

WELCOME TO THE AUCTION

If you have never purchased real estate at public auction, we want to give you the opportunity to become acquainted with the most advanced method of marketing being utilized in the world today.

We at Lippard Auctioneers, Inc. believe the auction method of marketing is a win-win proposition for everyone involved. Real estate auctions benefit the local community and the general marketplace by ensuring an efficient sale and avoiding the problems associated with unsold or vacant properties. The auction method of marketing is also the fairest way to determine market value. Through an open and well-advertised forum of competitive bidding, the property's true market value will naturally emerge.

Lippard Auctioneers, Inc. conducts over 250 auctions nationally each year. We are proud to have some of the most knowledgeable and courteous staff in the auction arena who consistently demonstrate a superlative level of honesty, integrity and professionalism.

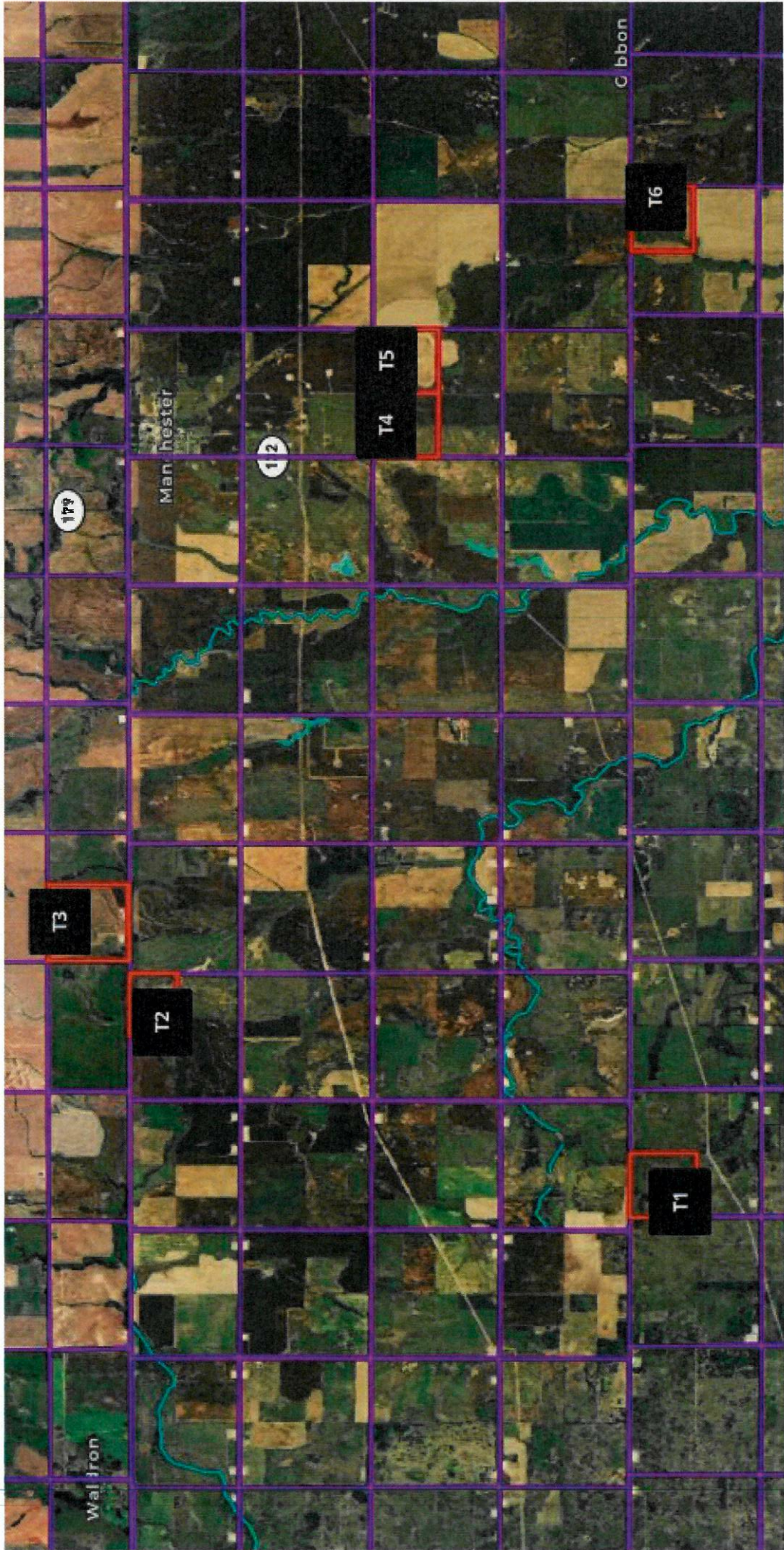
Please perform any inspections in advance of the auction and make sure to have your finances in order. If you have any questions, feel free to see the auctioneer or one of the staff prior to the start of the auction. We will be happy to answer your questions to the best of our ability.

On behalf of Lippard Auctioneers, Inc. and our seller, we thank you for attending our auction.

Auctioneeringly,

Troy D. Lippard, C.A.I.





T3

T2

T4 T5

T6

T1

119

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Wal Iron

Man hester

C bbon

FSA

Info

OKLAHOMA
GRANT



United States Department of Agriculture
Farm Service Agency

FARM : 1854

Prepared : 10/20/20 3:09 PM

Crop Year : 2021

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : BRADLEY RIEGER
Farms Associated with Operator : 40-053-1854, 40-003-3912, 40-053-4874, 40-003-5298, 40-003-5414, 40-003-6189, 40-003-6190, 20-077-6561, 40-003-6713, 40-003-7562, 40-003-7563, 40-003-7702, 40-003-8033
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
461.86	378.68	378.68	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	378.68	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	377.50	0.00	40	
TOTAL	377.50	0.00		

NOTES

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Tract Number : 472

Description : M3 N2 26-29-8 D2
FSA Physical Location : OKLAHOMA/GRANT
ANSI Physical Location : OKLAHOMA/GRANT
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 : BERNICE K BURNET LIVING TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
309.19	254.69	254.69	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	254.69	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

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

Abbreviated 156 Farm Record

Tract 472 Continued ...

Wheat	253.60	0.00	40
TOTAL	253.60	0.00	

NOTES

Tract Number : 473

Description : L4 NE4 1-28-8 D3
 FSA Physical Location : OKLAHOMA/GRANT
 ANSI Physical Location : OKLAHOMA/GRANT
 BIA Unit Range Number :
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields
 Wetland Status : Tract contains a wetland or farmed wetland
 WL Violations : None
 Owners : VERNON BURNET TRUST B
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
152.67	123.99	123.99	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	123.99	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	123.90	0.00	40
TOTAL	123.90	0.00	

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, 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) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



Abbreviated 156 Farm Record

Operator Name : BRADLEY RIEGER
 Farms Associated with Operator : 40-053-1854, 40-003-3912, 40-053-4874, 40-003-5298, 40-003-5414, 40-003-6189, 40-003-6190, 20-077-6561, 40-003-6713, 40-003-7562, 40-003-7563, 40-003-7702, 40-003-8033
 CRP Contract Number(s) : None
 Recon ID : None
 Transferred From : 20-077-0003514
 ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
348.79	223.09	223.09	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	223.09	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	223.07	0.00	37	
TOTAL	223.07	0.00		

NOTES

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Tract Number : 13823

Description : NW/4 & Lot 2 and W 40 Ac of E/2 17-35-7 Harper KS
 FSA Physical Location : KANSAS/HARPER
 ANSI Physical Location : KANSAS/HARPER
 BIA Unit Range Number :
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields
 Wetland Status : Tract does not contain a wetland
 WL Violations : None
 Owners : BERNICE K BURNET LIVING TRUST, RONNIE B STEWARD FAMILY TRUST
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
238.24	185.97	185.97	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	185.97	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

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

Abbreviated 156 Farm Record

Tract 13823 Continued ...

Wheat	185.97	0.00	37
TOTAL	185.97	0.00	

NOTES

Tract Number : 13824

Description : NE4 13-29-9

FSA Physical Location : OKLAHOMA/ALFALFA

ANSI Physical Location : OKLAHOMA/ALFALFA

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : BERNICE K BURNET LIVING TRUST, RONNIE B STEWARD FAMILY TRUST

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
110.55	37.12	37.12	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	37.12	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	37.10	0.00	37
TOTAL	37.10	0.00	

NOTES

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Oklahoma

Sample

Contract

REAL ESTATE PURCHASE CONTRACT

This is a legal binding contract, if not understood, seek legal advice.

