

# LIVE & ONLINE LAND AUCTION

363± Acres / Barndominium 374 N 750 Road, Overbrook, Douglas County, Kansas

Tuesday, October 7 at 11:00 am

# **LIVE AUCTION LOCATION:**

Venue 1235 1235 N 3rd St Lawrence, KS

online BIDDING: gavelroads.com

# **PROPERTY OPEN HOUSES:**

9/16, 4PM -7PM 10/4, 11AM -2PM

**Showings by Appointment** 









**Description:** This 363± acre property, selling as 1 tract, is 15 miles southwest of Lawrence and provides a unique combination of grassland, mature timber, and high-quality recreation. Bordering nearly two miles of Corps of Engineers ground on two sides, this property offers exceptional privacy with heavy timbered draws, creek bottoms, ponds, and dramatic elevation changes that create exceptional hunting opportunities and sweeping views. A 2008 barndominium anchors the property with 3,200 SF – 1,200 SF of living space (1-bed, 1-bath, open kitchen/family room, utility room) and 2,000 SF of heated & cooled shop/garage space for gear, toys, and gatherings, all wrapped in a porch made for sunsets. A 2,000 SF metal barn built in 2009 with twin roll-up doors and a solid concrete floor is ready for everything from equipment to weekend projects. Ranch infrastructure includes quality border & cross fencing, continuous fenced grow lot, loadout facility, and gathering pen, rural water, automatic waterers, and a recent perimeter survey.

**Location:** 374 N 750 Road, Overbrook, KS 66524 From K-10 & 59 Hwy, go south 1 mile, turn west on N 1200 Rd, follow curves for 7 miles to N 950 Rd & go 3 more miles, then south on E 550 Rd for 2 miles, west on N 750 Rd for 1.4 miles – property is on the right.

**Soil Types:** 50% Class III and IV

Minerals: Seller's mineral interest will pass to Buyer

Water: Seller's water interest will pass to Buyer

**Possession:** At time of funding

**Taxes:** (2024) \$5,056.16 - Taxes will be prorated to the date of closing

**Legal Description:** A combination of 7 parcels totaling 363 +/- acres in township 14, range 18 – refer to bidder packet for legal description & current survey

**TERMS:** Earnest money of 10% of the purchase price is required and shall be paid the day of the auction with the balance due on or before 11/6/2025. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. HECK is agent of the seller. Gavel Roads is providing auction services and is acting as transaction broker. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.



Brian Pine, Broker 785-423-1220 | brian@heck.realestate



AUCTION SERVICES PROVIDED BY



Tyler Francis, Auctioneer 316-734-7342 | tyler@gavelroads.com

# **Black Hat Ranch**

# **Features List**

# 363 +/- contiguous acres

- 73 acres of mature timber and wooded draws
- 290 acres of pasture
- Bordered by two miles of Corps of Engineers ground
- 188' ft of elevation changes throughout the property
- Gated entrance with over ¾ mile of private / secluded winding driveway
- Four ponds
- Rural Water
- Views of Clinton Lake

#### **ACTIVITIES**

- Deer and turkey hunting
- UTV trails
- Accessibility to 75 miles of horse-riding trails at Rockhaven Park
   Equestrian Campground from three points on the ranch

## **FENCING**

- Fully fenced perimeter
- Cross fencing
- Continuous fence load out pens
- Three continuous fence gathering pens

### **STRUCTURES**

- Barndominium
  - o 1200 sq ft of living space
  - Wrap-around covered porch
  - o 2000 sq ft of shop / garage space
  - o Two overhead roll up doors
  - o All climate controlled
  - Oven, cooktop, microwave, refrigerator, and wood burning insert included
- 50 x 40 Shop
  - o Insulated with concrete floor
  - Two electric overhead doors

# **BLACK HAT RANCH**

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**Preliminary Title Commitment** 

**BRRETTA Disclosure** 

# **AUCTION TERMS AND CONDITIONS**

#### Property Description: 363 ± Acres 374 N 750 Road, Overbrook, Kansas

On behalf of the owners of the real estate (the "Seller"), HECK as representative real estate agents, and Gavel Roads as auction services provider and transaction broker, will be conducting this auction. The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from HECK and/or Gavel Roads.

Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.

**Down Payment:** Winning Bidder will be required to make a non-refundable earnest money down payment equal to Ten Percent (10%) of the total purchase price day of auction upon signing a purchase agreement immediately following the close of bidding. The down payment may be paid in the form of personal check, business check, cashier's check, or wire, and will be held by *Kansas Secured Title*. The remainder of the purchase price and closing costs are payable at closing within 30 days of auction day. *YOUR BIDDING AND PURCHASE AGREEMENT WILL BE NON-CONTINGENT UPON FINANCING*. It is strongly recommended that potential bidders ensure in advance (if needed) they are able to obtain necessary financing to close the transaction.

**Purchase Agreement & Attachments:** Purchase Agreement (Sales Contract) will be written with no contingencies. All documents that will be attached and incorporated into the Purchase Agreement are included in the Bidder Packet for review.

**Inspections:** Property will be available for inspections during the scheduled *Open House Tuesday September 16, 2025 4:00 - 7:00 p.m. AND Saturday, October 4, 2025 11:00 a.m. - 2:00 p.m.* OR by appointment. All prospective bidders are encouraged to inspect the property and have any and all inspections completed (at prospective bidders' expense) prior to auction day. Property will be sold "as is" in its present existing condition. Your bidding and Purchase agreement will be NON-CONTINGENT on Inspections.

**Title:** Seller shall provide clear title and execute proper deed conveying the real estate to the Buyer (s).

**Possession:** Possession will be given at funding.

Real Estate Taxes: Real Estate taxes shall be pro-rated as of the closing date.

Easements: Refer to title commitment.

**Closing:** Anticipated closing date shall be on or before November 6, 2025. Closing will be conducted by *Kansas Secured Title, Lawrence, KS.* 

**Agency:** HECK and its representatives are agents for the sellers. Gavel Roads is providing auction services and is acting as transaction broker for the sellers.

**Disclaimers**: The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller, HECK, or Gavel Roads.

It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding. Bidder acknowledges that Bidder has had an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller, HECK, or Gavel Roads has been obtained from a variety of sources. Seller, HECK, and Gavel Roads have not made any independent investigation or verification of the information and

make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller, HECK, or Gavel Roads.

Information contained within this bidder packet is subject to verification by all parties relying on it. Diagrams/dimensions are approximate. Acreage is estimated. All information contained and any related material are subject to the terms and conditions of the sale outlined in the purchase contract.

Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions made by the auctioneer are final. The Seller, HECK, and Gavel Roads reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc.

Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. HECK and Gavel Roads may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.

**New Data, Corrections and Changes**: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. *ALL ANNOUNCEMENTS AND INFORMATION GIVEN/MADE FROM THE AUCTION PODIUM SHALL TAKE PRECEDANCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.* 

## **BLACK HAT RANCH**

# **Legal Descriptions**

#### Tract 1:

The Southwest Quarter of Section 4, Township 14 South, Range 18 East of the 6th P.M., in Douglas County, Kansas.

