

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4th day of April 2023 by and between

See attached Exhibit "A"

party of the First Part, hereinafter referred to as "Seller", whether one or more, and

party of the Second Part, hereinafter referred to as "Buyer", whether one or more.

1. **Property.** Seller agrees to sell and convey to Buyer by Warranty Deed or Trustees Deed the following described property (the Property): See attached Exhibit "B"
2. **Purchase Price.** Buyer agrees to purchase, and pay to Seller, as consideration for the conveyance of the Property, the sum of \$ _____ dollars in the following manner: \$35,000 as earnest money with the remaining balances due on closing.
3. **Title Evidence.** Seller agrees to share equally with Buyer the closing agent costs and the cost of a title insurance company's commitment and standard ALTA form owner's policy (except survey matters) to the Property, showing a marketable title vested in Seller, subject to easements, restrictions, covenants, and other matters of record. Any endorsements shall be paid solely by Buyer. The title evidence shall be presented to prospective Buyer on day of auction. Buyer acknowledges: (a) receipt of the title commitment prior to entering into this agreement; (b) review of the title commitment to the Buyer's full satisfaction; and (c) waiver of any right to object to any exceptions listed therein. If Seller fails to satisfy all such title requirements imposed on Seller pursuant to title commitment, Buyer may, as its sole remedy and at Buyer's election, either: (a) cancel this agreement and receive a return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver. Buyer waives any right to seek specific performance or to seek damages from Seller.
4. **Delivery.** A duly executed copy of this Agreement shall be delivered to the parties.
5. **Earnest Money.** Buyer agrees to and does hereby deposit with Security 1st Title the sum of \$35,000 earnest money, as a guarantee that the terms and conditions of this agreement shall be fulfilled, said deposit to be applied on the purchase price upon delivery of deed by Seller. In the event Buyer shall fail to fulfill his obligations hereunder, Seller may, at his option cancel this agreement, and thereupon the aforementioned deposit shall become the property of Seller and his Agent, not as a penalty but as liquidated damages. Notwithstanding any of the other terms of this Agreement providing for the forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Agreement or court order.
6. **Fees.** In the event a title or abstract company prepares a Deed, Affidavit of No Liens, or other necessary documents to complete this transaction, the charge for the same, in addition to the cost of closing the transaction, shall be shared equally between the Buyer and Seller.
7. **Real Estate Taxes** All taxes and installments for special assessments will be prorated for the calendar year based on taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year, adjusted for the most recent mill levy, if known.
8. **Closing Date.** Time of the essence of this Agreement, and this transaction will be consummated on or before May 5, 2023.
9. **Possession.** Possession shall be given to Buyer at Closing subject to an existing Oil and Gas Lease to which the Buyer takes subject. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, will be developed and operated as an entirety and the royalties will be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area.
10. **Agency Disclosure.** Sundgren Realty Inc. is functioning the Seller's Agent. Buyer acknowledges receipt of the "Real Estate Brokerage Relationship" brochure. Buyer agrees to hold Seller harmless from the claim of any person or entity claiming a sales commission or similar right to payment by or through Buyer.
11. **Representations and Recommendations.** Unless otherwise stated in writing, neither Sundgren Realty Inc, nor its

brokers or licensees have made, on their own behalf, any representations or warranties, express or implied, with respect to any element of the Property including but not limited to, the legal sufficiency, legal effect, or tax consequences of this transaction. Any information furnished by either party should be independently verified before that party relies on such information. Sundgren Realty Inc. recommends that Buyer consult its attorneys and accountants before signing this Agreement regarding the terms and conditions herein and that Seller satisfy itself as to the financial ability of Buyer to perform.

