Bedrooms	4	Approximate Age	6 - 10 Years
Total Bedrooms	5.00	Approx. AGLA	2815
AG Full Baths	2	Approx. BFA	1830.00
Total Full Baths	3	Approx. TFLA	4,645
AG Half Baths	1	Number of Acres	11.81
Total Half Baths	1		
Total Baths	4		
Basement	Yes - Finished		
Levels	One Story		

GENERAL

List Agent - Agent Name and Phone	Lori Rogge - cell: 785-556-7162	List Office - Office Name and Phone	Gene Francis & Associates - Office: 785-556-7162
Showing Phone	785 556 7162	Year Built	2015
Builder		County	Pottawatomie
Parcel ID	075-103-05-0-00-00-003.01-0	School District	Rock Cr323
Legal	See Legal Description in Documents		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	17.5 x 13
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	21 x 13	Living Room Flooring	Tile
Kitchen Level	Main	Kitchen Dimensions	12.8 x 17.5
Kitchen Flooring	Tile	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Dining Room
Room 4 Dimensions	13 x 13	Room 4 Flooring	
Room 5 Level	Main	Room 5 Type	Laundry
Room 5 Dimensions	10.5 x 12	Room 5 Flooring	
Room 6 Level	Main	Room 6 Type	Bedroom
Room 6 Dimensions	15.5 x 14	Room 6 Flooring	Carpet
Room 7 Level	Main	Room 7 Type	Bedroom
Room 7 Dimensions	11 x 14.5	Room 7 Flooring	Carpet
Room 8 Level	Main	Room 8 Type	Bedroom
Room 8 Dimensions	11 x 11	Room 8 Flooring	Carpet
Room 9 Level	Basement	Room 9 Type	Bedroom
Room 9 Dimensions	13.5 x 12	Room 9 Flooring	Carpet

DIRECTIONS

Directions From KS Hwy 16, turn south on Knight Rd., continue for .75 miles. Property is on the east side of Knight Rd and north side of Huff Rd. From KS-99, turn west on Huff Rd., continue for 2 miles. Property is on north side of Huff Rd and east side of Knight Rd.

FEATURES

ARCHITECTURE Ranch	BASEMENT / FOUNDATION Full	APPLIANCES Dishwasher Microwave Refrigerator Range/Oven	POSSESSION At Closing
EXTERIOR CONSTRUCTION Insulated Concrete Form	Day Light Walk Out Below Grade Concrete		PROPOSED FINANCING Conventional
ROOF Other/See Remarks	BASEMENT FINISH 1 Bedroom 1 Bath Bsmt Rec/Family Room Game Room	MASTER BEDROOM Master Bdrm on Main Level Master Bedroom Bath Sep. Tub/Shower/Mstr Bdrm Jetted Tub	WARRANTY No Warranty Provided
LOT DESCRIPTION Pond/Lake Wooded			OWNERSHIP Individual
FRONTAGE			PROPERTY CONDITION REPORT Yes

FEATURES

Unpaved Frontage	Kitchen	AG OTHER ROOMS	DOCUMENTS ON FILE
EXTERIOR AMENITIES	COOLING	Mud Room	Sellers Prop. Disclosure
In Ground Pool	Central	Pantry	Survey
Swimming Pool Equipment	Geothermal	LAUNDRY	SHOWING INSTRUCTIONS
Antenna	HEATING	Main Floor	Appt Req-Call Showing #
Patio	Geothermal	Wash Sink	LOCKBOX
Covered Patio	DINING AREA	INTERIOR AMENITIES	Combination
Covered Deck	Eating Bar	Ceiling Fan(s)	TYPE OF LISTING
Fence-Other/See Remarks	Eating Space in Kitchen	Closet-Walk-In	Excl Right w/Reserve
Outbuildings	Living/Dining Combo	Owned Water Softener	AGENT TYPE
GARAGE	FIREPLACE	Wtr Purification/Filtrat.	Sellers Agent
Attached	One	Wired for Surround Sound	
FLOOD INSURANCE	KITCHEN FEATURES		
Unknown	Eating Bar		
UTILITIES	Island		
Lagoon	Pantry		
Rural Water	Granite Counters		

PERSONAL PROPERTY

Personal Property See Sellers Disclosure

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Earnest \$ Deposited With	Charlson & Wilson
Rental Amount			
General Property Taxes	\$4,804.58		
General Tax Year	2024		
Total Specials	\$0.00		

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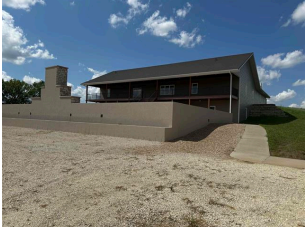
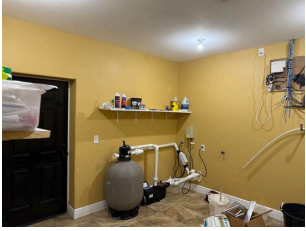
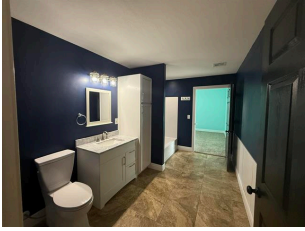
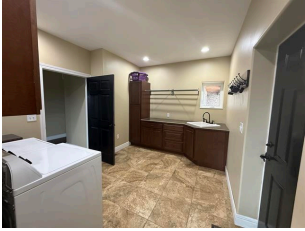
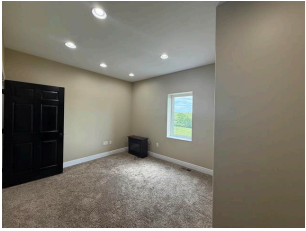
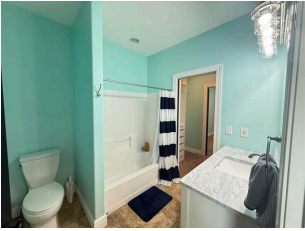
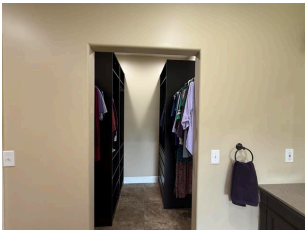
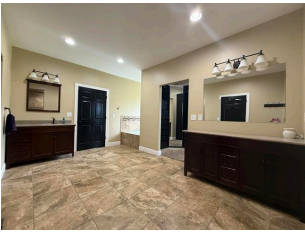
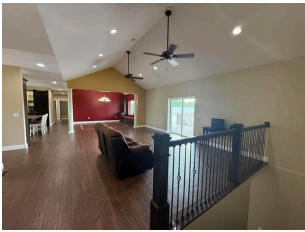
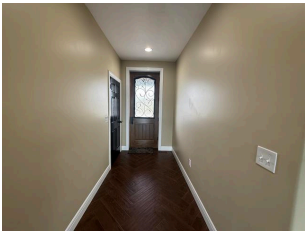
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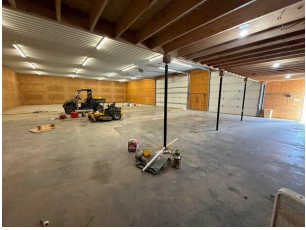
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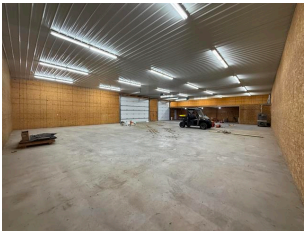
ADDITIONAL PICTURES