#### Tract 2:

The Northeast Quarter of the Southeast Quarter of Section 5, Township 14 South, Range 18 East of the 6th P.M., in Douglas County, Kansas.

#### Tract 3:

A tract of land in the Northeast Quarter and the Southeast Quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M. in Douglas County, Kansas, described as follows: Beginning at the Northeast corner of said Section 8; thence on a bearing of S 0 °26'26" East coincident with East line of said Section, 1849.49 feet; thence North 53 °34'57" W, 1105.43 feet; thence South 00°12'38" East, 1463.34 feet to a point on the South line of the Northeast Quarter of said Section; Thence Continuing South 00°12'38" East, 74.03 feet to a point on the centerline of the Road Right of Way now described by Road Record Number 266; thence Coincident with said Centerline the following four courses; 84 °23'59" West, 213.98 feet; North 74°38'59" West, 195.20 feet, to a point on said South Line of said Northeast Quarter Section; North 74°38'59" West, 134.80 feet; South 89°51'01" West, 53.76 feet; thence departing said Centerline North 00 °12'38" West, 1493.78 feet; thence South 89°47'22" West, 1010.38 feet to a point on the Easterly line of USA Property as described in Book 294, Page 1071; thence coincident with last said line North 36 °17'48" East, 1399.23 feet to the Northeast corner of the Northwest 1/4, Northeast 1/4, Northwest 1/4, Northeast 1/4 of said Section 8; thence North 89°50'16" East coincident with the North line of said Section 8, 1642.21 feet to the point of beginning.

#### Tract 4:

A tract of land in the Northeast Quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M. in Douglas County, Kansas, described as follows:

Commencing at the Southwest corner of said Quarter Section; thence N 89 °47'22" E coincident with the South line of said Quarter Section, 554.54 feet; thence N 62 °59'35" E, 81.58 feet to the point of beginning, said point being on the centerline of road right of way as now described by Road Record No. 266; thence S 89 °51'01" W coincident with said centerline, 76.49 feet; thence N 62 °38'59" W continuing on said centerline, 265.11 feet to a point on the Southeasterly line of USA Property described in Book 294, Page 1071; thence N 62 °59'35" E coincident with said Southeasterly line of USA Property, 382.32 feet to the Northeast corner of the South Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 8; thence N 33 °45'20" W coincident with the Northeasterly line of said USA Property, 1194.70 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 8; thence N 36 °17'48" E coincident with the Southeasterly line of said USA Property, 251.80 feet; thence N 89 °47'22" E, 274.32 feet; thence S 33°45'20" E,879.60 feet; thence S 0°12'38" E, 618.83 feet; thence S 62°59'35" W, 313.41 feet to the point of beginning.

#### Tract 5:

A tract of land in the Northeast Quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M. in Douglas County, Kansas, described as follows:

Commencing at the Southwest corner of said Quarter Section; thence N 89 °47'22" E coincident with the South line of said Quarter Section, 554.54 feet; thence N 62 °59'35" E, 81.58 feet to the point of beginning, said point being on the centerline of road right of way as now described by Road Record No. 266; thence N 62 °59'35" E, 313.41 feet; thence N 0°12'38" W, 618.83 feet; thence N 33°45'20" W, 879.60 feet; thence N 89°47'22" E, 736.06 feet; thence S 0°12'38" E, 1493.78 feet to a point on said centerline of road right of way; thence S 89 °51'01" W coincident with said centerline; 529.75 feet to the point of beginning.

#### Tract 6:

A tract of land in the Northeast Quarter and the Southeast Quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M. in Douglas County, Kansas, described as follows:

Commencing at the Southwest corner of said Northeast Quarter Section; thence N 89 °47'22" E coincident with the South line of last said Quarter Section, 1741.66 feet to the point of beginning; thence N 0 °12'38" W, 1463.34 feet; thence S 53°34'57" E, 1105.43 feet to a point on the East line of said Quarter Section; thence S 86°30'37" W, 576.16 feet; thence S 4°22'54" W, 773.35 feet to a point on the South line of said Quarter Section; thence S 0°12'38" E, 66.69 feet to a point on the centerline of road right of way as now described by Road Record No. 266; thence S 69°17'22" W, coincident with said centerline 73.57 feet; thence N 84 °23'59" W continuing on said centerline 182.02 feet; thence N 0 °12'38" W, 74.03 feet to the point of beginning.

#### Tract 7:

The Southeast Quarter of the Southeast Quarter of Section 5, Township 14 South, Range 18 East of the 6th P.M., in Douglas County, Kansas.



# **BLACK HAT RANCH**















This 363 $\pm$  acre property, selling as 1 tract, is 15 miles southwest of Lawrence and provides a unique combination of grassland, mature timber, and high-quality recreation. Bordering nearly two miles of Corps of Engineers ground on two sides, this property offers exceptional privacy with heavy timbered draws, creek bottoms, ponds, and dramatic elevation changes that create exceptional hunting opportunities and sweeping views. A 2008 barndominium anchors the property with 3,200 SF - 1,200 SF of living space (1-bed, 1-bath, open kitchen/family room, utility room) and 2,000 SF of heated & cooled shop/garage space for gear, toys, and gatherings, all wrapped in a porch made for sunsets. A 2,000 SF metal barn built in 2009 with twin roll-up doors and a solid concrete floor is ready for everything from equipment to weekend projects. Ranch infrastructure includes quality border & cross fencing, continuous fenced grow lot, loadout facility, and gathering pen, rural water, automatic waterers, and a recent perimeter survey.





AUCTION SERVICES PROVIDED BY





# **BLACK HAT RANCH**















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**Soil Types:** 50% Class III and IV

Minerals: Seller's mineral interest will pass to Buyer

**Water:** Seller's water interest will pass to Buyer

**Possession:** At time of funding

Taxes: (2024) \$5,056.16 - Taxes will be prorated to the date of closing

**Legal Description:** A combination of 7 parcels totaling 363 +/- acres in Section 4,5,& 8, Township 14, Range 18 – refer to bidder packet for legal description & current survey