THIS CONTRACT is made and entered into on this 4th day of December 2020, by and between

Name:	The Ronnie B. Steward Family Trust U/A Dated 6-11-2003, by William B. Steward and Patrick A. Steward as Co-Trustees
Address:	2601 NW Expressway, Suite 612E Oklahoma City, OK 73112
Phone:	(405) 242-2747
Email:	mbelanger@belanger-law.net

As Seller,

And

Name:	
Address:	
Phone:	
Email:	

As Buyer,
Title Insurance: Yes or No
If No
Attorney to Examine: _____
Financing:
Lender: _____

PRICE AND TERMS

The Seller is the owner of and agrees to sell and the Buyer agrees to purchase on the terms and conditions set out in this contract:

- I. **PROPERTY:** Property located in Alfalfa County, Oklahoma, subject to all easements and oil and gas leases of record and more particularly described as follows:

Surface Rights Only

Tract 1: NW/4 of 2-28N-9 W.I.M. Alfalfa County, OK. (165.60+/- acres)

Subject to any current leases or easements.

Less and except any and all minerals in, on, under and that may be produced from the above described real property and subject to any easements and right-of-ways of record or as visible on the property, and subject to any prior protective covenants or restrictions, zoning ordinances, unreleased oil and gas leases, and all prior mineral conveyances or reservations, but otherwise together with improvements and appurtenances, if any, thereunto belonging. Reserving to the Seller its interests in all minerals and mineral interests lying in and under and to be produced and mined therefrom.

- a. **PRICE:** The purchase price in the sum of (\$ _____), which includes a Buyer's Premium/Online Bidding Fee of \$ _____
- II. **TERMS:** The purchase price is payable at the following times and in the following manner:
 - a. An earnest money payment of the purchase price to be in placed escrow at the time this contract is made in the amount of \$ _____ (10 %)
Type of payment Cash () or Check ()

Seller Initials _____

Buyer Initials _____

- b. The balance of the purchase price in cash at the time of closing in the amount of \$ _____, plus, the amount of any costs allocated to Buyer under provision XI of this contract.

All payments at closing will be made by wire transfer or immediately available funds such as cashier's check.

III. **TITLE EVIDENCE:** Seller agrees to furnish Buyer title evidence, according to the standards adopted by the Oklahoma Bar Association, showing marketable title vested in Seller.

- a. Subject title evidence will be in the form of Abstract of title (extended to recent date by Seller), and Commitment for Owner's Title Insurance (if Buyer wants).
- b. If title insurance is to be purchased, in lieu of abstracting, the cost of title insurance, including any Lender's policy, will be paid 100% by the Buyer. Said owner's title policy to insure Buyer to the extent of the total purchase price.
- c. If a duly certified abstract of the title including current U.C.C. Certification is to be furnished at Seller's expense, Buyer will either secure an owner's title insurance policy or obtain an attorney's title opinion at Buyer's expense. Seller shall not be required to furnish a federal court proceedings abstract or search certificate. If Buyer desires such, it shall be at Buyer's sole expense.
- d. Upon delivery of abstract, certified to date, or current commitment for owner's title insurance, Buyer will have a reasonable time, not to exceed 15 days, to examine the same and return the same to the Seller with any written objections concerning the marketability of the title or any such objections will be deemed waived. Nothing shall be construed as an encumbrance or defect in title where the same is not so construed by the Title Examination Standards adopted by the Oklahoma Bar Association, where applicable.
- e. If the title is defective, Buyer(s) shall specify the objection in writing to be delivered to the Seller(s), after such delivery of the abstract; the Seller(s) shall have the defects rectified within ninety (90) days from the date of delivery of such objection, but in case such defects in the title cannot be rectified within that time, this Contract shall be deemed rescinded and the money deposited as aforesaid shall be returned to the Buyer(s) and the abstract returned to the Seller(s), and each party shall thereupon be relieved of any further duty to the other, UNLESS the parties mutually agree in writing to extend the time for curing of any title defects.
- f. The title shall be conveyed by **Warranty, Personal Representative's or Trustee's Deed**, subject to all easements, both visible and of record, any unitization pooling, or spacing agreements or orders, prior protective covenants or restrictions, zoning ordinances, unreleased oil and gas leases, and all prior mineral conveyances or reservations. Title to any present or abandoned railroad right of way or river accretion on the property shall be conveyed without warranty.
- g. The closing settlement fee shall be \$500.00 and will be paid 50% by Seller and 50% by Buyer and will be closed at the office of **Alfalfa Guaranty Abstract Company 201 S. Grand / P.O. Box 224, Cherokee, OK 73728, Phone 580-596-3394, Fax 580-596-3395, alfafaco@ackctitle.com**

IV. **TAXES AND ASSESSMENTS:** The Seller will pay all General Taxes to the calendar year and delinquent Personal Property Taxes. All General Taxes payable during or for the current calendar year of closing shall be pro-rated on the basis of said calendar year between Seller and Buyer at the time of closing with Buyer paying day of closing. If the amount of the General Taxes cannot be ascertained, such pro-ration shall be on the basis of the taxes paid for the preceding year. Seller to pay all matured special assessment liens, if any, at closing.

V. **CONDITION OF PROPERTY:**

- a. This property is being sold AS-IS, WHERE-IS, subject to environmental problems and violations which may exist in or with respect to the property, if any. Buyer affirms by his

and/or her signature(s) below, that Buyer has prior to signing this contract, inspected the property to Buyer's full and complete satisfaction, and accepts the Property in its present condition.

- b. Until closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon the Seller; after closing or transfer of possession, such risk shall be upon the Buyer.
- c. Unless otherwise agreed upon in writing, Buyer, by closing or taking possession of the property, shall be deemed to have accepted the property in its then condition, including all fixtures thereon and any personal property being transferred hereunder. Buyer is purchasing this property based on his or her own inspection and NO WARRANTIES are expressed or implied by Seller, or Seller's Broker or Buyer's Broker with reference to the condition of the property or any fixtures or personal property, that shall be deemed to survive the closing.
- d. Except for the provisions above, the Seller agrees to deliver the property and improvements thereon in their present condition, ordinary wear and tear excepted.

VI. **CLOSING/POSSESSION:** This sale shall be closed on or before * January 11, 2021*, unless the time of closing is extended as may be required by paragraph "III" above, or by written agreement of the Seller and Buyer, with legal possession delivered to the Buyer at the time of closing and actual and complete possession of said real property to be given on or before closing, subject to current leases in effect.

SPECIAL CONDITIONS: Buyer acknowledges by the signing of this purchase contract that the buyer has read and understands that this real estate transaction is not contingent upon the buyer obtaining financing and any default by the buyer will result in forfeiture of the 10% earnest money.

Possession on Surface Rights: will be given subject to the existing year to year lease with 1/3 of the crop share going to the new owner with the normal 1/3 share of fertilizer and seed expense.

New buyer gets tenants share. No liability for the crop expenses already paid by seller. There will be some overdressing next year. New buyer gets grass pasture on September 1, 2021.

VII. **Electronic Signatures:** All parties agree to accept digital/facsimile signatures the same as an original signature.

VIII. **Survey and Appraisal:** Seller shall not furnish either an appraisal or a survey of the Property and if either a survey or an appraisal is desired by Buyer it or they shall be at Buyer's sole cost and expense. Buyer understands this contract has no contingencies.

IX. **CLOSING; ALLOCATING THE COSTS:** It shall be the duty of the closing agent to allocate any costs of this transaction on a written settlement statement; Seller and Buyer acknowledge that each is responsible to insure the accuracy and legal effect of all closing documents, and are hereby advised to secure independent legal counsel to review the sale closing documents, including though not limited to the Closing Statement and the deeds or other documents conveying title, and any title curative documents as prepared by the Escrow Agent or others. Following is an example of a settlement statement showing *some estimated costs for this transaction* as follows:

<i>Seller's Costs</i>		<i>Buyer's Costs</i>	
Closing Settlement Fee	\$ 250	Closing Settlement Fee	\$ 250
Abstracting & Certification Fee	\$ 700 and up	Title Opinion	\$ 350 & up
Preparation of Deed	\$ included	Recording Deed	\$ 30

Doc Stamps \$1.50 per \$1,000	\$	Any cost charged by lenders, if any	\$
Attorney Fee, if any	\$	Title Insurance	\$
UCC Certification	\$ 0		
Mineral Abstract Certificate, if needed	\$ 0		
Preliminary Title Policy & Opinion	\$ 0	<p>The figures above are supplied for the purpose of providing an initial estimate of a Real Estate Transaction. There may be adjustments prior to closing based upon a change in circumstance or information provided.</p>	
Commission	\$		
Advertising	\$		
Online Bidding Fee, if any	\$		