Garage



Basement



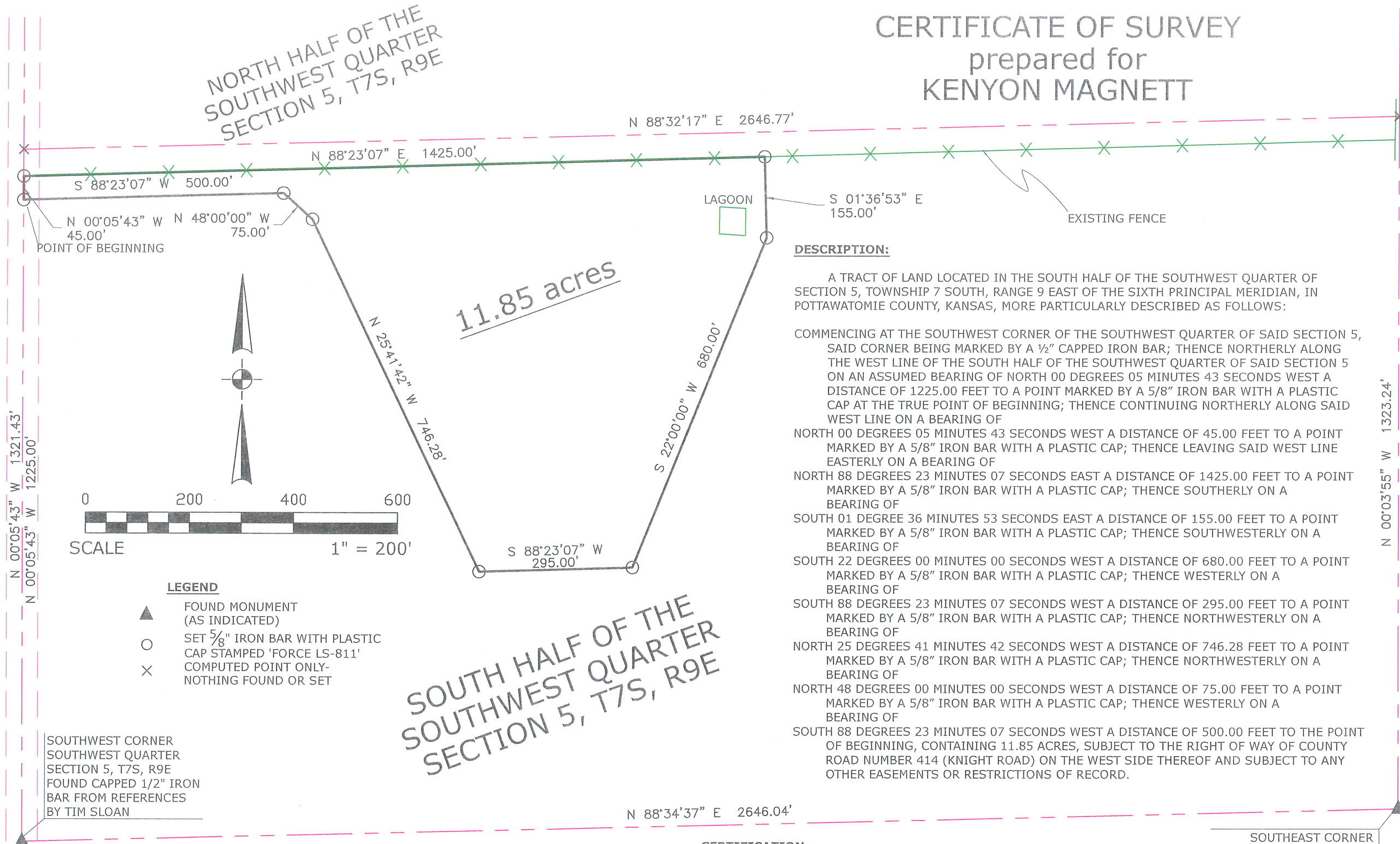
Garage



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KNIGHT ROAD
COUNTY ROAD No. 414
(60' R/W)



CERTIFICATE OF SURVEY

prepared for

KENYON MAGNETT

Phone: 785-396-4480
Email: tforce@bluevalley.net

PREPARED BY
TERRY FORCE, RLS
342 MAIN STREET
WHEATON, KANSAS 66521

FORCE
LAND
SURVEYING

Kenyon Magnett
18595 Knight Road
Westmoreland, Kansas 66549

PREPARED FOR
Kenyon Magnett

Date: 4/12/2015
Scale: 1"=200'
Sheet No. 1-OF-2
Project No. 98683



**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:** Marsha Boswell & Kenyon Magnett

2
3 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure
4 Addendum, or described below)
5 South Half of the Southwest Quarter less 11.85 acres of 5-7-9E

6 Approximate date SELLER purchased Property is 2013. Property is

7 currently zoned as Agricultural.

8 Please be as complete and accurate as possible when answering the questions in this disclosure. Attach
9 additional sheets if space is insufficient for all applicable comments. SELLER acknowledges and
10 understands that the Broker(s) and potential buyer of the Property will rely upon the accuracy of facts and
11 opinions set forth in this statement.
12

13 **1. WATER SOURCE:** ☐ Public ☐ Private ☐ Well ☐ Cistern ☐ Other

14 (a) If well water, state type _____ depth _____

15 Diameter _____ age _____

16 Has water ever been tested? Yes ☐ No ☐

17 If yes, provide results of such tests in separate documentation.

18 (b) Other water systems & their condition: _____

19 (c) Comments: Explore rural water (RWD #3) or well drilling
20

21 **2. GAS/ELECTRIC:**

22 (a) Is there electric service on or to the Property? Yes ☒ No ☐

23 If yes, is there a meter? Yes ☐ No ☒

24 If yes, what is the distance to the electrical service? _____

25 (b) Does the Property have heating systems? Yes ☐ No ☒

26 ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____

27 Unit Age of Unit Leased Owned Location Last Date Serviced/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 (e) Comments: _____
35

36 **3. LAND (SOILS, DRAINAGE, BOUNDARIES):**

- 37 (a) Is the property or any portion thereof located in a flood zone, wetlands area or proposed to be
38 located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒
39 (b) Are you aware of drainage or flood problems on Property or adjacent properties? Yes ☐ No ☒
40 (c) Have any neighbors complained that Property causes drainage problems? Yes ☐ No ☒
41 (d) Has the Property had a stake survey? Yes ☒ No ☐
42 If yes, attach copy.
43 (e) Are the boundaries of the Property marked in any way? Yes ☒ No ☐
44 (f) Do you have an Improvement Location Certificate (ILC) for the Property? Yes ☐ No ☒
45 (g) Is there fencing on the Property? Yes ☒ No ☐
46 If yes, does the fencing belong to the Property? Yes ☒ No ☐
47 (h) Are you aware of any encroachments, boundary line disputes, or non-utility
48 easements affecting the Property? Yes ☐ No ☒
49 (i) Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth
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 _____

- 54 (j) Are you aware of any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒

55 **4. SEWAGE:**

- 56 (a) Does the Property have any sewage facilities on or connected to it? Yes ☐ No ☒
57 If so, are they:
58 ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Cesspool
59 ☐ Lagoon ☐ Grinder Pump ☐ Other Lagoon to house belongs to 18595 Knight Rd.
60 If applicable, when last serviced? _____
61 By whom? _____
62 (b) Are you aware of any problems relating to the sewage facilities? Yes ☐ No ☐
63

64 **5. HAZARDOUS CONDITIONS:**

65 **Are you aware of:**

- 66 (a) Any underground storage tanks on or near this Property? Yes ☐ No ☒
67 (b) Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
68 tanks, oil spills, tires, batteries, or other hazardous conditions? Yes ☐ No ☒
69 If so, what is the location)? _____
70 (c) Are you in possession of previous environmental reports (e.g., Phase 1
71 Environmental reports)? Yes ☐ No ☒
72 If so, attach a copy of the reports.
73 (d) Any disposal of any hazardous waste products, chemicals, polychlorinated
74 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
75 insulation on the Property or adjacent property? Yes ☐ No ☒
76 (e) Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
77 in wet areas)? Yes ☐ No ☒

- (f) Any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes ☐ No ☒
- (g) Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes ☐ No ☒
- (h) Are you aware of any other environmental conditions on the Property or adjacent Properties? Yes ☐ No ☒
- If yes, explain _____
- (i) Have any tests been conducted on the property? Yes ☐ No ☒
- If yes, explain _____
- (j) Other: _____

6. OTHER MATTERS:

Are you aware of:

- (a) Any violation of zoning, setbacks or restrictions, or non-conforming use? Yes ☐ No ☒
- (b) Any violation of laws or regulations affecting the Property? Yes ☐ No ☒
- (c) Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- (d) Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- (e) Any current or future special assessments to the Property? Yes ☐ No ☒
- (f) Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes ☐ No ☒
- (g) Are you aware of any other condition that may prevent you from completing the sale of the Property? Yes ☐ No ☒
- (h) Any burial grounds on the Property? Yes ☐ No ☒
- (i) Any leases on the Property? Yes ☐ No ☒

If yes, describe or attach copy of lease: _____

If yes, describe tenant's rights and obligations for vacating the Property: _____

- (k) Any public authority contemplating condemnation proceedings? Yes ☐ No ☒
- (l) Any government rule limiting the future use of the Property other than existing zoning and subdivision regulations? Yes ☐ No ☒
- (m) Any government plans or discussion of public projects that could lead to special benefit assessment against the Property or any part thereof? Yes ☐ No ☒
- (n) The Property being placed into any of the government's Farm Plans? Yes ☐ No ☒
- If so, identify the program(s) and briefly describe the details of the program(s) and in what year

does the Property come out of the program? _____

- (o) Any interest in all or part of the Property that has been reserved by previous owner or government action to benefit any other property? Yes ☐ No ☒
- (p) Any unrecorded interests affecting the Property? Yes ☐ No ☒
- (q) Anything that would interfere in passing clear title to the Buyer? Yes ☐ No ☒

7. SELLER OWNS:

Mineral rights ☒ Yes ☐ No

Crops ☒ Yes ☐ No

Water rights ☒ Yes ☐ No

Comments: ORAL CASH LEASE OF \$2640 annually with DAVID VALBURG

SELLER acknowledges that the information contained in this statement is accurate, true and complete to the best of SELLER'S knowledge, information and belief; SELLER has provided all the information contained in this SELLER'S Vacant Land Disclosure and Condition of Property Addendum; and that the Broker has not prepared, nor assisted in the preparation of this Statement. SELLER hereby authorizes Broker to provide copies of this Statement to other real estate brokers and agents and prospective buyers of the Property.