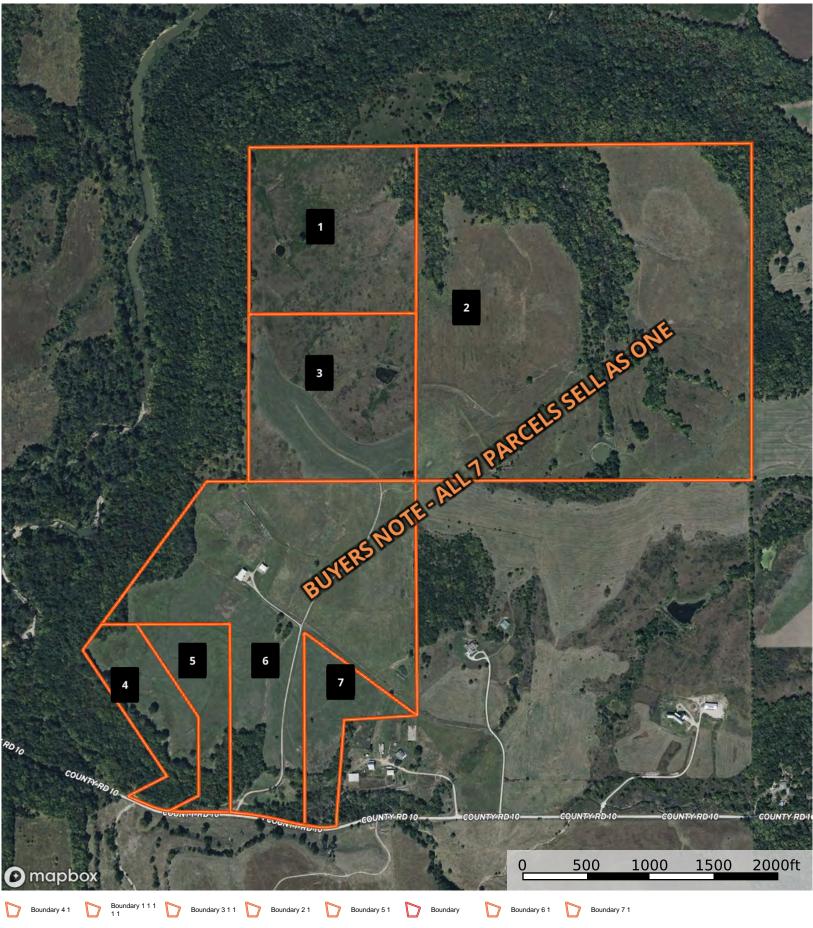
AUCTION SERVICES PROVIDED BY



# BlackHat Holdings, L.L.C./Paul S. Francis Revocable Trust

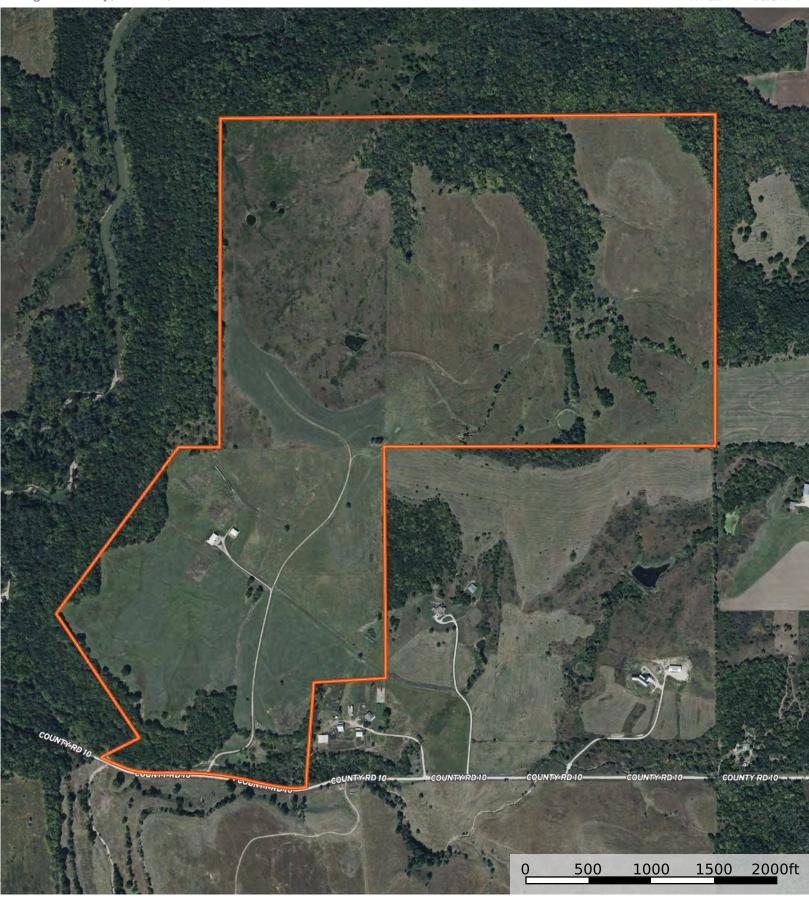
Kansas, AC +/-





Douglas County, Kansas, 363 AC +/-



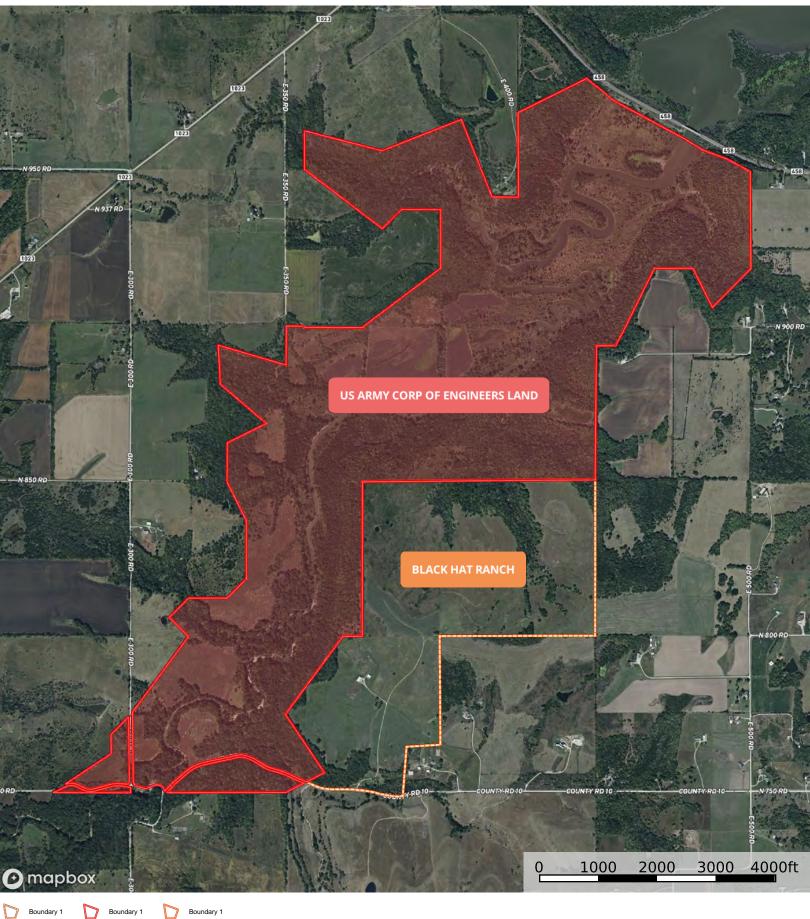




Boundary 1

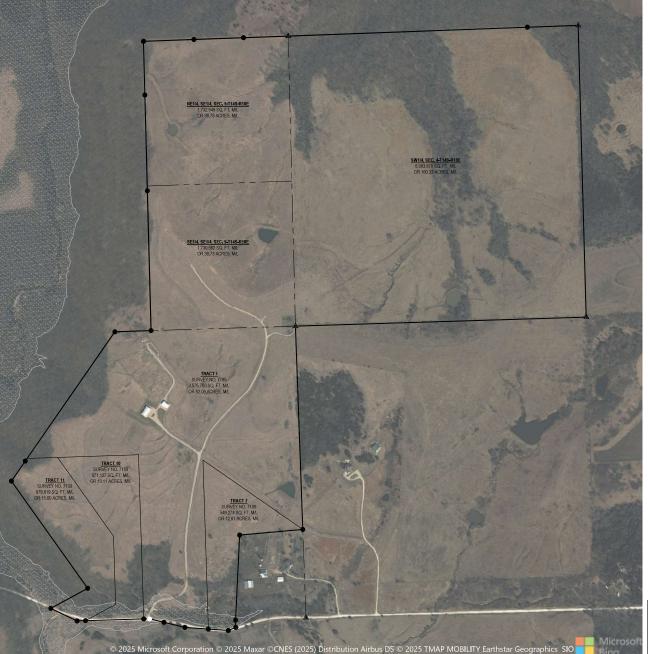
Douglas County, Kansas, 363 AC +/-





#### **EXHIBIT 2**

TRACTS OF LAND IN THE SOUTHEAST QUARTER OF SECTION 5, THE SOUTHWEST QUARTER OF SECTION 4, AND THE NORTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 14 SOUTH, RANGE 18 EAST OF THE 6TH P.M., DOUGLAS COUNTY, KANSAS









JOB: 2025,1129

SCALE: 1" = 400'

GENERAL NOTES:

1. THS EXHIBIT WAS CONDUCTED IN THE FIELD BASED ON THE KANASA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NADBS)(GRID), IN US SURVEY FEET (BASIS OF BEARING)

CLOSURE TSUMULOR GREATER
 A PORTION OF THE PROPERTY IS LOCATED WITHIN A
DESIGNATED "SPECIAL FLOOD HAZARD AREA", ZONE "A" AS
DEFINED BY FEAR MAP NUMBER 20045C0280D, WITH AN
EFFECTIVE DATE OF AUGUST 5, 2010.

REFERENCE SURVEY:

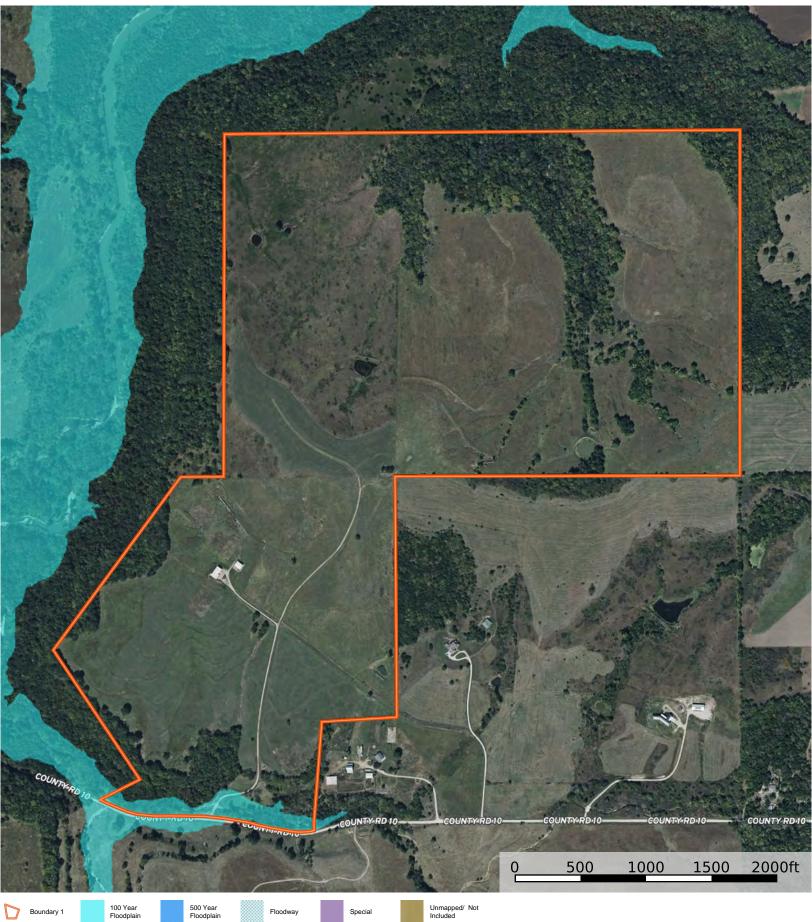
1. SURVEY NO. 7:09, BY MICHAEL J. SCHMIDTBERGER, LS-864, DATED NOVEMBER 30, 2005, RECORDED IN SURVEY BOOK 17. PAGE 361 AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE.

SURVEY NO. 7785. BY MICHAEL J. SCHMIDTBERGER. LS-464.
DATED FEBRUARY 28, 2008, RECORDED IN SURVEY BOOK 19,
PAGE 192 AT THE DOUGLAS COUNTY REGISTER OF DEEDS
OFFICE.