- X. **EFFECT:** This contract when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their Brokers. This contract can only be amended, modified, or assigned by written agreement signed by both the Seller and Buyer.
- XI. **DEFAULT:** (a) If the Buyer wrongfully refuses to close, the Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to the Seller, subject to deduction for expenses incurred and with one half of the balance thereof to be retained by Lippard Auctioneers Inc., to apply on professional services. (b) Buyer would also forfeit any tillage or planting costs incurred by Buyer and possession of any kind. (c) The Seller may, at its option, seek actual damages if, under the circumstances, actual damages are ascertainable and in excess of the liquidated damages provision of this Contract. (d) If the Seller wrongfully refuses to close, the Buyer may, at his option, seek specific performance. (e) If for any reason the Seller cannot fulfill this agreement and it does not close, the Seller shall pay the Buyer the customary rate as recommended by the OSU Extension Service for any tilling or planting which Buyer may have done, and Buyer shall immediately relinquish possession to the Seller and neither party shall be liable to the other for any future damages. (f) In the event a suit for specific performance is instituted, the prevailing party shall have the right to recover all such party's expenses and costs incurred by reason of such litigation including but not limited to reasonable attorney's fees and court costs.
- XII. **MEDIATION CLAUSE:** Any disagreement or dispute arising from this contract shall, prior to instituting suit, first be mediated hereunder by a mediator mutually agreed upon by and between the parties; the parties agree to split equally the costs of the agreed mediator. In the event any matter regarding this contract is litigated, the prevailing party shall be entitled to recover his or her reasonable attorney's fees expended, plus court costs.
- XIII. **ACCEPTANCE TIME:** The foregoing offer is made subject to acceptance in writing hereon by the Seller, and the return of an executed copy to the undersigned Buyer on or before Midnight, * **December 8, 2020** *. If not so accepted, the said Earnest Money is to be returned to the Buyer. **TIME IS OF THE ESSENCE OF THIS PROVISION.**

XIV. **DISCLAIMER:** It is expressly understood by the Seller and Buyer that the Lippard Auctioneers, Inc. and their Sales Associates/Brokers do not warrant the present or future value of the property or improvements, size by square footage, condition, structure or structure systems of any building, nor do they hold themselves out to be experts in quality, design and construction, nor do they represent or warrant in any way the nature or marketability of title to the Property, nor its fitness, permit ability or suitability for any use or purpose, nor its acreage or prior uses, nor its present compliance with, nor whether it is subject to, any zoning, environmental or other governmental or regulatory body rules, and further agree to hold Lippard Auctioneers Inc. or their Sales Associates/Brokers harmless of any of these events.

EXCHANGE COOPERATION CLAUSE:

Select the appropriate cooperation clause

Buyer hereby acknowledges it is the intent of the Seller to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Buyer. The Seller's rights under this agreement may be assigned to _____ A Qualified Intermediary (QI) or Exchange Accommodation Titleholder (EAT), for the purpose of completing such an exchange. Buyer agrees to cooperate with the Seller and the QI/EAT in a manner necessary to complete the exchange. It is specifically agreed that because of the time limitations for a deferred like-kind exchange, the time provided for closing of this transaction is of the essence of the agreement.

Seller hereby acknowledges it is the intent of the Buyer to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Seller. The Buyer's rights under this agreement may be assigned to _____, a Qualified Intermediary (QI) or Exchange Accommodation Titleholder (EAT), for the purpose of completing such an exchange. Buyer/Seller agrees to cooperate with the Buyer/Seller and the QI/EAT in a manner necessary to complete the exchange. It is specifically agreed that because of the time limitations for a deferred like-kind exchange, the time provided for closing of this transaction is of the essence of the agreement.

SELLER INITIALS _____ BUYERS INITIALS _____

**OKLAHOMA REAL ESTATE COMMISSION
DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES**

This notice may be part of or attached to any of the following:

Sales Agreement Exchange Agreement Other _____

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;

B. unless specifically waived in writing by a party to the transaction:

1) receive all written offer and counteroffers;

2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and

3) present timely all written offers and counteroffers.

C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;

D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;

E. timely account for all money and property received by the Broker;

F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

1) that a party or prospective party is willing to pay more or accept less than what is being offered,

2) that a party or prospective party is willing to agree to financing terms that are different from those offered,

3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the

property, and 4) information specifically designated as confidential by a party unless such information is public.

G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of

_____, 20_____.

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____

Seller:

Buyer:

Estate of Cheryl K. Burnet, by Michael Belanger,
Executor and Personal Representative;

The Ronnie B. Steward Family Trust U/A Dated 6-11-2003,
by Patrick A. Steward

LIPPARD AUCTIONEERS, INC.

Troy D. Lippard, Broker Real Estate Broker License

OK #084164 ♦ KS#BR00049950 ♦ CO#100027515

2609 N Van Buren Ave. ENID, OK 73703

580-237-7174 OFFICE 580-297-5208 FAX info@lippardauctions.com Email



REAL ESTATE PURCHASE CONTRACT

This is a legal binding contract, if not understood, seek legal advice.

THIS CONTRACT is made and entered into on this 4th day of December 2020, by and between

Name:	Bernice Burnet Trust to the Estate of Cheryl K. Burnet
Address:	2601 NW Expressway, Suite 612E Oklahoma City, OK 73112
Phone:	(405) 242-2747
Email:	mbelanger@belanger-law.net

As Seller,

And

Name:	
Address:	
Phone:	
Email:	

As Buyer,
Title Insurance: Yes or No
If No
Attorney to Examine: _____
Financing:
Lender: _____

PRICE AND TERMS

The Seller is the owner of and agrees to sell and the Buyer agrees to purchase on the terms and conditions set out in this contract:

- I. **PROPERTY:** Property located in Grant County, Oklahoma, subject to all easements and oil and gas leases of record and more particularly described as follows:

Surface Rights Only

Tract 4 & 5: NW/4 of 26-29N-8 W.I.M. Grant County OK. (160± acres) and NE/4 of 26-29N-8 W.I.M. Grant County, OK. (160± acres)

Subject to any current leases or easements.

Less and except any and all minerals in, on, under and that may be produced from the above described real property and subject to any easements and right-of-ways of record or as visible on the property, and subject to any prior protective covenants or restrictions, zoning ordinances, unreleased oil and gas leases, and all prior mineral conveyances or reservations, but otherwise together with improvements and appurtenances, if any, thereunto belonging. Reserving to the Seller its interests in all minerals and mineral interests lying in and under and to be produced and mined therefrom.

- a. **PRICE:** The purchase price in the sum of (\$ _____), which includes a Buyer's Premium/Online Bidding Fee of \$ _____

- II. **TERMS:** The purchase price is payable at the following times and in the following manner:
 - a. An earnest money payment of the purchase price to be in placed escrow at the time this contract is made in the amount of \$ _____ (10 %)

Type of payment Cash () or Check ()

Seller Initials _____

Buyer Initials _____

- b. The balance of the purchase price in cash at the time of closing in the amount of \$ _____ plus, the amount of any costs allocated to Buyer under provision XI of this contract.

All payments at closing will be made by wire transfer or immediately available funds such as cashier's check.

III. TITLE EVIDENCE: Seller agrees to furnish Buyer title evidence, according to the standards adopted by the Oklahoma Bar Association, showing marketable title vested in Seller.

- a. Subject title evidence will be in the form of Abstract of title (extended to recent date by Seller), and Commitment for Owner's Title Insurance (if Buyer wants).
- b. If title insurance is to be purchased, in lieu of abstracting, the cost of title insurance, including any Lender's policy, will be paid 100% by the Buyer. Said owner's title policy to insure Buyer to the extent of the total purchase price.
- c. If a duly certified abstract of the title including current U.C.C. Certification is to be furnished at Seller's expense, Buyer will either secure an owner's title insurance policy or obtain an attorney's title opinion at Buyer's expense. Seller shall not be required to furnish a federal court proceedings abstract or search certificate. If Buyer desires such, it shall be at Buyer's sole expense.
- d. Upon delivery of abstract, certified to date, or current commitment for owner's title insurance, Buyer will have a reasonable time, not to exceed 15 days, to examine the same and return the same to the Seller with any written objections concerning the marketability of the title or any such objections will be deemed waived. Nothing shall be construed as an encumbrance or defect in title where the same is not so construed by the Title Examination Standards adopted by the Oklahoma Bar Association, where applicable.
- e. If the title is defective, Buyer(s) shall specify the objection in writing to be delivered to the Seller(s), after such delivery of the abstract; the Seller(s) shall have the defects rectified within ninety (90) days from the date of delivery of such objection, but in case such defects in the title cannot be rectified within that time, this Contract shall be deemed rescinded and the money deposited as aforesaid shall be returned to the Buyer(s) and the abstract returned to the Seller(s), and each party shall thereupon be relieved of any further duty to the other, UNLESS the parties mutually agree in writing to extend the time for curing of any title defects.
- f. The title shall be conveyed by **Warranty, Personal Representative's or Trustee's Deed**, subject to all easements, both visible and of record, any unitization pooling, or spacing agreements or orders, prior protective covenants or restrictions, zoning ordinances, unreleased oil and gas leases, and all prior mineral conveyances or reservations. Title to any present or abandoned railroad right of way or river accretion on the property shall be conveyed without warranty.
- g. The closing settlement fee shall be \$500.00 and will be paid 50% by Seller and 50% by Buyer and will be closed at the office of **Alfalfa Guaranty Abstract Company 201 S. Grand / P.O. Box 224, Cherokee, OK 73728, Phone 580-596-3394, Fax 580-596-3395, alfalfaco@ackctitle.com**

IV. TAXES AND ASSESSMENTS: The Seller will pay all General Taxes to the calendar year and delinquent Personal Property Taxes. All General Taxes payable during or for the current calendar year of closing shall be pro-rated on the basis of said calendar year between Seller and Buyer at the time of closing with Buyer paying day of closing. If the amount of the General Taxes cannot be ascertained, such pro-ration shall be on the basis of the taxes paid for the preceding year. Seller to pay all matured special assessment liens, if any, at closing.