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

Marsha Bonnell 7/18/25 [Signature] 7/18/25
SELLER DATE SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge and that SELLER need only make an honest effort at fully revealing the information requested.
2. This property is being sold to me without warranties or guaranties of any kind by SELLER or BROKER(S) or agents concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or BROKER (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have the property examined by professional inspectors.
4. I acknowledge that neither SELLER nor BROKER is an expert at detecting or repairing physical defects in the Property.
5. I specifically represent that there are no important representations concerning the condition or value of the Property made by SELLER or BROKER on which I am relying except as may be fully set forth in writing and signed by them.

BUYER DATE BUYER DATE

Approved by Legal Counsel of the First 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

Serial#: 090484-700175-2789619

Prepared by: Lori Rogge | Gene Francis & Associates | lori@genefrancis.com |

Form
Simplicity



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

1 **SELLER:** Marsha Boswell & Kenyon Magnett

2 **PROPERTY:** 18595 Knight Rd., Westmoreland, KS 66549

3

4 **1. SELLER'S INSTRUCTIONS**

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts, past and present,
6 **KNOWN TO SELLER** which may materially affect the value of the Property. This disclosure statement is
7 designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers
8 will rely on this information.

9

10 **2. NOTICE TO BUYER**

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not
12 a substitute for any inspections or warranties. It is not a warranty of any kind by SELLER or a warranty
13 or representation by the Broker(s) or their licensees.

14

15 **3. OCCUPANCY**

16 Approximate age of Property? 10 years How long have you owned? 10 years

17 Does SELLER currently occupy the Property? Yes ☒ No ☐

18 If not, how long has it been since SELLER occupied the Property? _____ years/months.

19

20 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH
21 SELLER'S LAND DISCLOSURE ALSO.)**

22 (a) Fill or expansive soil on the Property? Yes ☐ No ☒

23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on
24 the Property? Yes ☐ No ☒

25 (c) Is the Property in a mapped Fort Riley noise zone? Yes ☐ No ☒

26 (d) Is the Property in a mapped airport overlay district zone? Yes ☐ No ☒

27 (e) In which Unified School District (USD) is the Property located? Rock Creek

28 (f) Is the Property or any portion thereof located in a flood zone or wetlands area,
29 as designated by FEMA or any federal, state or local governmental agency? Yes ☐ No ☒

30 (g) Do you pay flood insurance premiums? Yes ☐ No ☒

31 (h) If yes, is it required by your current mortgage lender? Yes ☐ No ☐

32 (i) Drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒

33 (j) Are the boundaries of the Property marked in any way? Yes ☒ No ☐

34 (k) Do you have a Certificate of Survey of the Property? If yes, attach copy Yes ☒ No ☐

35 (l) Encroachments, boundary line disputes, or non-utility easements affecting
36 the Property? Yes ☐ No ☒

37 (m) Any fencing on the Property? Yes ☒ No ☐

38 (n) If yes, does fencing belong to the Property? Yes ☐ No ☒

39 (o) Diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒

40 (p) Gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒

41 If any of the answers in this section are "Yes", explain in detail: _____

42 _____

43 _____

44 _____

45 _____

46 **5. ROOF:**

47 (a) Approximate Age: 10 years ☐ Unknown

48 Type: Stone coated steel roofing shingles

49 (b) Any problems with the roof, flashing or rain gutters? Yes ☐ No ☒

50 If so, what was the date of the occurrence? _____

51 (c) Any repairs to the roof, flashing or rain gutters? Yes ☐ No ☒

52 Date of and company performing such repairs _____ / _____

53 (d) Any roof replacement?

54 If yes, was it: ☐ Complete or ☐ Partial Yes ☐ No ☒

55 (e) What is the number of layers currently in place: 1 layers, or ☐ Unknown.

56 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and

57 other documentation are attached) _____

58 _____

59 _____

60 _____

61 _____

62 **6. INFESTATION – ARE YOU AWARE OF:**

63 (a) Any termites, wood destroying insects, or **other** pests on the Property? Yes ☐ No ☒

64 (b) Any damage to the property by termites, wood destroying insects or **other**
65 pests? Yes ☐ No ☒

66 (c) Any termite, wood destroying insects or other pest control treatments on the
67 Property in the last five years? Yes ☐ No ☒

86 If yes, list company, *when and where* treated _____

69 (d) Any warranty, bait stations or other treatment coverage by a licensed pest
70 control company on the Property? Yes ☐ No ☒

71 If yes, the annual cost of service renewal is \$ _____ and the time remaining on the
72 service contract is _____. (Check One)

73 ☐ The treatment system stays with the Property, or ☐ the treatment system is subject to
74 removal by the treatment company if annual service fee is not paid.

75 If any of the answers in this section are "Yes", explain in detail (attach any receipts): _____

76 Termite inspection in 2024 passed

77 _____

78 _____

79 _____

7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS — ARE YOU AWARE OF:

- (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes ☐ No ☒
- (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes ☒ No ☐
- (c) Any corrective action taken including, but not limited to piling or bracing? Yes ☐ No ☒
- (d) Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☒
- (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- (g) Any problems with fireplace and/or chimney? Yes ☐ No ☒
- Date of last cleaning? _____
- (h) Does the Property have a sump pump? Yes ☐ No ☒
- (i) Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☒ No ☐

If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts:

garage floor on
south wall settled. Fixed in 2024 by
Thrasher Concrete Repair.

8. ADDITIONS AND/OR REMODELING:

- (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes ☐ No ☒

If "Yes", explain: _____

- (b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A ☐ Yes ☐ No ☐

If "No", explain: _____

9. PLUMBING RELATED ITEMS:

- (a) What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern

If well water, state type _____ depth _____

diameter _____ age _____

- (b) If the drinking water source is a well, when was the water last tested and what was the result of the test? _____
- (c) Is there a water softener on the Property? Yes ☒ No ☐
(If so, is it: ☐ Leased ☒ Owned?)
- (d) Is there a water purifier system? Yes ☒ No ☐
(If so, is it: ☐ Leased ☒ Owned?)
- (e) What type of sewage system serves the Property? ☐ Public Sewer, or ☐ Private Sewer, or ☐ Septic System, or ☐ Cesspool, or ☒ Lagoon, or ☐ Other _____
- (f) If there is a septic system, is there a sewage pump on the septic system? ... Yes ☐ No ☐
- (g) Is there a grinder pump system? Yes ☐ No ☒
- (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- (i) Is there a sprinkler system? Yes ☐ No ☒
Does sprinkler system cover full yard? N/A ☐ Yes ☐ No ☐
If "No", explain: _____
- (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes ☐ No ☐
Are city/county compliance inspections required? Yes ☐ No ☐
If yes, date of last inspection _____
- (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes ☐ No ☒
- (l) Type of plumbing material currently used in the Property:
☐ Copper ☐ Galvanized ☒ Other PEX
The location of the main water shut-off is in basement utility room.
- (m) The location of the sewer line clean out trap is: _____
- If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation: _____

10. HEATING AND AIR CONDITIONING:

- (a) Does the Property have air conditioning? Yes ☒ No ☐

☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)

Unit	Age of Unit	Leased	Owned	Location	Last Date Serviced/By Whom?
1. geothermal	10 yrs		owned	basement	2024
2.					