2. CLOSURE 1:50,000 OR GREATER

Douglas County, Kansas, 363 AC +/-



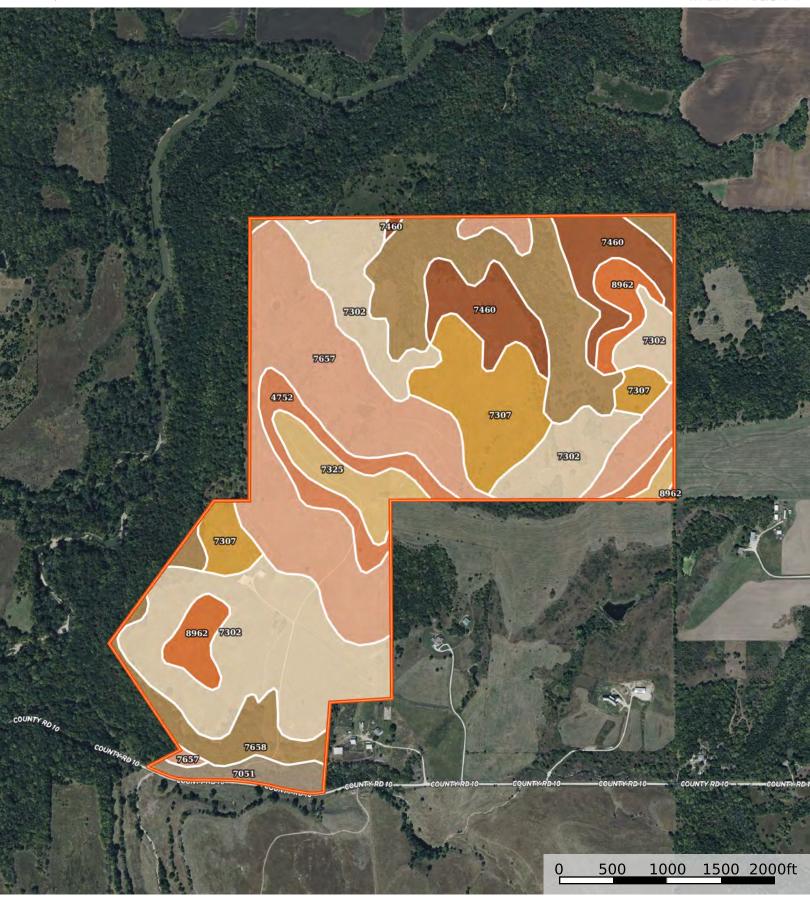












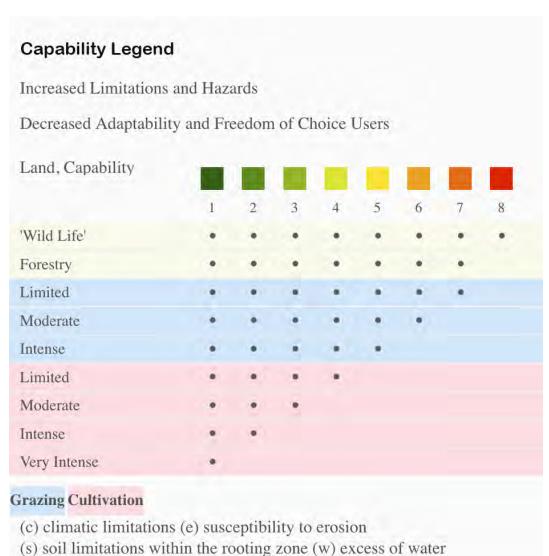


Bidder Packet v3 | Updated 9/24/2025

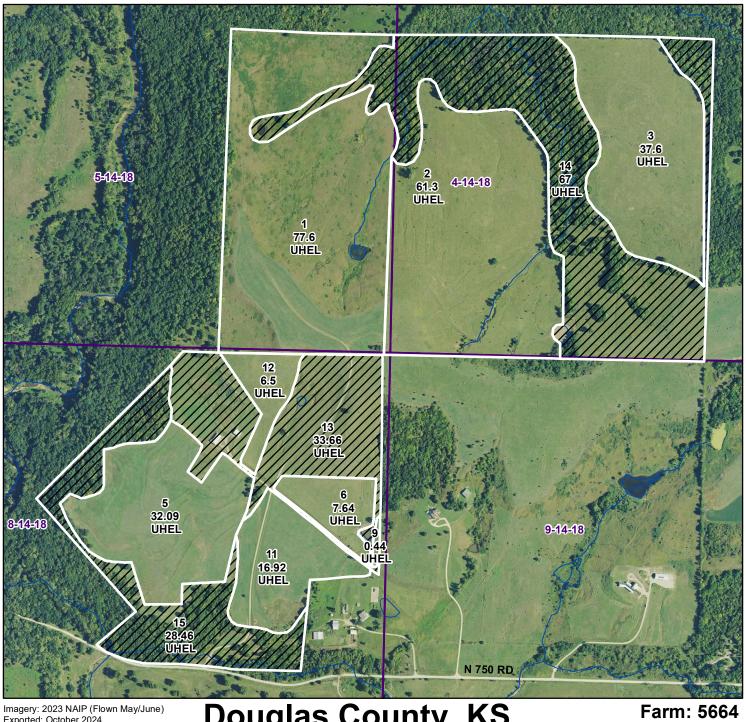
# | Boundary 1 362.0 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
7302	Martin silty clay loam, 3 to 7 percent slopes	96.39	26.63	0	53	3e
7657	Vinland-Martin complex, 7 to 15 percent slopes	86.19	23.81	0	46	6e
7658	Vinland-Rock outcrop complex, 15 to 45 percent slopes	59.6	16.46	0	9	6e
7307	Martin soils, 3 to 7 percent slopes, eroded	36.97	10.21	0	48	4e
7460	Oska silty clay loam, 3 to 6 percent slopes		8.32	0	52	3e
4752	Sogn-Vinland complex, 3 to 25 percent slopes		4.84	0	28	6s
8962	Woodson silt loam, 1 to 3 percent slopes		3.97	0	51	2s
7325	Martin-Oska silty clay loams, 3 to 6 percent slopes		3.82	0	52	3e
7051	Kennebec silt loam, frequently flooded		1.94	0	80	5w
TOTALS		362.0( *)	100%	1	42.69	4.45

(\*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.







Imagery: 2023 NAIP (Flown May/June) Exported: October 2024

# Douglas County, KS

Crop Year 2025

SHARES: CROP/GRASS	
OP:	

DP: DW:
DW:
OT:
OT:

PLANT DATE:
Wheat
Dats
Corn
Soybeans
GS/Milo
Alfalfa
Clover
Cover Crop

Tract: 11570

**KANSAS DOUGLAS** 

Form: FSA-156EZ

**United States Department of Agriculture** Farm Service Agency

**Abbreviated 156 Farm Record** 

**FARM: 5664** 

Prepared: 7/22/25 2:33 PM CST

Crop Year: 2025

See Page 2 for non-discriminatory Statements.

**Operator Name** : ROBERT LARRY LANG

**CRP Contract Number(s)** : None

Recon ID : 20-045-2008-24

**Transferred From** : None ARCPLC G/I/F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
369.21	240.09	240.09	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double (	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	240.09		0.	00	0.00	0.00	0.00	0.00

Crop Election Choice						
ARC Individual	ARC County	Price Loss Coverage				
None	None	None				

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

#### **NOTES**

**Tract Number** : 11570

Description : E2 SE4 5-14-18; SW4 4; N&E 122A NE4 8;

**FSA Physical Location** KANSAS/DOUGLAS KANSAS/DOUGLAS **ANSI Physical Location** 

**BIA Unit Range Number** 

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

**Wetland Status** Wetland determinations not complete

**WL Violations** None

**Owners** BLACKHAT HOLDINGS LLC

ERIC DALE LANG Other Producers Recon ID 20-045-2008-23

Tract Land Data								
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	
369.21	240.09	240.09	0.00	0.00	0.00	0.00	0.0	
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD	
0.00	0.00	240.09	0.00	0.00	0.00	0.00	0.00	

KANSAS DOUGLAS

Form: FSA-156EZ

United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

**FARM**: 5664

Prepared: 7/22/25 2:33 PM CST

Crop Year: 2025

# Tract 11570 Continued ... Crop Name Base Acres CCC-505 CRP Reduction Acres PLC Yield NOTES

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

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

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

Code

% Comp

Date

12/05/2023

01/04/2021

08/25/2020

Parcel ID: 023-153-05-0-00-00-006.00-0 Quick Ref: R34159 Tax Year: 2025 Run Date: 6/23/2025 2:32:14 PM

OWNER NAME AND MAILING ADDRESS

BLACKHAT HOLDINGS LLC

ATTN FRANCIS PAUL S KANSAS CITY, MO 64112-1659

PROPERTY SITUS ADDRESS

5-14-18 KS

	ASSIFICATION	

Function: 9010 Farming / ranch Sfx: Activity: 8100 Farming, plowing, tilling, harv