V. CONDITION OF PROPERTY:

- a. This property is being sold AS-IS, WHERE-IS, subject to environmental problems and violations which may exist in or with respect to the property, if any. Buyer affirms by his

and/or her signature(s) below, that Buyer has prior to signing this contract, inspected the property to Buyer's full and complete satisfaction, and accepts the Property in its present condition.

- b. Until closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon the Seller; after closing or transfer of possession, such risk shall be upon the Buyer.
- c. Unless otherwise agreed upon in writing, Buyer, by closing or taking possession of the property, shall be deemed to have accepted the property in its then condition, including all fixtures thereon and any personal property being transferred hereunder. Buyer is purchasing this property based on his or her own inspection and NO WARRANTIES are expressed or implied by Seller, or Seller's Broker or Buyer's Broker with reference to the condition of the property or any fixtures or personal property, that shall be deemed to survive the closing.
- d. Except for the provisions above, the Seller agrees to deliver the property and improvements thereon in their present condition, ordinary wear and tear excepted.

VI. **CLOSING/POSSESSION:** This sale shall be closed on or before * January 11, 2021*, unless the time of closing is extended as may be required by paragraph "III" above, or by written agreement of the Seller and Buyer, with legal possession delivered to the Buyer at the time of closing and actual and complete possession of said real property to be given on or before closing, subject to current leases in effect.

SPECIAL CONDITIONS: Buyer acknowledges by the signing of this purchase contract that the buyer has read and understands that this real estate transaction is not contingent upon the buyer obtaining financing and any default by the buyer will result in forfeiture of the 10% earnest money.

Possession on Surface Rights: will be given subject to the existing year to year lease with 1/3 of the crop share going to the new owner with the normal 1/3 share of fertilizer and seed expense.

New buyer gets tenants share. No liability for the crop expenses already paid by seller. There will be some overdressing next year. New buyer gets grass pasture on September 1, 2021.

VII. **Electronic Signatures:** All parties agree to accept digital/facsimile signatures the same as an original signature.

VIII. **Survey and Appraisal:** Seller shall not furnish either an appraisal or a survey of the Property and if either a survey or an appraisal is desired by Buyer it or they shall be at Buyer's sole cost and expense. Buyer understands this contract has no contingencies.

IX. **CLOSING; ALLOCATING THE COSTS:** It shall be the duty of the closing agent to allocate any costs of this transaction on a written settlement statement; Seller and Buyer acknowledge that each is responsible to insure the accuracy and legal effect of all closing documents, and are hereby advised to secure independent legal counsel to review the sale closing documents, including though not limited to the Closing Statement and the deeds or other documents conveying title, and any title curative documents as prepared by the Escrow Agent or others. Following is an example of a settlement statement showing *some estimated costs for this transaction* as follows:

<i>Seller's Costs</i>		<i>Buyer's Costs</i>	
Closing Settlement Fee	\$ 250	Closing Settlement Fee	\$ 250
Abstracting & Certification Fee	\$ 700 and up	Title Opinion	\$ 350 & up
Preparation of Deed	\$ included	Recording Deed	\$ 30

Doc Stamps \$1.50 per \$1,000	\$	Any cost charged by lenders, if any	\$
Attorney Fee, if any	\$	Title Insurance	\$
UCC Certification	\$ 0		
Mineral Abstract Certificate, if needed	\$ 0		
Preliminary Title Policy & Opinion	\$ 0	<p>The figures above are supplied for the purpose of providing an initial estimate of a Real Estate Transaction. There may be adjustments prior to closing based upon a change in circumstance or information provided.</p>	
Commission	\$		
Advertising	\$		
Online Bidding Fee, if any	\$		

- X. **EFFECT:** This contract when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their Brokers. This contract can only be amended, modified, or assigned by written agreement signed by both the Seller and Buyer.
- XI. **DEFAULT:** (a) If the Buyer wrongfully refuses to close, the Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to the Seller, subject to deduction for expenses incurred and with one half of the balance thereof to be retained by Lippard Auctioneers Inc., to apply on professional services. (b) Buyer would also forfeit any tillage or planting costs incurred by Buyer and possession of any kind. (c) The Seller may, at its option, seek actual damages if, under the circumstances, actual damages are ascertainable and in excess of the liquidated damages provision of this Contract. (d) If the Seller wrongfully refuses to close, the Buyer may, at his option, seek specific performance. (e) If for any reason the Seller cannot fulfill this agreement and it does not close, the Seller shall pay the Buyer the customary rate as recommended by the OSU Extension Service for any tilling or planting which Buyer may have done, and Buyer shall immediately relinquish possession to the Seller and neither party shall be liable to the other for any future damages. (f) In the event a suit for specific performance is instituted, the prevailing party shall have the right to recover all such party's expenses and costs incurred by reason of such litigation including but not limited to reasonable attorney's fees and court costs.
- XII. **MEDIATION CLAUSE:** Any disagreement or dispute arising from this contract shall, prior to instituting suit, first be mediated hereunder by a mediator mutually agreed upon by and between the parties; the parties agree to split equally the costs of the agreed mediator. In the event any matter regarding this contract is litigated, the prevailing party shall be entitled to recover his or her reasonable attorney's fees expended, plus court costs.
- XIII. **ACCEPTANCE TIME:** The foregoing offer is made subject to acceptance in writing hereon by the Seller, and the return of an executed copy to the undersigned Buyer on or before Midnight, * **December 8, 2020** *. If not so accepted, the said Earnest Money is to be returned to the Buyer. **TIME IS OF THE ESSENCE OF THIS PROVISION.**

XIV. DISCLAIMER: It is expressly understood by the Seller and Buyer that the Lippard Auctioneers, Inc. and their Sales Associates/Brokers do not warrant the present or future value of the property or improvements, size by square footage, condition, structure or structure systems of any building, nor do they hold themselves out to be experts in quality, design and construction, nor do they represent or warrant in any way the nature or marketability of title to the Property, nor its fitness, permit ability or suitability for any use or purpose, nor its acreage or prior uses, nor its present compliance with, nor whether it is subject to, any zoning, environmental or other governmental or regulatory body rules, and further agree to hold Lippard Auctioneers Inc. or their Sales Associates/Brokers harmless of any of these events.

EXCHANGE COOPERATION CLAUSE:

Select the appropriate cooperation clause

Buyer hereby acknowledges it is the intent of the Seller to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Buyer. The Seller's rights under this agreement may be assigned to _____ A Qualified Intermediary (QI) or Exchange Accommodation Titleholder (EAT), for the purpose of completing such an exchange. Buyer agrees to cooperate with the Seller and the QI/EAT in a manner necessary to complete the exchange. It is specifically agreed that because of the time limitations for a deferred like-kind exchange, the time provided for closing of this transaction is of the essence of the agreement.

Seller hereby acknowledges it is the intent of the Buyer to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Seller. The Buyer's rights under this agreement may be assigned to _____, a Qualified Intermediary (QI) or Exchange Accommodation Titleholder (EAT), for the purpose of completing such an exchange. Buyer/Seller agrees to cooperate with the Buyer/Seller and the QI/EAT in a manner necessary to complete the exchange. It is specifically agreed that because of the time limitations for a deferred like-kind exchange, the time provided for closing of this transaction is of the essence of the agreement.

SELLER INITIALS _____ BUYERS INITIALS _____

**OKLAHOMA REAL ESTATE COMMISSION
DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES**

This notice may be part of or attached to any of the following:

Sales Agreement Exchange Agreement Other _____

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;

B. unless specifically waived in writing by a party to the transaction:

1) receive all written offer and counteroffers;

2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and

3) present timely all written offers and counteroffers.

C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;

D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;

E. timely account for all money and property received by the Broker;

F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

1) that a party or prospective party is willing to pay more or accept less than what is being offered,

2) that a party or prospective party is willing to agree to financing terms that are different from those offered,

3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and 4) information specifically designated as confidential by a party unless such information is public.