12. **Inspection.** Buyer has inspected the property to their satisfaction and is purchasing the subject property in its “AS IS, WHERE IS” condition. Seller is making no representations or warranties, express or implied, regarding the value, profitability, merchantability, fitness, environmental or physical condition, or usefulness of the property. Buyer acknowledges receipt of a title insurance commitment and all other pertinent documents. In making the decision to buy the Property, Buyer is relying wholly and completely on Buyer’s own judgement and the judgement of any agents Buyer may have selected.
13. **Environmental Conditions.** Seller states that to the best of Seller’s knowledge, there is no hazardous waste or biological hazards disposed of or contained on the Property. Buyer is purchasing property in its “where is, as is” condition. Neither Seller nor Sundgren Realty Inc. has made any representations concerning the environmental conditions of the property including the presence of noxious weeds as defined in K.S.A. 2-1314.
14. **Waiver.** Buyer freely makes the following waiver: BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY INSPECTED THE PROPERTY AND SUBJECT TO ANY INSPECTIONS ALLOWED IN THIS AGREEMENT, BUYER AGREES TO PURCHASE THE PROPERTY IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES BY SELLER CONCERNING THE CONDITION OR VALUE OF THE PROPERTY, OTHER THAN AS EXPRESSLY MADE IN THIS AGREEMENT. BUYER HAS BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS. BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR SUNDGREN REALTY INC. IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY. EXCEPT AS EXPRESSLY DISCLOSED IN THIS AGREEMENT, SELLER HAS MADE NO REPRESENTATIONS REGARDING THE PROPERTY OR ITS CONDITION, INCLUDING BUT NOT LIMITED TO, ANY ENVIRONMENTAL CONDITION THEREON AND BUYER DECLARES THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY BUYER
15. **Additional Property Rights.** If Seller possesses any water rights, wind rights, and or mineral rights in or to the Property, all such rights will transfer to Buyer at closing without warranty of any kind.
16. **1031 Tax Exchange.** A material part of the consideration to Buyer for purchasing the Property from Seller and Seller selling the Property to Buyer is that both Buyer and Seller have the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code.
17. **Authority to Bind.** Each individual who executes this Agreement on behalf of a party represents that he/she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his/her authority.
18. **Integration.** This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement. Facsimile signatures, digital signatures, or scanned image such as a PDF via e-mail of the parties will be binding upon all of the parties.
19. **Agreement to Terms.** Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below agree to all terms contained herein.
20. **Binding Effect.** This Agreement shall be binding upon Buyer, Seller, and their respective heirs, successors, and assigns.
21. **Assignment.** This agreement shall not be assigned by Buyer without the prior written consent of Seller.
22. **Choice of Law.** This Agreement will be governed by the laws of the State of Kansas.
23. **Severability.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
24. _____

BUYER

SELLER

BUYER

SELLER

BUYER

SELLER

Sundgren Realty Inc.
Broker: Joe Sundgren
Agent: Jeremy Sundgren
License No.: BR00053945
Phone: 316-377-0013
Fax: 316-321-7116
Email: Jeremy@Sundgren.com

Exhibit "A"

Wava J. Craft and Michael R. Craft

Linn R. Snell and Judy L. Snell

Joan K. Brown

Elmer Clayton Finney, Jr. and Patricia Finney

Roberta K. Lewis and Wilford Lewis

Sterling College

Anna Mae Lambert

Donald F. Anderson Trust

Juanita V. Myers

Fred Fowler and Beverly Kay Revocable Trust

Michael S. Anderson and LaVona Anderson

Estate of Thomas D. Anderson

Loraine H. Anderson

Nancy Ohlmansiek and Dennis Ohlmansiek

Marc W. Anderson and Robin Anderson

Sondra G. Hansen

Susan K. Wetzel and Dave Wetzel

Everett C. Sowers and Marilyn Sowers

Wanda L. Soldan and Richard Soldan

Ernestine Hatch

Bryan E. Finney and Susan Finney

Timothy C. Finney and Anna Finney

Juleen R. Nuessen and Clinton Nuessen

Linda Finney

Tanya S. Eubanks

Gene and Eleanor Hickman Trust

Brian S. Finney

Helen Fowler

William C. Johnson Jr.