Ownership: 1100 Private-fee simple

Site: 3100 Dev Site - crops, grazing etc -

#### GENERAL PROPERTY INFORMATION

Prop Class: Agricultural Use - A

Living Units: Zoning:

Neighborhood: 904.0 904.0 Economic Adj. Factor:

Map / Routing: / 600190

Tax Unit Group: 000721-Twp Marion - 721

Access: Location:

> Parking Covered: Parking Uncovered:

DOUGLAS COUNTY AGRICULTURAL USAGE REPORT TYPE ACRES Marinda (maridam) Strategic and Co.
Strategic from Consideration Consideration
Strategic from Marinda (marinda and marinda and Congression Franchis

Number

Time

12:00 PM

10:00 AM

8:38 AM

Code

FR

FR

ΑU

BUILDING PERMITS

**INSPECTION HISTORY** 

Appraiser

Ag Staff 347

370

Contact

map returned NC

Reason

FR

FR

Ag

Amount Type Issue Date Status

Image Date: 09/07/2017

#### PROPERTY FACTORS

Topography: Rolling - 4

Utilities: None

Dirt Road

Fronting: None

Neighborhood or Spot Parking Type: None

Parking Quantity: None Parking Proximity: Far

	2025 APPR	AISED VALUE			2024 APPRA	ISED VALUE	
Cls	Land	Building	Total	Cls	Land	Building	Total
Α	4.390	0	4.390	Α	4,240	0	4,240
Total	4,390	0	4,390	Total	4,240	0	4,240

#### TRACT DESCRIPTION

40A 5-14-18 NE 1/4 SE 1/4 (600190 DIV 2011)

MISCELLANEOUS IMPROVEMENT VALUES			NEW CONSTRUCTION		
Class	Value	Reason Code	Class	Value	Reason Code

	MARKET LAND INFORMATION	
Method Type	AC/SE Eff FE Depth D-Fact Inf1 Fact1 Inf2 Fact2 OVRD Rsn Cls Model Base Size Base Val Inc Val Dec Val Value Est	

Total Market Land Value

0

Parcel ID: 023-153-05-0-00-00-006.00-0 Quick Ref: R34159 Tax Year: 2025 Run Date: 6/23/2025 2:32:14 PM

					AGRICL	JLTURAL	LAND					COMMENTS IMPROVEMENT COST SUMMA	ARY
٩g	Ag	Soil	_lrr	Well	Acre	Acre	Adj	Govt	Base	Adj	Ag	Other Improvement RCN:	
pe G	Acres 16.20	Unit 7302	Type	Depth	Feet	Ft/Ac 0.00	Code	Prog	Rate 110	Rate 110	Value 1,780	Eco Adj:	
3	0.20					0.00			110	110	20	Other Improvement Value:	
3	20.20	7657				0.00			110	110	2,220	AG LAND SUMMARY	
3	3.40	7658				0.00			110	110	370	Dry Land Acres:	
												Irrigated Acres:	
												Native Grass Acres:	
												Tame Grass Acres:	
												Total Ag Acres:	
												T . I A . II . W.I	
												Total Ag Use Value:	

Total Ag Mkt Value:

256,000

Parcel ID: 023-152-04-0-00-00-004.00-0 Quick Ref: R34103 Tax Year: 2025 Run Date: 6/23/2025 2:45:09 PM

#### OWNER NAME AND MAILING ADDRESS

BLACKHAT HOLDINGS LLC

ATTN FRANCIS PAUL S KANSAS CITY, MO 64112-1659

#### PROPERTY SITUS ADDRESS

4-14-18 KS

#### LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: Activity: 8100 Farming, plowing, tilling, harv

Ownership: 1100 Private-fee simple

Site: 3100 Dev Site - crops, grazing etc ·

#### GENERAL PROPERTY INFORMATION PROPERTY FACTORS

Prop Class: A Agricultural Use - A Topography: Rolling - 4 Living Units:

Zoning: A Utilities: None

/ 600180

Access: Dirt Road

Fronting: None

Location: Neighborhood or Spot Parking Type: None Parking Quantity: None

Image Date: 09/07/2017

Parking Proximity: Far Parking Covered:

Parking Uncovered:

	INSPECTION HISTORY											
Date	Time	Code	Reason	Appraiser	Contact	Code						
12/05/2023	12:00 PM	FR	FR	Ag Staff								
01/04/2021	10:00 AM	FR	FR	347								
08/25/2020	8:39 AM	AU	Ag	370	map returned NC							

		BUILDING PERMITS		
Number	Amount Type	Issue Date	Status	% Comp

	2025 APPR	AISED VALUE			2024 APPRA	ISED VALUE	
Cls	Land	Building	Total	Cls	Land	Building	Total
Α	17,110		17,110	Α	16,480		16,480
Total	17,110	0	17,110	Total	16,480	0	16,480

#### TRACT DESCRIPTION

160A 4-14-18 SW 1/4 CC WW35

Neighborhood: 904.0 904.0

Tax Unit Group: 000721-Twp Marion - 721

Economic Adj. Factor:

Map / Routing:

	MISCELLANEOUS IMPROVEMENT VALUES			NEW CONSTRUCTION	
Class	Value	Reason Code	Class	Value	Reason Code

	MARKET LAND INFORMATION		
Method Type	AC/SF Eff FF Depth D-Fact Inf1 Fact1 Inf2 Fact2 OVRD Rsn Cls Model Bas	ise Size - Base Val - Inc Val	Dec Val Value Est

Total Market Land Value

Bidder Packet v3 | Updated 9/24/2025

Parcel ID: 023-152-04-0-00-00-004.00-0 Quick Ref: R34103 Tax Year: 2025 Run Date: 6/23/2025 2:45:09 PM

				1	AGRICU	ILTURAL	LAND					COMMENTS IMPROVEMENT COST SUMMARY
_Ag	Ag	Soil	_lrr	Well	Acre	Acre	Adj	Govt	Base	Adj	Ag	Other Improvement RCN:
Type NG	Acres 5.00	Unit 4752	Type	Depth	Feet	Ft/Ac	Code	Prog	Rate 44	Rate 44	Value 220	Eco Adj:
NG	23.70	7302							110	110	2,610	Other Improvement Value:
NG	30.60	7307							110	110	3,370	AG LAND SUMMARY
NG	3.50	7325							110	110	390	Dry Land Acres:
NG	29.60	7460							110	110	3,260	Irrigated Acres:
NG	20.90	7657							110	110	2,300	Native Grass Acres:
NG	39.40	7658							110	110	4,330	
NG	7.20	8962							88	88	630	Tame Grass Acres:
												Total Ag Acres:
												Total Ag Use Value:
												Total Ag Mkt Value: 1,02

Code

Date

Parcel ID: 023-153-05-0-00-00-006.01-0 Quick Ref: R320195 Tax Year: 2025 Run Date: 6/23/2025 2:56:52 PM