153 (b) Does the Property have heating systems? Yes ☒ No ☐
154 ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Fuel Tank ☒ Other geothermal
155 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
156 1. 10 yrs - owned - basement - 2024
157 2. _____

158 (c) Are there rooms without heat or air conditioning? Yes ☐ No ☒
159 If yes, which room(s)? _____

160 (d) Does the Property have a water heater? Yes ☒ No ☐
161 ☒ Electric ☐ Gas ☐ Solar
162 Unit Age of Unit Capacity (gallons) Location Last Date Serviced/By Whom?
163 1. 10 yrs - 100 gal basement n/a
164 2. _____

165 (e) Are you aware of any problems regarding these items? Yes ☐ No ☒
166 If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail: _____
167 _____
168 _____
169 _____

171 11. ELECTRICAL SYSTEM:

172 (a) Type of material used: ☒ Copper ☐ Aluminum ☐ Unknown
173 (b) Type of electrical panel(s): ☒ Breaker ☐ Fuse
174 Location of electrical panel(s): basement utility room
175 Size of electrical panel (total amps), if known: _____
176 (c) Are you aware of any problem with the electrical system? Yes ☐ No ☒

177 If "Yes", explain in detail: GFI are all breakers
178 _____
179 _____
180 _____
181 _____

182 12. HAZARDOUS CONDITIONS:

183 (a) Underground tanks on the Property? Yes ☐ No ☒
184 (b) Landfill on the Property? Yes ☐ No ☒

- 185 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes ☐ No ☒
186 (d) Has the Property been tested for any of the above listed items? Yes ☐ No ☒
187 (e) Have you had the property tested for radon? Yes ☒ No ☐
188 (f) Have you had the property tested for mold? Yes ☐ No ☒
189 (g) Are you aware of any other environmental issues? Yes ☐ No ☒
190 (h) Are you aware of any methamphetamine or controlled substances ever being
191 used or manufactured on the Property? Yes ☐ No ☒

192 If your answer to any of the questions in this section is "Yes", explain in detail and attach test

193 results: Radon tested in 2024 + passed

194

195

196

197 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 198 (a) Are you aware of any current/pending bonds, assessments, or special taxes
199 that apply to Property? Yes ☐ No ☒

200 Amount: \$ _____

- 201 (b) Are you aware or have you received any notice of any condition or proposed
202 change in your neighborhood or surrounding area? Yes ☐ No ☒

- 203 (c) Is the Property subject to covenants, conditions, and restrictions of a
204 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒

- 205 (d) Are you aware of any violations of such covenants and restrictions? Yes ☐ No ☒

- 206 (e) Does the Homeowner's Association impose its own transfer fee when this
207 Property is sold? Yes ☐ No ☒

208 If "yes", what is the amount? \$ _____

- 209 (f) Homeowners Association dues in the amount of \$ _____ are payable ☐ yearly ☐ quarterly
210 ☐ monthly. Homeowners Association contact name, phone number, website, or email address:

- 212 (g) Are you aware of any defect, damage, proposed change or problem with any
213 common elements or common areas? Yes ☐ No ☒

- 214 (h) Are you aware of any condition or claim which may result in any change to
215 assessments or fees? Yes ☐ No ☒

- 216 (i) Are streets privately owned? Yes ☐ No ☒

- 217 (j) Is Property in a historic, conservation or special review district that
218 requires any alterations or improvements to Property be approved by a
219 board or commission? Yes ☐ No ☒

- 220 (k) Is Property subject to tax abatement? Yes ☐ No ☒

- 221 (l) 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, including

223 amounts, if applicable: _____

224

225

226

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 affect
- 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? Yes ☐ No ☒
- 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 all 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 (l) 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? Yes ☐ No ☒
- 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
- 254 past five years? Yes ☒ No ☐
- 255 (q) Are there any transferable warranties on the Property or any of its
- 256 components? Yes ☐ No ☒
- 257 (r) Have you made any insurance or other claims pertaining to this Property
- 258 in the past 5 years? Yes ☐ No ☒
- 259 (s) If yes, were repairs from claim(s) completed? Yes ☐ No ☐
- 260 Are you aware of any use of synthetic stucco in the Property? Yes ☐ No ☒

261 If any of the answers in this section are "Yes", (except i), explain in detail: _____

262 Blew in insulation in attic

263 New oven + dishwasher in 2022

264 **15. UTILITIES:** Identify the name and phone number for utilities listed below.

265 Electric Company Name - Bluestem Phone _____

266 Gas Company Name - n/a Phone _____

267 Water Company Name - Rural Water #3 Phone _____

16. PERSONAL PROPERTY, EQUIPMENT AND APPLIANCES

In consideration of Buyer completing the purchase of the property set forth in #1 above and for no additional value, it is agreed that the following items located in the subject property shall transfer to Buyer at closing:

Check if staying:

- | | | |
|---|---|--|
| ☐ Air Conditioning Window Units, # _____ | ☐ Propane Tank | ☐ Stove Vent Hood/Downdraft |
| ☐ Central vac and attachments | ☐ Own ☐ Lease | ☐ Sump Pump |
| ☒ Dishwasher | ☒ Refrigerator | ☒ Swimming Pool & Equipment |
| ☐ Fireplace Insert | Location of Refrigerator <u>kitchen</u> | ☒ TV Antenna/Receiver/Satellite Dish |
| ☒ Garage door opener(s), # <u>3</u> | ☐ Security System | ☒ Own ☐ Lease |
| ☐ Garage Door Transmitter(s), # _____ | ☐ Own ☐ Lease | ☒ Water Softener and/or purifier |
| ☐ Laundry - Washer | ☐ Smart home devices (Identify) _____ | ☒ Own ☐ Lease |
| ☐ Laundry - Dryer | ☒ Spa/Hot Tub/Sauna & Equipment | ☐ Window curtains and drapes |
| ☒ Microwave Oven | ☐ Statuary/Yard Art | (Identify) _____ |
| ☒ Oven ☒ Elec. ☐ Gas ☐ Convection | ☒ Stovetop ☒ Elec. ☐ Gas | ☐ Wood/pellet burning stove |
| ☒ Other <u>Basement refrigerator</u> | ☐ Other _____ | ☐ Other _____ |
| ☒ Other <u>Basement oven</u> | ☐ Other _____ | ☐ Other _____ |
| ☐ Other _____ | ☐ Other _____ | ☐ Other _____ |

17. ADDITIONAL DISCLOSURES

Disclose any material information or property inspections and describe any significant repairs, improvements or alterations to Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, inspection reports, invoices, notices or other documents describing or referring to the matters revealed herein:

- Pool is 20x40 sports pool - 3' at each end, w/ a middle concrete w/ vinyl liner
- New pool liner, auto cover + pump - Sept 2023
- Installed by Paradise Pools, Restucco pool
- New carpet in lower living, staircase + master
- New entrance stone at top of driveway
- Lower refrigerator + oven will stay
- Upper oven + dishwasher replaced in 2022
- Painted exterior in 2024, Add retaining walls + more drainage around decking
- Hot tub needs a heating element

303 The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement
304 is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
305 guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective
306 BUYER of the property and to real estate brokers and salespeople. SELLER will promptly notify
307 Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to
308 Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER,
309 in writing, of such changes. (Initial and date any changes and/or attach a list of additional
310 changes. If attached, # _____ of pages).

311
312 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

313
314 Marsha Bowell 7/18/25 [Signature] 7/18/25
315 SELLER DATE SELLER DATE
316

317 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 318
319 1. I understand and agree that the information in this form is limited to information of which SELLER has
320 actual knowledge and that SELLER need only make an honest effort at fully revealing the information
321 requested.
322 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or Broker(s)
323 or agents concerning the condition or value of the Property.
324 3. I agree to verify any of the above information, and any other important information provided by
325 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
326 independent investigation of my own. I have been specifically advised to have Property examined by
327 professional inspectors.
328 4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects
329 in Property.
330 5. I specifically represent that there are no important representations concerning the condition or value of
331 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing
332 and signed by them.
333
334