G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;

H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;

I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this

pg. 5

Seller Initials _____

Buyer Initials _____

section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

(Print Name) _____ **(Signature)** _____

(Print Name) _____ **(Signature)** _____

Seller:

Buyer:

Estate of Cheryl K. Burnet, by Michael Belanger,
Executor and Personal Representative;

LIPPARD AUCTIONEERS, INC.

Troy D. Lippard, Broker Real Estate Broker License

OK #084164 ♦ KS#BR00049950 ♦ CO#100027515

2609 N Van Buren Ave. ENID, OK 73703

580-237-7174 OFFICE 580-297-5208 FAX info@lippardauctions.com Email



Seller Initials _____

Buyer Initials _____

Kansas Sample Contract

2020- 3 ACKNOWLEDGMENT

I hereby agree and acknowledge I was the high bidder per the terms and conditions of the auction on

The following tracts:

Commission 5 %

Total Sales-Purchase Price

10% of Total Sales Price as Earnest Money Deposit

CONTRACT FOR SALE OF REAL ESTATE

Name:	Bernice Burnet trust and the Ronnie Steward Trust Michael Belanger, Attorney at Law
Address:	2601 NW Expressway, Suite 612E Oklahoma City, OK 73112
Phone:	(405) 242-2747
Email:	mbelanger@belanger-law.net

As Seller(s)

AND

Convey	
Deed to:	
Address:	
Phone:	
Email:	
Lender:	

As Buyer

- OFFER AND ACCEPTANCE.** The terms of this Contract for Sale of Real Estate ("Contract") shall represent a binding contract between SELLER and BUYER upon execution by the parties hereto.
- MUTUAL COVENANTS.** SELLER agrees to sell and BUYER agrees to purchase the real estate and minerals (No Minerals Sell, Surface Rights only) shown on **Exhibit "A"**, along with such improvements as are now located thereon, (referred to hereafter as the "Property") upon the terms set forth in this Contract.
- PURCHASE PRICE.** BUYER agrees to pay to SELLER a bid price of

\$ _____ which includes a buyer's premium of (___%) or
\$ _____ for a total Contract Price of \$ _____ for the real estate
described herein. BUYER has paid ten percent (10%) of the CONTRACT PRICE OR
\$ _____ as earnest money to be held in a non-interest bearing trust
Account of _____. Title Officer: **Security 1st Title, 109 W. Main, Anthony, KS
67003, Phone: 620-842-3333, Fax: 620-842-3331**

Contact: Lisa Lilja Email: llilja@security1st.com (ESCROW AGENT) for delivery to
SELLER at the time of closing. Earnest money checks shall be made payable to
Security 1st Title. The balance of the purchase price, adjusted by proration's and
credits allowed the parties by this Contract, shall be paid to Escrow Agent at closing by,
wire transfer of funds, cashier's check, or other form of payment acceptable to SELLER.

4. **POSSESSION AND CLOSING, CLOSING AGENT.** SELLER shall deliver possession
of the Premises, subject to tenant's rights, to BUYER concurrently with the closing of this
transaction, which Shall occur on or before **January 11, 2021**. The office of **Security 1st
Title** ("ESCROW AGENT") shall serve as closing agent and shall be paid a fee of
\$500.00 for such services. ESCROW AGENT shall hold all documents executed
concurrently herewith until closing. Upon final approval of title, and upon payment in full
of the purchase price, Escrow Agent, after making appropriate adjustments, shall deliver
the warranty deed, Kansas Real Estate Sales Validation Questionnaire and check in
payment of filing fees to BUYER. In the event closing fails to occur for any reason,
escrow agent shall be entitled to hold all funds and documents deposited with escrow
agent until SELLER and BUYER mutually agree, in writing, that closing agent may pay
such funds as directed. In the absence of such written agreement, escrow agent shall
hold such fund until ordered to pay such funds by a court of competent jurisdiction. In
the event of litigation between SELLER and BUYER concerning any details of this
Contract, escrow agent may retain counsel, as necessary, and escrow agent's
reasonable attorney fees shall be paid by SELLER and BUYER, equally, or as the Court
orders.
5. **DEED OF CONVEYANCE.** At closing, upon BUYER'S compliance with the terms of this
Contract. SELLER shall execute and deliver to BUYER a recordable Warranty Deed
sufficient to convey fee simple absolute title to the BUYER, subject only to exceptions
made therein, including the exceptions more fully described in paragraph 8 below.
6. **CONDITION OF PREMISES AND PERSONAL PROPERTY.** BUYER acknowledges
that it has inspected the Property and/or all mineral information (No Minerals Sell,
Surface Rights only), and that it is acquainted with the condition thereof and accepts the
same as of the time BUYER executed this Contract in its as-is condition, with no
warranties or fitness or condition, either expressed or implied.
7. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The 2019 calendar year
taxes shall be pro-rated to the date of closing. BUYER will be responsible for all
subsequent taxes.
8. **EVIDENCE OF TITLE.** SELLER shall provide BUYER a commitment for title insurance
in the amount of the purchase price, issued by **closing company**. The title insurance
commitment shall commit the title company to issue to BUYER its standard owner's
policy in the amount of the purchase price, subject only to the title company's standard

exceptions, easements, covenants, conditions, and restrictions of record or apparent on the Property, applicable zoning and building restrictions, and general real estate taxes for the year 2015 and all subsequent years. If BUYER has any valid objections the status of title, BUYER shall provide SELLER with written notice of BUYER'S objections within seven (7) days of BUYER'S receipt of the title insurance commitment. Objections shall be made and cured per the Kansas Bar Association Title Standards. SELLER may, at SELLER'S discretion take action to resolve Buyer's objections to the status of title. If SELLER fails or refused to resolve BUYER'S objections to title then BUYER may either purchase the Property subject to BUYER'S objections, or BUYER may terminate this Contract, in which event BUYER'S earnest money deposit shall be returned to BUYER. The applicable owner's premium and search fee for the title insurance policy shall be paid ½ by the SELLER and ½ by the BUYER. SELLER will pay for all expenses to clear title requirements, if any.

9. **DIVISION OF EXPENSES FOR THIS TRANSACTION.** The parties agree that the closing expenses in connection with the sale and purchase of the Real Property and Personal Property and Improvement will be divided as follows:

Attorney's fees for the drafting and reviews of this Contract:

Each party will pay their own attorney fees

Documentary fees: SELLER.

Recording expenses: Conveyance Instruments: BUYER Lien Release: SELLER

Owner's title insurance premium: Divided equally between SELLER and BUYER.

Lender's title insurance premium: BUYER

Closing fee: Divided equally between SELLER and BUYER

BUYER'S loan costs, including points: BUYER

Survey (if requested by BUYER): BUYER

Mortgage Registration Tax (if applicable): BUYER

10. **SURVEY AND CONVEYANCE IN GROSS.** SELLER is **not** providing a survey. The Property will be transferred based on the legal description. BUYER agrees that the sale is "in gross" and that SELLER has made no expressed or implied guarantees of acreage

11. **MINERAL RIGHTS.** Surface Rights only

12. **LIABILITY OF ESCROW AGENT.** The parties acknowledge that the Escrow Agent hereunder acts at the request and convenience of the parties. When acting in such capacity the Escrow Agent shall not be deemed to be the agent of either of the parties. When acting in such capacity the Escrow Agent shall not be deemed to be the agent of either of the parties hereto and the Escrow Agent shall not be liable to either of the parties for any acts or omissions of Escrow Agent on its part unless taken or suffered in bad faith, in willful disregard of this Contract, or involving gross negligence. SELLER and BUYER shall, jointly and severally, indemnify, defend and hold harmless Escrow Agent from and against all costs, claims, and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to acts or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Contract, or involving gross negligence on the part of the

Escrow Agent. In no event shall the Escrow Agent be liable for interest with respect to the earnest money deposit.