#### OWNER NAME AND MAILING ADDRESS

FRANCIS PAUL S TRUSTEE

374 N 750 RD OVERBROOK, KS 66524

#### PROPERTY SITUS ADDRESS

5-14-18 KS

#### LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 8100 Farming, plowing, tilling, harv Activity: Ownership: 1100 Private-fee simple

Site: 3100 Dev Site - crops, grazing etc -

#### GENERAL PROPERTY INFORMATION

Prop Class: Agricultural Use - A

Living Units: Zoning:

Neighborhood: 904.0 904.0 Economic Adj. Factor:

Map / Routing: / 600190A

Tax Unit Group: 000721-Twp Marion - 721

DOUGLAS COUNTY AGRICULTURAL USAGE REPORT PIN: 163-06-0-00-00-006.01-0 TYPE ACRES Victorian 646887, US Market and Service Service Company of Compan Congression by Local Congression and the

12/05/2023 08/30/2022 01/04/2021

Number Amount Type

Time

12:00 PM

12:07 PM

10:00 AM

Code

FR

ΑU

FR

BUILDING PERMITS

**INSPECTION HISTORY** 

Appraiser

Ag Staff

999

347

Reason

FR

Ag

FR

Issue Date Status

Contact

% Comp

Image Date: 09/07/2017

#### PROPERTY FACTORS

Topography: Rolling - 4

Utilities: None

Dirt Road Access:

Fronting: None

Location: Neighborhood or Spot Parking Type: None

Parking Quantity: None Parking Proximity: Far Parking Covered:

Parking Uncovered:

	2025 APPR	AISED VALUE			2024 APPRA	ISED VALUE	
Cls	Land	Building	Total	Cls	Land	Building	Total
Α	3.820	0	3.820	Α	3.680	0	3,680
Total	3,820	0	3.820	Total	3.680	0	3,680

#### TRACT DESCRIPTION

40A 5-14-18 SE 1/4 SE 1/4 (600190 DIV 2011)

	MISCELLANEOUS IMPROVEMENT VALUES		NEW CONSTRUCTION		
Class	Value	Reason Code	Class	Value	Reason Code

	MARKET LAND INFORMATION	
Method Type	AC/SE Eff FF Depth D-Fact Inf1 Fact1 Inf2 Fact2 OVRD Rsn Cls Model Base Size Base Val Inc Val Dec Val Value F	st

Total Market Land Value

0

Parcel ID: 023-153-05-0-00-00-006.01-0 Quick Ref: R320195 Tax Year: 2025 Run Date: 6/23/2025 2:56:52 PM

					AGRICU	JLTURAL	. LAND					IMPROVEMENT COST SUMMAR
Ag	Ag	Soil	_lrr	Well	Acre	Acre	Adj	Govt	Base	Adj	Ag	Other Improvement RCN:
Type NG	Acres 9.10	Unit 4752	Type	Depth	Feet	Ft/Ac 0.00	Code	Prog	Rate 44	Rate 44	Value 400	Eco Adj:
NG	1.00	7302				0.00			110	110	110	Other Improvement Value:
NG	8.20	7325				0.00			110	110	900	AG LAND SUMMARY
NG	21.90	7657				0.00			110	110	2,410	Dry Land Acres:
												Irrigated Acres:
												Native Grass Acres:
												Tame Grass Acres:
												Total Ag Acres:
												Total Ag Use Value:

Total Ag Mkt Value:

256,370

Code

% Comp

Parcel ID: 023-153-08-0-00-001.06-0 Quick Ref: R303947 Tax Year: 2025 Run Date: 6/23/2025 2:54:58 PM

#### OWNER NAME AND MAILING ADDRESS

FRANCIS PAUL S TRUSTEE

374 N 750 RD OVERBROOK, KS 66524

PROPERTY SITUS ADDRESS

8-14-18 KS

#### LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx:
Activity: 8100 Farming, plowing, tilling, harv
Ownership: 1100 Private-fee simple

Site: 3100 Dev Site - crops, grazing etc

GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A

Living Units: Zoning:

Class

Neighborhood: 904.0 904.0 Economic Adj. Factor:

Map / Routing: P04 / 600218-06 Tax Unit Group: 000701-Twp Marion - 701

Number

Date

12/05/2023

08/30/2022

01/04/2021

Time

12:00 PM

12:05 PM

10:00 AM

BUILDING PERMITS
umber Amount Type

Code

FR

ΑU

FR

#### PROPERTY FACTORS

Topography: Rolling - 4

Utilities: None

Access: Semi Improved Road

Image Date: 09/07/2017

Fronting: Secondary Street
Location: Neighborhood or Spot

Parking Type: None
Parking Quantity: None
Parking Proximity: Far

Parking Covered: Parking Uncovered:

	2025 APPR	AISED VALUE			2024 APPRA	ISED VALUE	
Cls	Land	Building	Total	Cls	Land	Building	Total
Α	1,760	0	1.760	Α	1,700	0	1,700
Total	1.760	0	1,760	Total	1,700	0	1,700

**NEW CONSTRUCTION** 

**INSPECTION HISTORY** 

Appraiser

Ag Staff

999

347

Contact

Issue Date

Status

Reason

FR

Ag

FR

#### TRACT DESCRIPTION

15.596A 8-14-18 TR OF LAND IN NE QR 8-14-18 DESC AS:COM AT SW COR SD QR SEC TH N89DEG47'22"E COINCIDENT WITH S LINE SD QR SEC 554.54 FT TH N62DEG59'35"E 81.58 FT TO PT BEG,SD PT BEING ON CENTERLINE N 750 RD R/WAS NOW DESC BY RD RECORD NO 266 TH S89DEG51'01"W COINCIDENT WITH SD CE...

MISCELLANEOUS IMPROVEMENT VALUES	

Value Reason Code Class Value Reason Code

	MARKET LAND INFORMATION
Method Type	AC/SE Eff FF Depth D-Fact Inf1 Fact1 Inf2 Fact2 OVRD Rsn Cls Model Base Size Base Val Inc Val Dec Val Value Est

Total Market Land Value

0

Parcel ID: 023-153-08-0-00-00-001.06-0 Quick Ref: R303947 Tax Year: 2025 Run Date: 6/23/2025 2:54:58 PM

					AGRICL	ILTURAL	LAND					COMMENTS IMPROVEMENT COST SUMMARY	
Ag	Ag	Soil	_lrr	Well	Acre	Acre	Adj	Govt	Base	Adj	Ag	Other Improvement RCN:	0
Type NG	Acres 1.10	Unit 7051	Type	Depth	Feet	Ft/Ac	Code	Prog	Rate 197	Rate 197	Value 220	Eco Adj:	100
NG	7.90	7302							110	110	870	Other Improvement Value:	0
NG	0.90	7657							110	110	100	AG LAND SUMMARY	
NG	4.70	7658							110	110	520	Dry Land Acres:	0.00
NG	0.60	8962							88	88	50	Irrigated Acres:	0.00
												Native Grass Acres:	15.20
												Tame Grass Acres:	0.00
												Total Ag Acres:	15.20
												Total Ag Usa Value:	1 760
												Total Ag Mkt Volum	1,760
												Total Ag Mkt Value:	97,280