335
336 BUYER DATE BUYER DATE

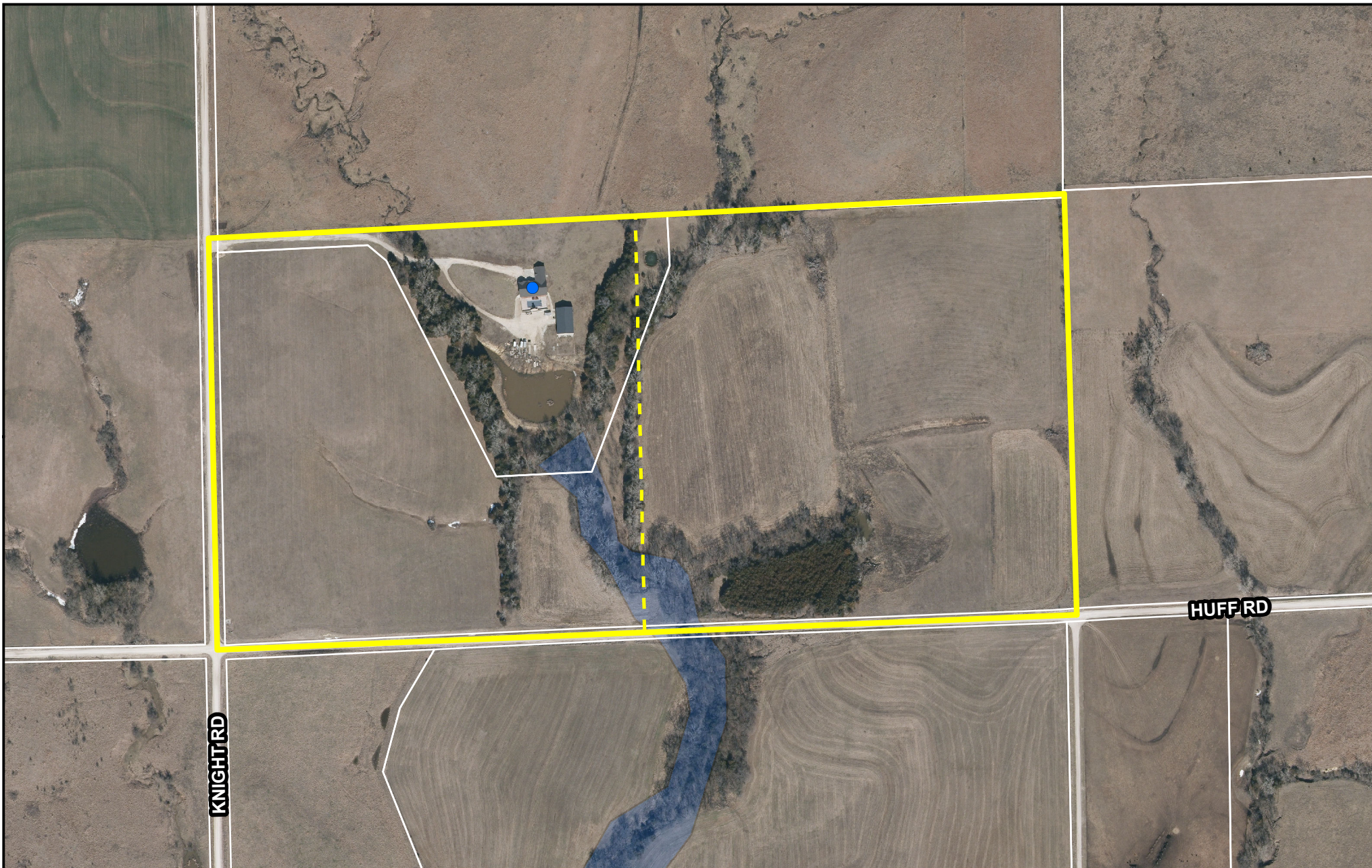
Approved by Legal Counsel of the Flint Hills Association of REALTORS®, Inc. for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity of this form, or that it complies in every respect with the law or that its use is appropriate for all situations. Copyright January 2019.

Seller's Disclosure and Condition of Property Addendum-2019
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Serial#: 030279-700175-2099001

Prepared by: Lori Rogge | Gene Francis & Associates | lod@genefrancis.com |

Form
Simplicity



KNIGHT RD

HUFF RD



400 200 0 400 Feet

18595 Knight Rd - Blaine

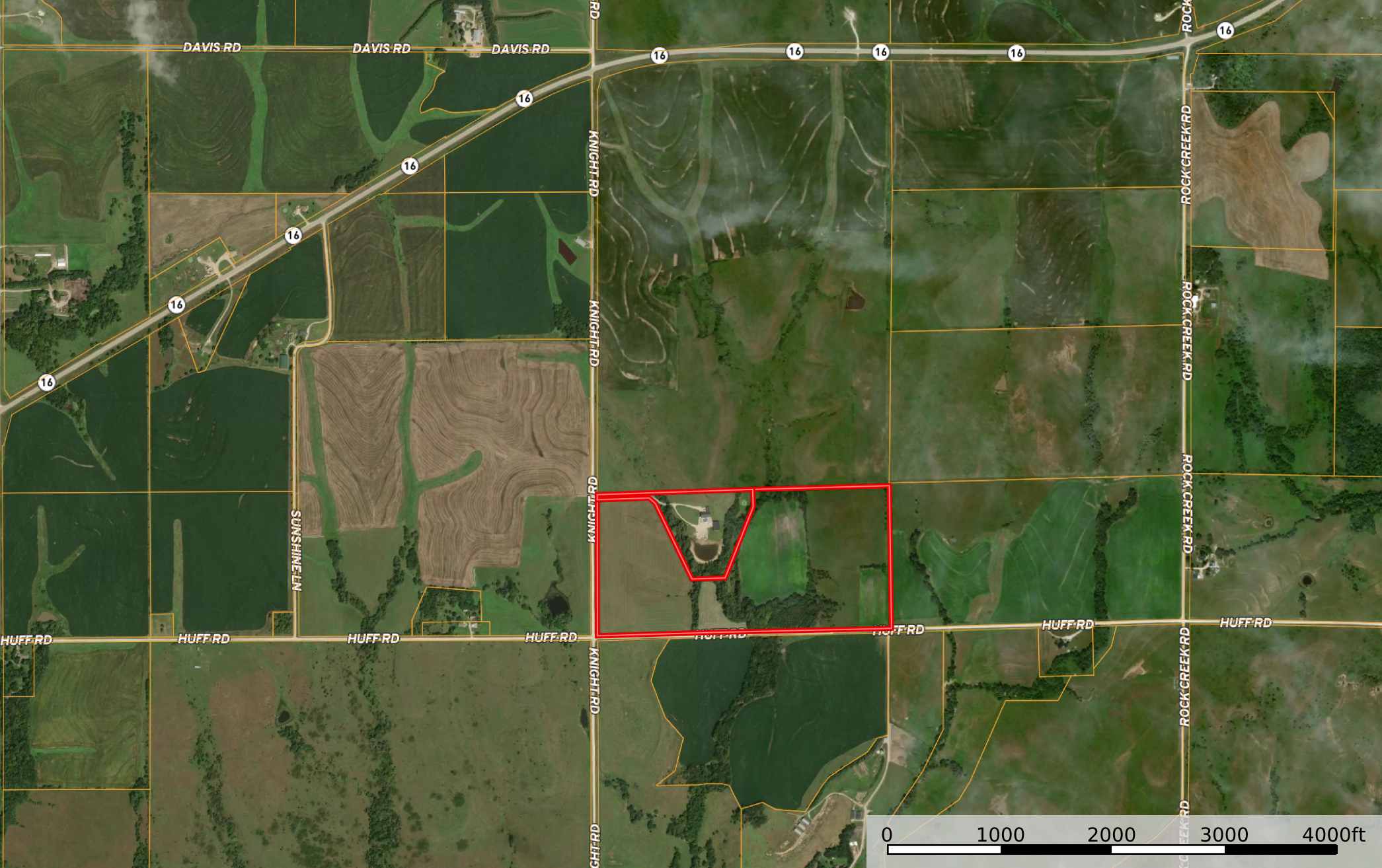
Parcel lines shown are for reference only. Not for survey purposes.

The solid yellow line outlines the South 1/2 of the Quarter Section. The dashed yellow line divides it into the two Quarte-Quarter sections. Two dwellings are permitted in each Quarter-Quarter section before a change in zoning is required, along with the submittal of a subdivision plat and the requirement to enter onto a paved road.