13. **COMMISSION.** The parties hereto agree that no real estate commission is due any party in regard to this transaction other than SELLER'S auctioneer. Each party agrees to indemnify the other and hold it harmless in respect to any commissions, fees, judgments, or expenses of any nature or kind which it may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other party in connection with the transaction contemplated by this Contract, or any litigation or similar proceeding arising from such claims. Each party represents to the other that, other than as stated herein, there is no valid basis for such claims.
 14. **DEFAULT.** If BUYER fails to perform any obligation imposed by this Contract, SELLER may serve written notice of default upon BUYER. If such default is not corrected within five (5) days thereafter, then, at the option of the SELLER, SELLER may terminate said Contract and shall be entitled to retain the earnest money paid hereunder as liquidated damages. The foregoing remedy in the event of a default is not intended to be the exclusive remedy of SELLER and SELLER shall have the right to seek all other remedies available at law or equity, including but not limited to specific performance. In the event of SELLER'S failure to perform its obligations imposed by this Contract then BUYER shall serve upon SELLER written notice to correct such default. Should SELLER fail to correct such default within five (5) days of receipt of such notice, BUYER may seek specific performance or any other remedy provided by law or equity against the SELLER. In the event of SELLER default, SELLER shall be obligated to pay the Auction Company the entire fee that would have been paid had this transaction closed.
 15. The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Contract has been terminated as provided herein, shall notify the other party of said affidavit and shall, in the event that the other party does not object in writing within five (5) business days, deliver the earnest money to the non-defaulting party. If the non-defaulting party objects within the five (5) day period, the Escrow Agent shall retain the deposit until the parties have reached agreement on the disposition of the earnest money or a court of law has ordered the disposition of the same. Escrow Agent shall be entitled to file and interpleader action in the event of dispute regarding the disposition of the earnest money. In the event of litigation necessary to enforce the provisions of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.
 16. **GROWING CROP.** Possession on Surface Rights: will be given subject to the existing year to year lease with 1/3 of the crop share going to the new owner with the normal 1/3 share of fertilizer and seed expense.
 17. New buyer gets tenants share. No liability for the crop expenses already paid by seller. There will be some overdressing next year. I will try to get an estimate.
 18. New buyer gets grass pasture on September 1, 2021.
 19. No current mineral income.
 20. **ENTIRETY OF AGREEMENT.** This Contract contains the entire agreement between the parties.
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21. **TIME OF THE ESSENCE.** The time for performance of the obligations of the parties is of the essence of this Contract.
22. **STRICT CONSTRUCTION.** The language used in this Contract shall be deemed to be the language approved by all parties hereto to express their mutual intent and no rule of strict construction shall be applied against either party.
23. **NO WARRANTIES BY SELLER.** IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE, DOES NOT HEREIN MAKE, AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY RELATING TO THE CONDITION OF THE PROPERTY OR TO BUYER'S USE OF THE PROPERTY. ANY SUCH REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY VIRTUE OF STATUTE, COMMON LAW, CUSTOM OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER TO THE FULLEST EXTENT PERMITTED BY LAW.
24. **REAL ESTATE EXCHANGE.** SELLER hereby discloses that she may elect to complete a like kind exchange under IRC §1031. BUYER agrees to cooperate fully in such exchange, provided BUYER shall be under no obligation to pay any additional expenses related to such exchange. SELLER agrees that she shall cooperate fully in any exchanges BUYER may desire to undertake, provided SELLER shall be under no obligation to pay any additional expenses related to such exchange.
25. **NAME FOR DEED.** Buyer HEREBY INSTRUCTS TO ISSUE THE Warranty Deed as set forth on exhibit "B" attached hereto, and incorporated herein.

REQUIRED STATUTORY DISCLOSURES ADDENDUM

SELLER: The Revocable Trust of Ronnie B. Steward u/a dated June 11, 2003, as to an undivided 3/15th interest and The Bernice K. Burnet Living Trust dated the 14th day of February 1989, as to an undivided 12/15th interest

BUYER:

PROPERTY:

CONTRACT DATE:

BROKERAGE RELATIONSHIPS DISCLOSURE:

SELLER and BUYER acknowledge that the real estate licenses involved in this transaction may be functioning as agents of the SELLER, agents of the BUYER or transaction brokers, Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be the agent of the BUYER. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Real estate licensees functioning as an agent of the

BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Real estate licensees functioning in the capacity of transaction broker are not agents for either party and do not advocate the interests of either party. THE UNDERSIGNED PARTIES TO THE TRANSACTION ACKNOWLEDGE RECEIPT OF THE "REAL ESTATE BROKERAGE RELATIONSHIPS" BROCHURE.

Listing Licensee is functioning as a Transaction Broker, or Seller(s) is/are representing themselves. Selling Licensee is functioning as Transaction Broker, or Buyer(s) is/are representing themselves.

POTENTIAL PROXIMITY OF REGISTERED OFFENDER TO PROPERTY: a: Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

RADON NOTICE: a: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information, go to www.kansasradonprogram.org.

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

Exhibit A

0000 SW 106 Rd., Anthony, KS 67003

Surface Rights Only in Lot Two (2) and the Northwest Quarter (NW/4) of Section 17, Township 35 South, Range 7 West of the 6th P.M., and the West 40 acres of the East Half (E/2) of Section 17, Township 35 South, Range 7 West of the 6th P.M., all in Harper County, Kansas.

Buyer Signature	Seller Signature
Date	Date

REQUIRED STATUTORY DISCLOSURES ADDENDUM

SELLER: Estate of Cheryl K. Burnet, Michael Belanger P.R + Attorney for the Estate

BUYER:

PROPERTY: Lot 2 and NW/4 and west 40 acres of E/2 17-35 S-7 west of 6th PM Harper Co. K.S.

CONTRACT DATE: December 4, 2020

1. BROKERAGE RELATIONSHIPS DISCLOSURE:

- a. SELLER and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the SELLER, agents of the BUYER or transaction brokers. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be the agent of the BUYER. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.
b. Listing Licensee is functioning as a: (Check Applicable) [] Seller's Agent or [] Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or [X] Transaction Broker, or [] Seller(s) is/are representing themselves.
c. Selling Licensee is functioning as a: (Check Applicable) [] Seller's Agent or [] Buyer's Agent or [] Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or [] Designated Buyer's Agent (Supervising Broker acts as Transaction Broker) or [] Transaction Broker, or [] Buyer(s) is/are representing themselves.

2. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:

- a. Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at http://www.Kansas.gov/kbi or by contacting the local sheriff's office.

3. RADON NOTICE:

- a. Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information, go to www.kansasradonprogram.org.

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

ESTATE OF CHERYL K. BURNET
SELLER DATE
By Michael Belanger, EXECUTOR
SELLER DATE

BUYER DATE
BUYER DATE

Presented to Seller's Representative for signature and no signature was provided on this date:

Signature of Selling Licensee who has been unable to obtain seller's signature:

TRANSACTION BROKER ADDENDUM

AMENDMENT TO AGENCY AGREEMENTS. This Transaction Broker Addendum is part of a Buyer Agency Agreement dated _____, 20 _____, and a Seller Agency Agreement dated _____, 20 _____.

The seller agency agreement and the buyer agency agreement did not include a designated agent or includes the following affiliated licensee as a designated agent for both the buyer and the seller: ESTATE OF CHERYL R. BURNET

If no designated agent was named in the agency agreements with the buyer and the seller, and this addendum is signed by Buyer and Seller, Broker and the broker's affiliated licensees shall act as a Transaction Broker in a contemplated real estate transaction between Buyer and Seller.

If the same designated agent was named in the agency agreements with the buyer and the seller, the broker is already a transaction broker. If this form is signed by the Buyer and Seller, the designated agent shall act as a Transaction Broker in a contemplated real estate transaction between Buyer and Seller.

This addendum is only effective for the purchase of Seller's property at: Lot 2 and NW1/4 and West 40 acres of E1/2 of Section 17-355-7 west of the 6th PM Harper Co. KS

LIMITATION ON OBLIGATIONS. When acting as the agent for one party (either buyer or seller), Broker or a designated agent has duties and obligations which include utmost good faith, loyalty, and fidelity to that one party. A Transaction Broker assists the parties with a real estate transaction without being an agent or advocate for the interests of any party to the transaction.

MATTERS THAT CANNOT BE DISCLOSED. Licensees acting as a Transaction Broker shall not disclose any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.

A TRANSACTION BROKER assisting the parties in any transaction regarding the sale or lease of real estate OTHER THAN commercial property or residential property of more than four units, SHALL NOT disclose the following without the consent of all parties:

- 1) a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property,
- 2) a seller or landlord is willing to accept less than the asking price or lease rate for the property,
- 3) what the motivating factors are for any party buying, selling, or leasing the property, or
- 4) a seller, buyer, landlord or tenant will agree to financing terms other than those offered.

COMMERCIAL REAL ESTATE. A Transaction Broker assisting the parties in any transaction regarding the sale or lease of commercial property or residential property of more than four units, MAY disclose items listed in numbers 1 – 4 above unless prohibited by the parties.

CAREFULLY READ THE TERMS BEFORE SIGNING. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. A Transaction Broker's obligations and responsibilities are included in K.S.A. 58-30,113, and amendments thereto.

By ESTATE OF CHERYL R. BURNET
Paul Belger, executor 11-12-2020
 Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

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.

Troy Don Lippard, 00049950
Licensee

Troy Don Lippard, 00049950
Supervising/branch broker

Lippard Auctioneers, Inc.
Real estate company name approved by the commission

ESTATE OF CHERYL R. BORNET.