Dorothy Bowlin

The Estate of Barbara A. Olson

Virginia Sorenson

Raymond Johnson

Janet Greene Brown Trust

Connie S. Wilson and Curtis Wilson

Lori C. Middleton and Dan Middleton

Wilma J. Schmidt

Finney Family Trust

Wanda Y. Grimsley and Larry Grimsley

Estate of Mary B. Fowler

Bradley E. Snell

Christopher Snell

Donald J. Bobbitt

El Dorado Farms

Cynthia Dawson and Nick Dawson

Shaun Fowler

Leonard G. Anderson III

Sarah E. Siner

Rachel G. Anderson

Joel P. Anderson

EXHIBIT "B"

The Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas, also the West Half of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas

EXCEPT

a parcel of land beginning at the Northwest Corner of the Southeast Quarter of Section 4; thence East 80 rods; thence Running South 30 rods; thence running West 80 rods; thence running North 30 rods to the point of beginning

ALSO

The Southeast Quarter of the Southeast Quarter of Section 4, all in Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas

EXCEPT (part sold on Deed Book 242, Page 78)

Surface Only

Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence West 417.43 feet along the North line of the Southeast Quarter of the Southeast Quarter of Section 4; thence South 313.06 feet; thence East 417.43 feet; thence North 313.06 feet to the point of beginning.

AND EXCEPT (part sold on Deed Book 240, Page 118)

Surface Only

Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence South 313.06 feet for a point of beginning; thence South 208.71 feet; thence West 208.71 feet; thence North 208.71 feet; thence East 208.71 feet to point of beginning

AND EXCEPT (part sold on Deed Book 240, Page 500) Surface Only

Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence South 521.77 feet for a point of beginning; thence South 208.71 feet; thence West 208.71 feet; thence East 208.71 feet to point of beginning.

AND EXCEPT (part sold on Deed Book 241, Page 67)

Surface Only

Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence South 730.48 feet for a point of beginning; thence South 208.71 feet; thence West 208.71 feet; thence North 208.71 feet; thence East 208.71 feet to point of beginning.

AND EXCEPT (part sold on Deed Book 259 Page 184)

Surface Only

Beginning at a point 939.19 feet South of the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence

South 395.75 feet to the Southeast Corner of said Section 4; thence West along the South line of said Section 4; thence North parallel with the East line of said Southeast Quarter of the Southeast Quarter a distance of 395.68; thence East 208.71 to place of beginning

AND EXCEPT (part sold on Deed Book 307 Page 491)

Surface Only

The Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas described as follows: Commencing at a point 208.71 feet West of the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence West along said Quarter Section line a distance of 208.72 feet; thence North a distance of 1,021.78 feet to a point which is 313.06 feet South and 417.43 feet West of the Northeast Corner of the Southeast Quarter of the Southeast Quarter of said Section; thence East 208.72 feet; thence South 1,021.78 feet to beginning.

AND EXCEPT (part sold on Deed Book 326 Page 442)

Surface Only

The West 251.02 feet of the Northwest Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M.,

EXCEPT

The North 495 feet thereof, Butler County, Kansas

AND EXCEPT (part sold on Deed Book 326 Page 459)

Surface Only

The East 280 feet of the West 531.02 feet of the Northwest Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M.,

EXCEPT

The North 495 feet thereof, Butler County, Kansas

AND EXCEPT (part sold on Deed Book 326 Page 646)

Surface Only

The Northwest Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M.,

EXCEPT

The West 531.02 feet

AND EXCEPT

The North 495 feet thereof, Butler County, Kansas

AND EXCEPT (part sold on Deed Book 242 Page 198)

Surface Only

Beginning at the Northeast Corner of the Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County Kansas; thence South 86.5 feet; thence West 626.13 feet for a point of

beginning; thence South 412.17 feet; thence West 208.71 feet; thence North 411.72 feet; thence East 208.71 to point of beginning

AND EXCEPT (part sold on Deed Book 245 Page 76)

Surface Only

Beginning at the Northeast Corner of the Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence South 86.5 feet for a point of beginning; thence West 626.13 feet; thence South 412.17 feet; thence East 626.13 feet; thence North 413.50 feet to point of beginning.