7-11-25

18595 Knight Rd
Kansas, AC +/-

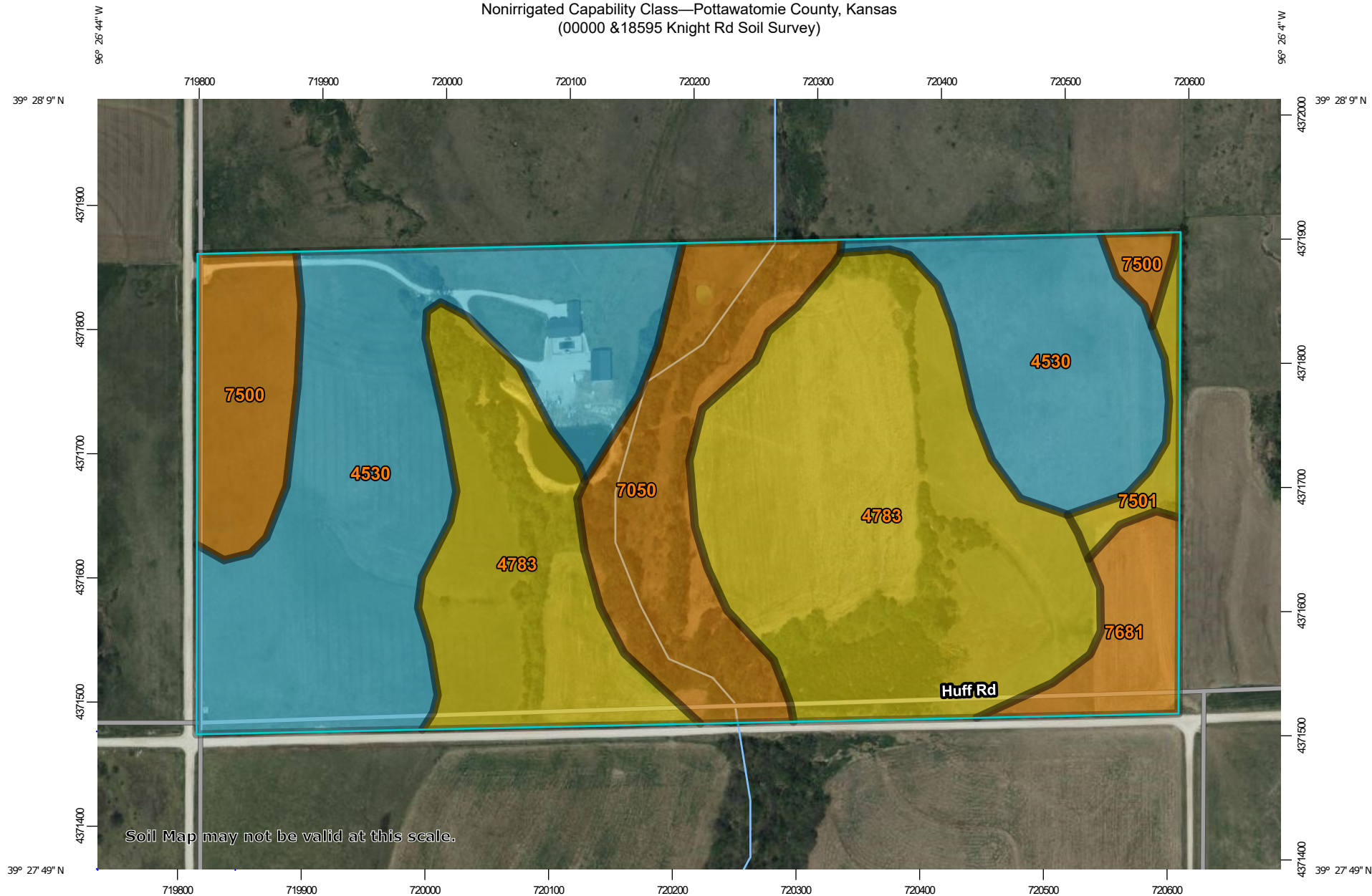


 Boundary



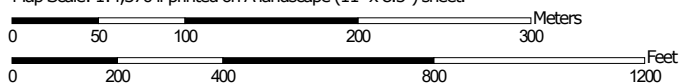
 Boundary  Boundary  Boundary 1  Boundary 1

Nonirrigated Capability Class—Pottawatomie County, Kansas
(00000 & 18595 Knight Rd Soil Survey)



Soil Map may not be valid at this scale.

Map Scale: 1:4,370 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

7/23/2025
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Nonirrigated Capability Class—Pottawatomie County, Kansas
(00000 & 18595 Knight Rd Soil Survey)

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
-  Major 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 scale.

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: Pottawatomie County, Kansas
Survey Area Data: Version 25, Sep 5, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2021—Jun 13, 2021

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
4530	Benfield-Florence complex, 5 to 30 percent slopes	6	27.4	35.9%
4783	Tully silty clay loam, 3 to 7 percent slopes	3	30.4	39.9%
7050	Kennebec silt loam, occasionally flooded	2	9.0	11.7%
7500	Pawnee clay loam, 1 to 4 percent slopes	2	5.2	6.8%
7501	Pawnee clay loam, 4 to 8 percent slopes, eroded	3	1.3	1.7%
7681	Wymore silty clay loam, 1 to 3 percent slopes	2	3.1	4.1%
Totals for Area of Interest			76.3	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



Abbreviated 156 Farm Record

Operator Name : DAVID C VALBURG
CRP Contract Number(s) : None
Recon ID : 20-149-2018-45
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
65.44	16.07	16.07	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	16.07		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

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

NOTES

Tract Number : 646

Description : S2SW4 5-7-9
FSA Physical Location : KANSAS/POTTAWATOMIE
ANSI Physical Location : KANSAS/POTTAWATOMIE
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : KENYON D MAGNETT
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
65.44	16.07	16.07	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	16.07	0.00	0.00	0.00	0.00	0.00



Abbreviated 156 Farm Record

DCP Crop Data

Tract 646 Continued ...

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

NOTES

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, 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. USDA is an equal opportunity provider, employer, and lender.

FSA - 578

REPORT OF COMMODITIES

PROGRAM YEAR: 2025

(Producer Print)

FARM AND TRACT DETAIL LISTING

DATE: 07/23/2025

Producer Name and Address

PAGE: 1

KENYON D MAGNETT

18595 KNIGHT RD

WESTMORELAND, KS 66549-9700

This producer does not have a producer print currently available

FSA - 578 (09-13-16)

Farm Number: 6987

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

DATE: 07/23/2025
PAGE: 1

Operator Name and Address

DAVID C VALBURG
PO BOX 341
WESTMORELAND, KS 66549-0341

Original: JMJ
Revision: _____
Cropland: 16.07
Farmland: 65.44

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Plant Count	Planting Date	Planting Period	End Date
646	9	SORGD		SG	N	C	N	I	A	2.63		Yes			05/16/2025	01	
Producer OP - DAVID C VALBURG						Share 100.00	FSA Physical Location Pottawatomie, Kansas								NAP Unit 2912	Signature Date 07/08/2025	
12		SORGD		SG	N	C	N	I	A	2.78		Yes			05/16/2025	01	
Producer OP - DAVID C VALBURG						Share 100.00	FSA Physical Location Pottawatomie, Kansas								NAP Unit 2912	Signature Date 07/08/2025	
13		SORGD		SG	N	C	N	I	A	10.66		Yes			05/16/2025	01	
Producer OP - DAVID C VALBURG						Share 100.00	FSA Physical Location Pottawatomie, Kansas								NAP Unit 2912	Signature Date 07/08/2025	
<u>Tract 646 Summary</u>																	
<u>PP</u>	<u>Cr/Co</u>	<u>Var/Type</u>	<u>Int Use</u>	<u>Irr Pr</u>	<u>Rpt Unit</u>					<u>Rpt Qty</u>	<u>PP</u>	<u>Cr/Co</u>	<u>Var/Type</u>	<u>Int Use</u>	<u>Irr Pr</u>	<u>Rpt Unit</u>	<u>Rpt Qty</u>
01	SORGD		SG	N	A					16.07							
Photo Number/Legal Description: S2SW4 5-7-9																	
Cropland: 16.07				Reported on Cropland: 16.07				Difference: 0.00				Reported on Non-Cropland: 0.00					

FSA - 578 (09-13-16)

REPORT OF COMMODITIES
FARM SUMMARY

DATE: 07/23/2025
PAGE: 2

Operator Name and Address

DAVID C VALBURG
PO BOX 341
WESTMORELAND, KS 66549-0341

Original: JMJ
Revision: _____
Cropland: 16.07
Farmland: 65.44

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 is estimated to average 30 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 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.

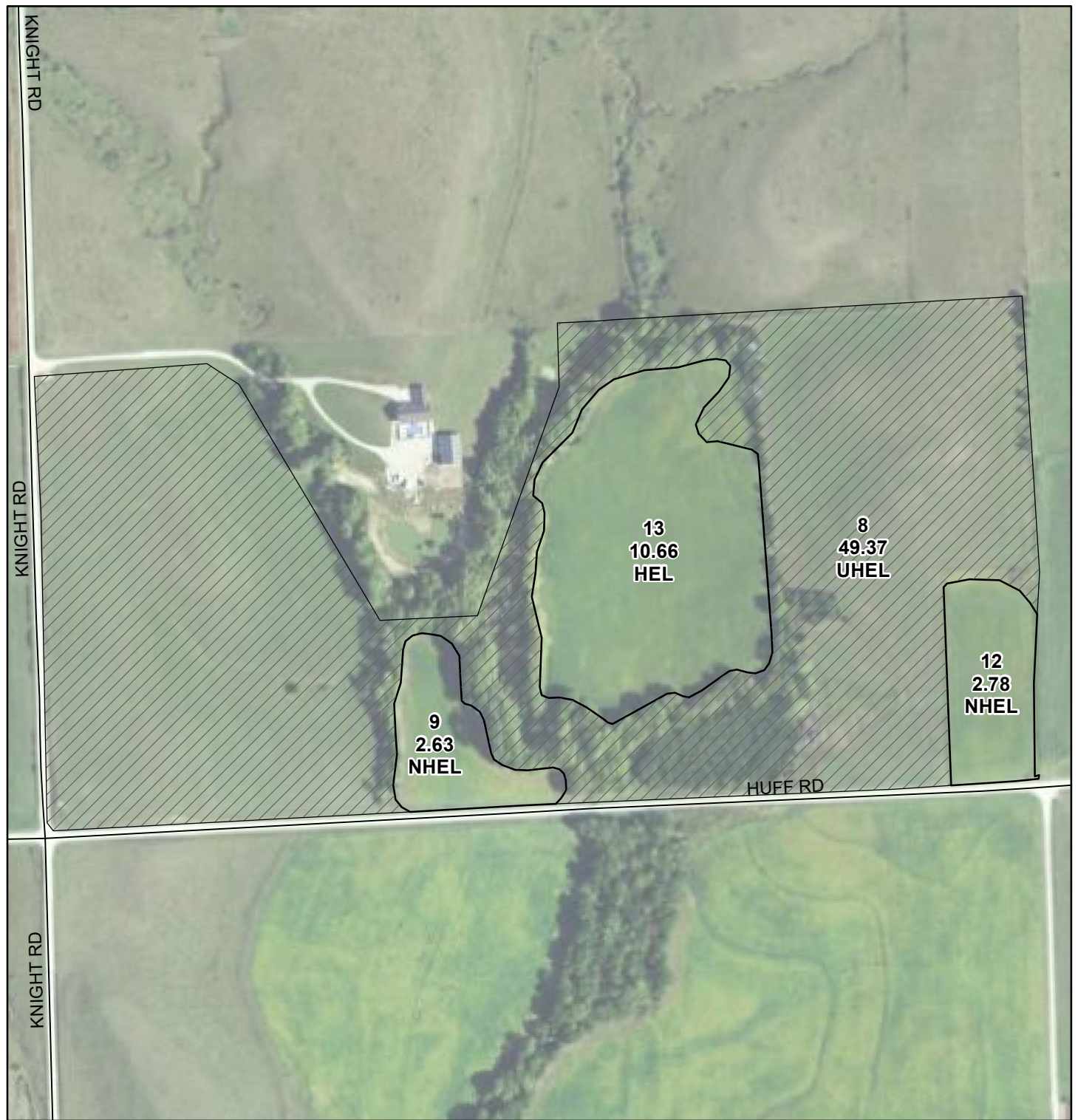
			Crop/ Commodity	Variety/ Type	Share				Crop/ Commodity	Variety/ Type	Share				Crop/ Commodity	Variety/ Type	Share
DAVID C VALBURG			SORGD		100.00												