(S) Cheryl R. Bornet, PERSONAL REPRESENTATIVE
~~Buyer~~/Seller Acknowledgement (not required) EXECUTOR



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
109 W. Main
Anthony, KS 67003
Phone: 620-842-3333
Fax: 620-842-3331

Prepared Exclusively For:
Unruh Law Office
1216 Central Street
Harper, KS 67058
Phone: 620-896-7301

Contact: Lisa Lilja
Email: llilja@security1st.com

Contact: Philip Unruh
Email: unruhlaw@att.net

Report No: **2406947 Revision A**

Report Effective Date: **October 13, 2020, at 7:30 a.m.**

Property Address: **0000 SW 106 Rd., Anthony, KS 67003**

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

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

The Revocable Trust of Ronnie B. Steward u/a dated June 11, 2003, as to an undivided 3/15th interest

The Bernice K. Burnet Living Trust dated the 14th day of February 1989, as to an undivided 12/15th interest

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

Lot Two (2) and the Northwest Quarter (NW/4) of Section 17, Township 35 South, Range 7 West of the 6th P.M., and the West 40 acres of the East Half (E/2) of Section 17, Township 35 South, Range 7 West of the 6th P.M., all in Harper County, Kansas.

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

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional



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Any questions regarding this report should be directed to: **Lisa Lilja**
Phone: **620-842-3333**, Email: **llilja@security1st.com**

Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **The Warranty Deed dated March 16, 2011, and recorded March 17, 2011 as Book G91, Page 1610 failed to recite the marital status of H. Neil Roach. If said individual was single, then we require the filing of a properly executed Affidavit of Marital Status from a person of knowledge stating that said person was single on the date said instrument was executed. If said person was married at such time, then we require proper conveyance from the spouse of said individual.**
6. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the The Revocable Trust of Ronnie B. Steward u/a dated June 11, 2003.**
In the alternative, we may be provided with a copy of said Trust together with all amendments thereto. We reserve the right to make any additional requirements we deem necessary.
7. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the The Bernice K. Burnet Living Trust dated the 14th day of February 1989 .**
In the alternative, we may be provided with a copy of said Trust together with all amendments thereto. We reserve the right to make any additional requirements we deem necessary.
8. **File a Trustee's Deed from the current acting trustees of the The Revocable Trust of Ronnie B. Steward u/a dated June 11, 2003 to TBD.**
NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.

Any questions regarding this report should be directed to: Lisa Lilja
Phone: 620-842-3333, Email: llilja@security1st.com

9. **File a Trustee's Deed from the current acting trustees of the The Bernice K. Burnet Living Trust dated the 14th day of February 1989 to TBD.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.

10. **Provide this Company with a properly completed and executed Owner's Affidavit.**

11. **Recording Fees and Information for Kansas Counties:**

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

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

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

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

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

4. **If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any**



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Phone: **620-842-3333**, Email: **llilja@security1st.com**

other matters that may arise after the date of this report:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements, not shown by the Public Records
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. The lien of the General Taxes for the year **2020**, and thereafter.

NOTE: The real estate taxes for the year 2020 became due on November 1, 2020. The amount is not available at this time.

8. **General taxes and special assessments for the fiscal year 2019 in the amount of \$2,319.42, paid.**
Property ID #039-237-17-0-00-00-002.00
9. **An easement for Rural Water, recorded as Book 31M, Page 428.**
In favor of: Rural Water District No. 2
Affects: Lot 2 & NW/4 a/k/a W/2
10. **An easement for Rural Water, recorded as Book 37M, Page 734.**
In favor of: Rural Water District #2
Affects: SE/4



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11. **A Right of Way for Electric Transmission Line, recorded as Book M38, Page 1080.**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
12. **A Right of Way for Electric Transmission Line, recorded as Book M38, Page 1088.**
In favor of: SandRidge Exploration and Production, LLC
Affects: SE/4
13. **A Right of Way for Electric Transmission Line, recorded as Book M38, Page 1135.**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
14. **A Right of Way for Electric Transmission Line, recorded as Book M38, Page 1136.**
In favor of: SandRidge Exploration and Production, LLC
Affects: SE/4
15. **A Pipeline and Facilities Right of Way Grant, recorded as Book G92, Page 1247.**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
16. **A Pipeline and Facilities Right of Way Grant, recorded as Book G92, Page 1382.**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
17. **A Pipeline and Facilities Right of Way Grant, recorded as Book G92, Page 706.**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
18. **A Right of Way for 3 pipelines, recorded as Book G93, Page 1831.**
In favor of: Atlas Pipeline Mid-Continent Westok, LLC
Affects: Lot 2 & NW/4 & W 40 acres of E/2



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19. **A Right of Way for 3 pipelines, recorded as Book G93, Page 1832.
In favor of: Atlas Pipeline Mid-Continent Westok, LLC
Affects: Lot 2 & NW/4 & W 40 acres of E/2**
20. **A Pipeline and Facilities Right of Way Grant, recorded as Book G93, Page 53.
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2**
21. **A Pipeline and Facilities Right of Way Grant, recorded as Book G93, Page 614.
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2**
22. **A Pipeline and Facilities Right of Way Grant, recorded as Book G93, Page 584.
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2**
23. **Terms and provisions of the oil and gas lease executed between Ronnie B. Steward, a married man, lessor, and T.S. Dudley Land Company, Inc. , lessee, filed August 7, 2008, recorded in/on Book G90, Page 328, together with all subsequent assignments and conveyances. Ratification of Oil and Gas Lease recorded in Book G91, Page 1814. Declaration of Pooling and Unitization recorded in Book G91, Page 1806 and Book G92, Page 1258. Affidavit of Production recorded in Book G93, Page 1343 and Book G93, Page 1760.**
24. **Terms and provisions of the oil and gas lease executed between Bernice K. Burnet Living Trust, lessor, and T.S. Dudley Land Company, Inc. , lessee, filed October 8, 2008, recorded in/on Book G90, Page 530, together with all subsequent assignments and conveyances. Declaration of Pooling and Unitization recorded in Book G91, Page 1806 and Book G92, Page 1258. Affidavit of Production recorded in Book G93, Page 1343 and Book G93, Page 1760.**
25. **Memorandum of Participation and Development Agreement by and between SandRidge Exploration and Production, LLC and Altinum MidCon I, LLC, recorded September 30, 2011 in Book G92, Page 804.**
26. **Memorandum of Operating Agreement and Financing Statement executed by SandRidge Exploration and Production, LLC recorded September 30, 2011 in Book G92, Page 805.**



Security 1st Title

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27. **Memorandum of Operating Agreement and Financing Statement executed by SandRidge Exploration and Production, LLC recorded April 5, 2016 in Book G96, Page 588.**
28. **Memorandum of Crude Oil Sales Commitment by and between SandRidge Exploration and Production, LLC and Plains Marketing, LP, recorded March 1, 2012 in Book G93, Page 207.**
29. **Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC, recorded March 29, 2016 in Book G96, Page 547.**
30. **The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.**
31. **Subject to existing road, street or highway rights of way.**



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32. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
33. Rights of parties in possession under unrecorded leases.
34. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Harper County Register of Deeds.

Dated: October 13, 2020, at 7:30 a.m.

SECURITY 1ST TITLE

A handwritten signature in black ink, appearing to read "Scott A. Ben".

By: _____

LICENSED ABSTRACTER

Mineral Sample Contract

CONTRACT FOR SALE OF OIL, GAS AND OTHER MINERALS

This Agreement, made and entered into on this 13th day of March, 2019, by and between

Name:	Estate of Cheryl K. Burnet and The Ronnie B. Steward Family Trust U/A Dated 6-11-2003
Address:	2601 NW Expressway, Suite 612E Oklahoma City, OK 73112
Phone:	(405) 242-2747
Email:	mbelanger@belanger-law.net

hereinafter referred to as Seller(s),

Name:	
Address:	
Phone:	
Email:	

hereinafter called "Buyer",

Witnesseth:

- Agreement to sell and purchase:** Subject to the terms and conditions of this agreement, Buyer hereby offers to purchase from Seller, and Seller hereby agrees to sell to Buyer all of Seller's right, title and interest in and to the oil, gas and other minerals in and under the following described real estate (hereinafter referred to as the (Property):

(initialed tracts by buyer and auction company are only that apply to this contract)

_____ \$ _____ **Tract 7** NW/4 of 2-28N-9 W.I.M. Alfalfa County, OK.
(165.60± acres)

_____ \$ _____ **Tract 8** Lots 1&2 and S/2 of NE/4 of 13-29N-9 W.I.M.
Alfalfa County, Ok. (118.20± acres)

_____ \$ _____ **Tract 9** Lot 2 and NW/4 and West 40 acres of E/2 of
Section 17-35S-7 W.I.M. Harper Co. Kansas (243± acres)

_____ \$ _____ **Tract 10** NW/4 of 26-29N-8 W.I.M. Grant County OK.
(160± acres)

_____ \$ _____ **Tract 11** NE/4 of 26-29N-8 W.I.M. Grant County, OK.
(160± acres)

_____ \$ _____ **Tract 12** Lots 1 & 2 and S/2 of NE/4 of 1-28N-8 Grant
County, OK. (154.68± acres)

**SUBJECT TO ANY EXISTING LEASES OR UNITIZATION ORDERS OR
AGREEMENTS**

2. **Purchase Price:** The total purchase price which Buyer shall pay to Seller for the Property shall be

\$ _____, payable in the following manner:

(A) \$ _____ as earnest money, and partial payment of the purchase price upon signing of this contract, said sum to be paid to _____, as escrow agent, to be held in escrow in accordance with the terms of this contract.