AND EXCEPT (part sold on Deed Book 248 Page 226)

Surface Only

Beginning at the Northeast Corner of the Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M.; thence West 843.84 feet for a point of beginning; thence South 411.72 feet; thence West 417.42 feet; thence North 411.28 feet; thence East 417.42 feet to place of beginning, Butler County, Kansas

AND EXCEPT (part sold on Book 825 Page 240)

Surface Only

Beginning 1252.26 feet West of the Northeast Corner of the Southwest Quarter; then South 499.5 feet, West 286.45 feet; then North and East to the beginning, all in Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County Kansas. Subject to public road.

AND EXCEPT (part sold on Book 1018, Page 158)

Surface Only

The Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas;

EXCEPT

Beginning at the Northeast Corner of said Southwest Quarter; thence West 1252.26 feet; thence South 1126.13 feet; thence East 1252.26; thence North 1126.13 feet to point of beginning of excepted tract;

AND EXCEPT

Beginning at a point 1252.26 feet West of the Northeast Corner of said Southwest Quarter; thence South 449.5 feet; Thence West 286.45 feet; thence North 499.5 feet; thence East 286.45 feet, to point of beginning of Excepted tract;

AND EXCEPT

Beginning 1562 feet North of the Southwest Corner of said Southwest Quarter; thence North 363 feet; thence East 660 feet; thence South and West to Beginning. Grantor hereby retains a full and complete life estate and right to receive all of the income from such property for and during his natural lifetime.

AND EXCEPT (part sold on Deed Book 344, Page 297)

Surface Only

Beginning at a point 1562 feet North of the Southwest Corner of the Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence North on the West line

of said Southwest Quarter a distance of 363 feet; thence East at a 90° angle a distance of 660 feet; thence South 363 feet; thence West 660 feet to the point of beginning.

AND EXCEPT (part sold on Deed Book 274, Page 225) Surface Only

Beginning at a point 500 feet South of the Northeast Corner of the Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence South 417.42 feet; thence West 626.13 feet; thence North 417.42 feet; thence East 626.13 feet to the place of beginning.

AND EXCEPT (part sold on Deed Book 274, Page 225)

Surface Only

Beginning at a point 500 feet South and 626.13 feet West of the Northeast Corner of the Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas; thence South 417.42 feet; thence East 626.13 feet to a point that is 917.42 feet South of the Northeast Corner of said Section; thence South 208.71; thence West parallel with the North line of said Quarter Section a distance of 1252.26 feet; thence North 626.13 feet more or less to the Southwest Corner of that tract of land conveyed to Philip A. Muth and Wife by Warranty Deed of record in Volume 248 of Deeds, Page 226; thence East 626.13 feet to point of beginning.

AND EXCEPT (part sold on Book 1021, Page 91)

Surface Only

Beginning at a point on the East line of the Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas, said point being 1330 feet, more or less, South of the Northeast Corner of Said Southwest Quarter; thence North 89°59'43" West, a distance of 1215 feet; thence North 53°3'42" West, a distance of 170.75 feet; thence North 0°4'50" West, a distance of 730.34 feet; thence South 89°54'44" East, a distance of 100 feet; thence South 0°4'50" East, a distance of 627.14 feet (measured) (629.41 feet deeded); thence South 89°59'43" East, a distance of 1250.73 feet (measured) (1251.31 feet deeded); thence South 0°15'0" East, a distance of 205.66 feet to the point of beginning.