PP	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity	PP	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity
01	SORGD		SG	N	A	16.07									

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. I certify that for any crop for which NAP coverage has been obtained 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

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 http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



United States Department of Agriculture Farm Service Agency

Pottawatomie County



Map created on 10/14/2022

Farm: 6987
Tract: 646

Land Class

-  Cropland
-  Not Cropland

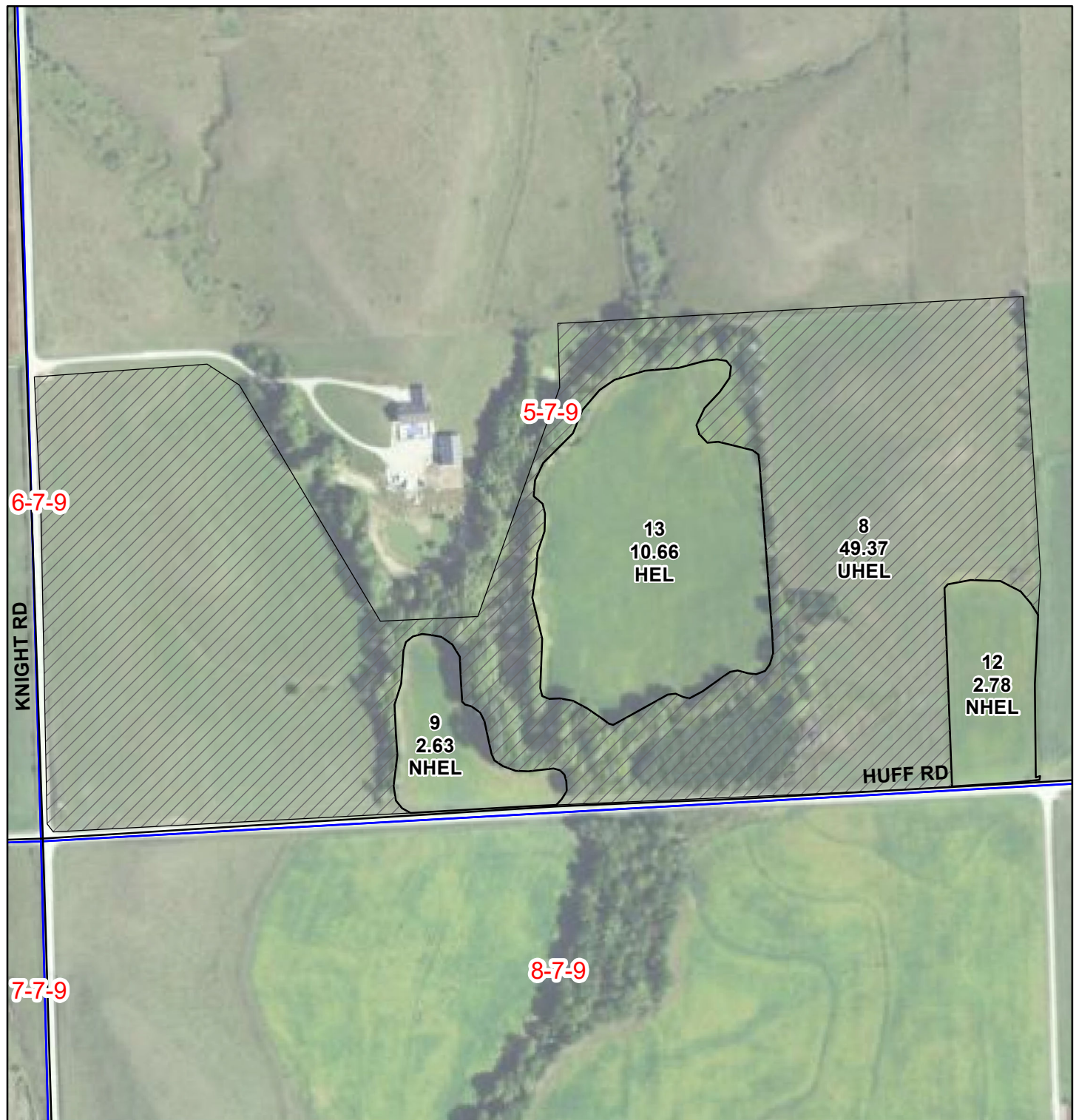
Wetland Determination Identifiers

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass NAG, NI, LS |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG |
| 5/ Grass NAG, NI, GZ | 10/ Grass SMO, NI, LS |