(B) The balance of the purchase price, being \$ _____, shall be paid at closing (as hereinafter defined) by Buyer to Seller in cash or in the form of a cashier's check or other immediately available funds.

3. **Time and place of closing:** Closing shall be held on or before January 11, 2021 (the closing date) at _____ or at such other location as Buyer and Seller may agree.

4. **Pre-closing Requirements:**

Title:

Buyer understands and agrees that it is Buyer's sole responsibility to satisfy himself or herself as to the quantity of oil, gas and other minerals owned by Seller and as to the status of the title of any oil, gas and other mineral interest owned by Seller. Seller makes no representation or warranties of any kind as to the quantity of the mineral acres or fractional interest in the oil, gas and other minerals owned by Seller. Seller has no obligation whatsoever to furnish to Buyer an abstract of title to the oil, gas and other minerals being sold pursuant to this Agreement, or furnish any other evidence of title to Buyer. In no event shall Seller be required to pay for any cost associated with updating, supplementing or compiling an abstract of title. Except as otherwise stated herein, Seller agrees to deliver to Buyer marketable title to the oil, gas and other minerals Seller owns in and under the Property, subject to surface use and ownership, reasonable utility easements, rights-of-way, restrictive or protective covenants of record, if any, oil and gas leases, if any, and outstanding oil, gas and other mineral interests owned by third parties. Buyer agrees to satisfy himself as to the status of Seller's title in the oil, gas and other minerals in and under the Property and will notify Seller of any objections to title within 10 days of the date of this contract first written above.

Notwithstanding anything herein to the contrary, Buyer and Seller agree that Seller shall have no obligation to furnish to Buyer Certificates of Non-Development or Certificates of Records Search from the Oklahoma & Kansas Corporation Commission, or to furnish to Buyer an abstract of spacing covering the Property, or any other information concerning the spacing and unitization that may exist for the Property.

No matter shall be construed as a valid objection to title under this contract unless it is so construed under the Real Estate Title Examination Standards of the Oklahoma & Kansas Bar Association, where applicable. In case of valid objections to title, Seller shall have 60 days from being notified of such objections, or such additional time as may be agreed to in writing by Buyer and Seller, to satisfy such objections. If such valid objections cannot be satisfied within the time specified in this paragraph, any earnest money paid pursuant to paragraph 2(A) herein shall be returned to Buyer and this contract shall be of no force and effect.

5. **Apportionment and Adjustments:**

The following items are to be apportioned to and adjusted between Seller and Buyer as of the close of business on the closing date and are to be assumed and paid thereafter by Buyer: (i) all taxes, general or special, and all other public or governmental charges or assessments against the Property, and (ii) bonuses, rentals and royalties, if any, which are unpaid as of the closing date. Buyer agrees to assume liability and indemnify Seller for any differences or monetary damages that may occur as a result

of the oil, gas and other mineral interest sold herein being previously overproduced and/or overpaid under any applicable oil and gas lease or gas contracts covering the property.

6. **Risk of Loss Pending Closing/Possession:**

Until closing or transfer of possession, the risk of loss or damage to or destruction of the property shall be upon Seller. The risk of loss shall pass to Buyer at closing or transfer of possession. Possession of the property shall transfer to the Buyer at closing.

7. **Event Occurring at Closing:**

7.1 **Seller's Performance:** Seller shall deliver to Buyer a good and sufficient Mineral quit claim deed accompanied by necessary documentary stamps paid by Seller, fully and duly executed and acknowledged, conveying all of Seller's right, title and interest in and to the oil, gas and other minerals underlying the Property, subject to surface use and ownership, utility easements, rights-of-way, restrictive or protective covenants of record, oil and gas leases of record, if any, and outstanding mineral interests owned by third parties.

7.2 **Buyer's Performance:** Buyer shall deliver to Seller the purchase price as noted herein.

8. **Closing Costs:**

8.1 **Seller's Costs:** Seller shall pay the following costs and expenses in connection with the Closing: (i) documentary stamp taxes; (ii) recording fees for any title curative documents permitted herein, and (iii) for preparation of the Mineral quit claim deed.

8.2 **Buyer's Cost:** Buyer shall pay the following costs and expenses in connection with the Closing: (i) recording fees for the Mineral quit claim deed, (ii) title examination and/or title search fees, and (iii) abstracting expenses, if any.

8.3 **Other Costs:** All other expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Agreement, including, but not limited to, attorney fees of Buyer and Seller, are to be borne and paid exclusively by the party incurring same, without reimbursement except to the extent otherwise specifically provided in this Agreement.

9. **Commissions:**

Seller has hired Lippard Auctioneers Inc. to assist with the sale of the property hereunder. Seller shall pay any brokerage fees, commissions or costs arising out of this Agreement and the consummation of the transaction contemplated hereby. Buyer warrants and represents to Seller that Buyer has not used the services of any real estate agent, broker or finder.

10. **Notices:**

Any notices required or permitted to be given by either party to the other shall have been deemed served when hand-delivered; or, if the United States Mail is used, on the second business day after the notice is sent via certified mail, return receipt requested, to the other party at the following address, see below. Either party, by written notice to the other, may change its address to which notices are to be sent.

11. **Default and Penalties:**

(A) Either party to this Agreement shall be deemed to be in default hereunder in the event that such party shall fail to comply with, observe or complete any covenant, agreement, obligation, or performance within the time limits and in the manner required of that party herein.

(B) In the event Seller shall be deemed to be in default by virtue of the occurrence of any one or more of the events specified herein, Buyer may, at Buyer's option, do one of the following as Buyer's sole and exclusive remedy for such default: (i) terminate this Agreement by written notice delivered to Seller on or before Closing Date, in which event Buyer shall be entitled to a return of the escrow money, or (ii) enforce specific performance of this Agreement against Seller.

(C) In the event Buyer shall be deemed to be in default, Seller and Lippard Auctioneers Inc. will split 50/50 the earnest money, not to exceed the commission that is due to Lippard Auctioneers, Inc., paid pursuant to paragraph 2(A) herein as liquidated damages for the breach of this contract by Buyer. Seller and Buyer agree that such amount is a reasonable amount for liquidated damages and it would be impractical and extremely difficult to determine actual damages.

(D) In the event any matter regarding this contract is litigated, the prevailing party shall be entitled to recover a reasonable attorney's fee and costs of the action.

12. **Miscellaneous Provisions:** Buyer understands by signing this contract that the abstract will not be brought to date, there will only be a Mineral quit claim deed provided.

SELLER INITIAL _____

BUYER INITIAL _____

12.1 **Binding Effect:** This Agreement shall be binding upon the parties hereto and on their respective heirs, successors, and assigns.

12.2 **Fax Signatures:** All parties agree to accept facsimile signatures as original signatures.

12.3 **Entire Agreement:** This agreement contains the final and entire agreement between the parties, and the parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any amendment to this Agreement shall be valid only if executed in writing by both parties, or their heirs, successors and assigns.

12.4 **Governing Law:** This Agreement shall be construed, interpreted and enforced according to the laws of the State of Oklahoma & Kansas without regard to principles of conflict of laws.

12.5 **Time:** Time is of the essence for all performance required by this Agreement.

In witness whereof the parties hereto have duly executed this contract for sale of mineral interest as of the date first above written.

_____ **Buyer** _____ **Seller**
 Estate of Cheryl K. Burnet, and show the signing block by
 Michael Belanger, Executor and Personal Representative;

_____ **Buyer** _____ **Seller**
 The Ronnie B. Steward Family Trust U/A Dated 6-11-2003, by
 William B. Steward and Patrick A. Steward as Co-Trustees

Receipt: The undersigned Escrow Agent acknowledges receipt of the earnest money referred to in paragraph 2(A) and agrees to hold it in a trust or escrow account in accordance with the terms of the above contract, applicable laws, rules and regulations governing such funds. The Escrow Agent shall be entitled to accept Buyer's personal check for the earnest money and endorse it for deposit without recourse. If Seller does not approve the above contract, the earnest money shall be returned to the Buyer.

Dated: _____ Escrow Agent