2023 crop year



United States Department of Agriculture Farm Service Agency



Map created on 12/26/2023

Pottawatomie County

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

roads_1_ks149
plss_a_ks149

Land Class

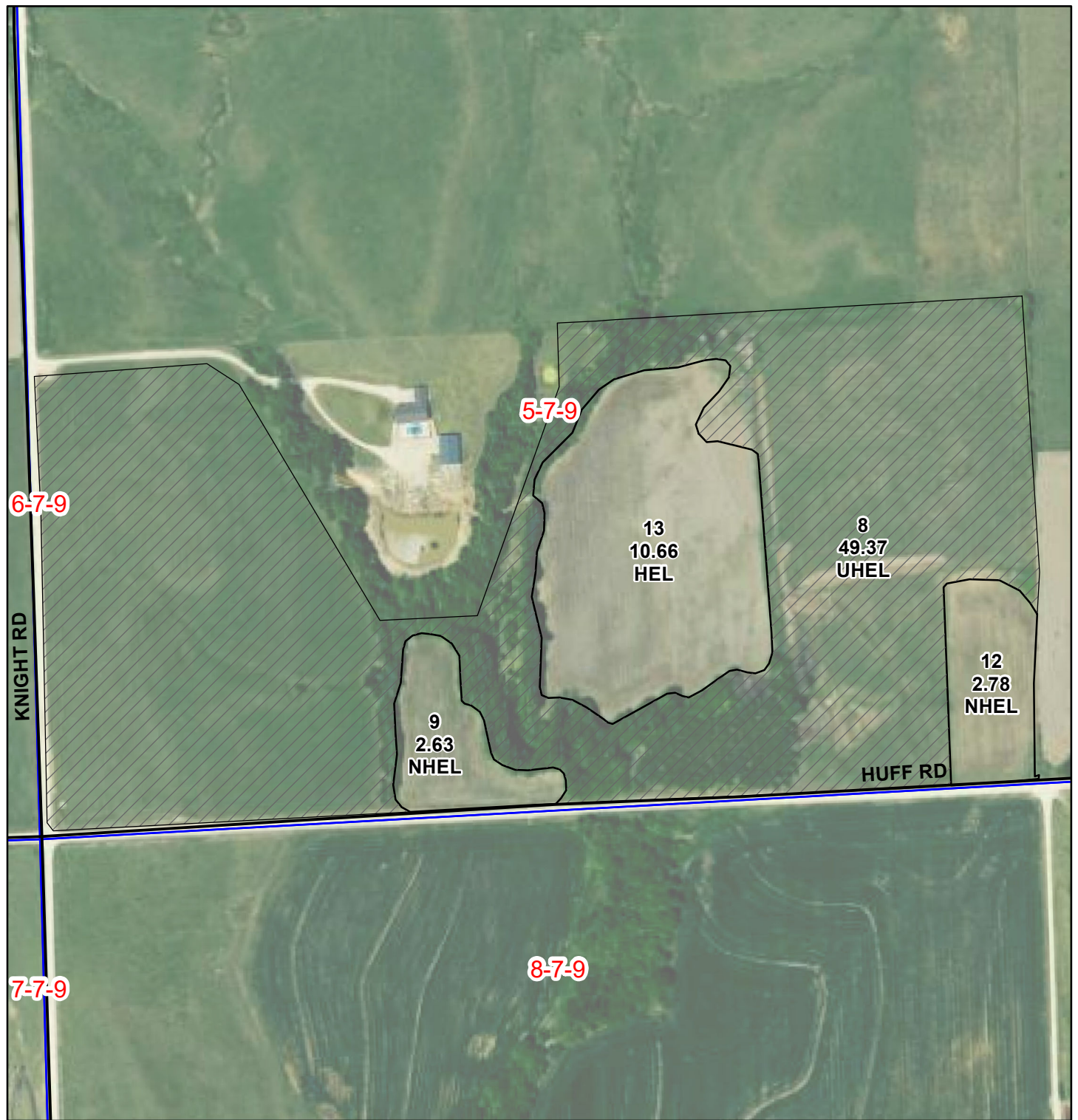
- Cropland
- ▨ Not Cropland

Unless noted on field:

- | | |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass NAG, NI, LS |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG |
| 5/ Grass NAG, NI, GZ | 10/ Grass SMO, NI, LS |

Farm: 6987
Tract: 646

2024 crop year



United States Department of Agriculture Farm Service Agency



Map created on 12/26/2024

Pottawatomie County

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

— localroads_1_ksall_utm14

— plss_a_ks149

Land Class

- Cropland
- ▨ Not Cropland

Unless noted on field:

- | | |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass NAG, NI, LS |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG |
| 5/ Grass NAG, NI, GZ | 10/ Grass SMO, NI, LS |

Farm: 6987
Tract: 646

2025 crop year



CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

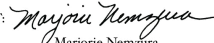
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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CHICAGO TITLE INSURANCE COMPANY

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not be liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (7-1-21) w-KS Mod

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CHICAGO TITLE INSURANCE COMPANY

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance (7-1-21) w-KS Mod

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**

Issuing Office: **111 N. 4th Street, Manhattan, KS 66502**

Issuing Office's ALTA® Registry ID: **0001229**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **200125**

Property Address: **00000 Knight Rd, Blaine, KS 66549**

18595 Knight Rd, Blaine, KS 66549

SCHEDULE A

1. Commitment Date: **August 6, 2025, at 5:00 pm**
2. Policy to be issued: - **PRELIMINARY TITLE COMMITMENT**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:
Tract 1
Kenyon Dale Magnett

Tract 2

Marsha L. Boswell

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

CHICAGO TITLE INSURANCE COMPANY

By: *Callie A. Marka*

Authorized Signatory

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ALTA Commitment for Title Insurance (7-1-21) w- KS Mod

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EXHIBIT "A"

Tract 1

The South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section Five (5), Township Seven (7) South, Range Nine (9) East of the 6th P.M., situate in Pottawatomie County, Kansas, LESS a tract of land conveyed to Marsha L. Boswell in Warranty Deed recorded in Book 705, Page 33, in the office of the Register of Deeds of Pottawatomie County, Kansas.

Tract 2

A tract of land located in the South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section Five (5), Township Seven (7) South, Range Nine (9) East of the Sixth Principal Meridian, in Pottawatomie County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 5, said corner being marked by a 1/2" capped iron bar; thence Northerly along the West line of the South Half of the Southwest Quarter of said Section 5 on an assumed bearing of North 00°05'43" West a distance of 1225.00 feet to a point marked by a 5/8" iron bar with a plastic cap at the true point of beginning; thence continuing Northerly along said West line on a bearing of North 00°05'43" West a distance of 45.00 feet to a point marked by a 5/8" iron bar with a plastic cap; thence leaving said West line Easterly on a bearing of North 88 °23'07" East a distance of 1425.00 feet to a point marked by a 5/8" iron bar with a plastic cap; thence Southerly on a bearing of South 01 °36'53" East a distance of 155.00 feet to a point marked by a 5/8" iron bar with a plastic cap; thence Southwesterly on a bearing of South 22 °00'00" West a distance of 680.00 feet to a point marked by a 5/8" iron bar with a plastic cap; thence Westerly on a bearing of South 88 °23'07" West a distance of 295.00 feet to a point marked by a 5/8" iron bar with a plastic cap; thence Northwesterly on a bearing of North 25°41'42" West a distance of 746.28 feet to a point marked by a 5/8" iron bar with a plastic cap; thence Northwesterly on a bearing of North 48°00'00" West a distance of 75.00 feet to a point marked by a 5/8" iron bar with a plastic cap; thence Westerly on a bearing of South 88 °23'07" West a distance of 500.00 feet to the point of beginning, containing 11.85 acres.

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72C170B16

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File Number: **200125**

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. **Record in the office of the Pottawatomie County Register of Deeds a properly executed Release of Mortgage for mortgage recorded in Book 704, Page 99.**
6. **Record in the office of the Pottawatomie County Register of Deeds a properly executed Release of Mortgage for mortgage recorded in Book 851, Page 60.**
7. **Record in the office of the Pottawatomie County Register of Deeds a properly executed Release of Mortgage for mortgage recorded in Book 948, Page 111.**

The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.

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File Number: **200125**

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. **Taxes and special assessments for the year 2025 and all subsequent years. 2024 taxes are paid in full in the amount of \$479.16. (Tax ID #92-1250) (CAMA #075-103-05-0-00-00-003.00-0) These taxes include special assessments in the amount of \$0.00. - Tr. 1**
8. **Taxes and special assessments for the year 2025 and all subsequent years. 2024 taxes are paid in full in the amount of \$4,804.58. (Tax ID #92-3570) (CAMA #075-103-05-0-00-00-003.01-0) These taxes include special assessments in the amount of \$0.00. - Tr. 2**
9. **Mortgage, dated June 10, 2015, from Kenyon Dale Magnett, a single person, to Kaw Valley State Bank & Trust Co., in the principal sum of \$125,000.00, filed June 15, 2015 and recorded in Book 704, Page 99, in the office of the Register of Deeds of Pottawatomie County, Kansas. - Tr. 1**

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File Number: **200125**

SCHEDULE B, PART II—Exceptions (continued)

10. **Mortgage, dated November 13, 2020, from Marsha L. Boswell, a single person, to Kaw Valley State Bank & Trust Co., in the principal sum of \$366,000.00, filed November 16, 2020 and recorded in Book 851, Page 60, in the office of the Register of Deeds of Pottawatomie County, Kansas. - Tr. 2**

Assignment of Mortgage from Kaw Valley State Bank & Trust Co. to PNC Bank, filed April 2, 2021 and recorded in Book 865, Page 69, in the office of the Register of Deeds of Pottawatomie County, Kansas. - Tr. 2

11. **Mortgage, dated June 24, 2024, from Marsha L. Boswell, a single person, to Kaw Valley State Bank & Trust Co., in the principal sum of \$375,000.00, filed July 5, 2024 and recorded in Book 948, Page 111, in the office of the Register of Deeds of Pottawatomie County, Kansas. - Tr. 2**

Tracts 1 & 2

12. **Public roads and highways.**
13. **Easement granted to the United Telephone Company of Kansas Inc. for underground communication systems, filed January 12, 1979, and recorded in Book 178, Page 285, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
14. **Right-of-Way Easement granted to United Telephone Co. of KS, for a communication line or system, filed July 19, 2000, and recorded in Book 341, Page 316, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
- Assignment of Right-of-Way Easement to Blue Valley Tele-Communications, Inc., filed April 12, 2005, and recorded in Book 447, Page 158, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
15. **Grant of Easement to Blue Valley Telephone Company Inc., for buried and underground facilities, filed August 13, 2004, and recorded in Book 432, Page 146, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
16. **Right-of-Way Easement granted to Bluestem Electric Cooperative, Inc., for electric or distribution line or system, filed January 21, 2014, and recorded in Book 671, Page 120, in the office of the Register of Deeds of Pottawatomie County, Kansas.**
17. **Right of Way Easement granted to Rural Water District No. 3, Pottawatomie County, for water lines, filed April 7, 2014, and recorded in Book 675, Page 94, in the office of the Register of Deeds of Pottawatomie**

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CHICAGO TITLE INSURANCE COMPANY

File Number: **200125**

SCHEDULE B, PART II—Exceptions (continued)

County, Kansas.

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Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

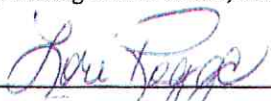
The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.



Licensee


Supervising/branch broker



Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)