Code

Quick Ref: R303945 Parcel ID: 023-153-08-0-00-001.05-0 Tax Year: 2025 Run Date: 6/23/2025 2:52:35 PM

#### OWNER NAME AND MAILING ADDRESS

FRANCIS PAUL S TRUSTEE

374 N 750 RD OVERBROOK, KS 66524

PROPERTY SITUS ADDRESS

8-14-18 KS

#### LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: Activity: 8100 Farming, plowing, tilling, harv

Ownership: 1100 Private-fee simple

Site: 3100 Dev Site - crops, grazing etc -

#### GENERAL PROPERTY INFORMATION

Prop Class: Agricultural Use - A

Living Units: Zoning:

Class

Neighborhood: 904.0 904.0 Economic Adj. Factor:

Map / Routing: P04 / 600218-05 Tax Unit Group: 000701-Twp Marion - 701



12/05/2023 08/30/2022 01/04/2021

Number

Date

Amount Type

Code

FR

ΑU

FR

Time

12:00 PM

11:25 AM

10:00 AM

**BUILDING PERMITS** 

**INSPECTION HISTORY** 

Appraiser

Ag Staff

999

347

Reason

FR

Ag

FR

Issue Date

Contact

Status

% Comp

#### PROPERTY FACTORS

Topography: Rolling - 4

Utilities: None

Access: Semi Improved Road

Image Date: 09/07/2017

Fronting: Secondary Street Location: Neighborhood or Spot

Parking Type: None Parking Quantity: None Parking Proximity: Far

Parking Covered: Parking Uncovered:

	2025 APPR	AISED VALUE			2024 APPRA	ISED VALUE	
Cls	Land	Building	Total	Cls	Land	Building	Total
Α	1,420		1,420	Α	1,360		1,360
Total	1,420	0	1,420	Total	1,360	0	1,360

#### TRACT DESCRIPTION

13.117A 8-14-18 TR OF LAND IN NE QR 8-14-18 DESC AS:COM AT SW COR SD QR SEC TH N89DEG47'22"E COINCIDENT WITH S LINE SD QR SEC 554.54 FT TH N62DEG59'35"E 81.58 FT TO PT BEG,SD PT BEING ON CENTERLINE N 750 RD R/WAS NOW DESC RD RECORD NO 266 TH N62DEG59'35"E 313.41 FT TH N0DEG12'38"...

> MISCELLANEOUS IMPROVEMENT VALUES Value

Reason Code

Class

**NEW CONSTRUCTION** 

Value

Reason Code

0

MARKET LAND INFORMATION

Method Type AC/SF Eff FF Depth D-Fact Inf1 Fact1 Inf2 Fact2 **OVRD** Rsn Cls Model Base Size Base Val Inc Val Dec Val Value Est

Total Market Land Value

Parcel ID: 023-153-08-0-00-00-001.05-0 Quick Ref: R303945 Tax Year: 2025 Run Date: 6/23/2025 2:52:35 PM

					AGRICU	JLTURAL	LAND					COMMENTS IMPROVEMENT COST SUMMARY
_Ag	Ag	Soil	_lrr	Well	Acre	Acre	Adj	Govt	Base	Adj	Ag	Other Improvement RCN:
Type NG	Acres 1.10	Unit 7051	Type	Depth	Feet	Ft/Ac	Code	Prog	Rate 197	Rate 197	Value 220	Eco Adj:
NG	5.60	7302							110	110	620	Other Improvement Value:
NG	1.60	7658							110	110	180	AG LAND SUMMARY
NG	4.60	8962							88	88	400	Dry Land Acres: 0.0
												Irrigated Acres: 0.0
												Native Grass Acres: 12.9
												Tame Grass Acres: 0.0
												Total Ag Acres: 12.9
												Total Ag Use Value: 1,42
												Total Ag Mkt Value: 82.56

Parcel ID: 023-153-08-0-00-001.04-0 Quick Ref: R303943 Tax Year: 2025 Run Date: 6/23/2025 2:59:43 PM

#### OWNER NAME AND MAILING ADDRESS

FRANCIS PAUL S TRUSTEE

374 N 750 RD OVERBROOK, KS 66524

PROPERTY SITUS ADDRESS

374 N 750 RD KS

#### LAND BASED CLASSIFICATION SYSTEM

Function: 1101 Single family re: Sfx: Activity: 1100 Household activities Ownership: 1100 Private-fee simple

Site: 6000 Developed site - with building

#### GENERAL PROPERTY INFORMATION

Prop Class: Farm Homesites - F

Living Units: 1 Zoning:

Neighborhood: 904.0 904.0 Economic Adj. Factor:

Map / Routing: P04 / 600218-04 Tax Unit Group: 000701-Twp Marion - 701



			INSPE	CTION HISTORY	<i>'</i>	
Date	Time	Code	Reason	Appraiser	Contact	Code
11/21/2024	1:27 PM	AU	DM	378		
01/09/2024	12:31 PM	FR	FR	378		
01/03/2024	12:17 PM	FR	FR	353		

		В	UILDING PERMITS		
Number	Amount	Туре	Issue Date	Status	% Comp
R8718	76,231	NEW-HOUSE	03/03/2008	С	100

Image Date: 05/17/2023

#### PROPERTY FACTORS

Topography: Rolling - 4

Utilities: Septic

Semi Improved Road Access:

Fronting: Secondary Street Location: Neighborhood or Spot

Parking Type: Off Street Parking Quantity: Adequate Parking Proximity: On Site

Parking Covered: Parking Uncovered:

	2025 APPR	AISED VALUE		2024 APPRAISED VALUE							
Cls	Land	Building	Total	Cls	Land	Building	Total				
Α	8,360	37,210	45,570	Α	8,490	37,950	46,440				
F	32,880	162,340	195.220	F	26,440	160.580	187.020				
Total	41,240	199.550	240.790	Total	34,930	198.530	233.460				

#### TRACT DESCRIPTION

82.083A 8-14-18 TR OF LAND IN NE QR & SE QRS 8-14-18 DESC AS:BEG AT NE COR SD SEC 8 TH S 0DEG26'26"E COINCIDENT WITH E LINE SD SEC 1849.49 FT TH N53DEG34'57"W 1105.43 FT TH S 0DEG12'38"E 1463.34 FT TO PT ON S LINE NE QR SD SEC TH CONT S 0DEG12'38"E 74.03 FT TO PT ON CENTERLINE RD...

	MISCELLANEOUS IMPROVEMENT VALUES			NEW CONSTRUCTION	
Class	Value	Reason Code	Class	Value	Reason Code

	MARKET LAND INFORMATION																	
Method	Туре	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site	3.30											32	15.00	5.000.00	3,000.00	3,600.00	32.880

Total Market Land Value 32,880

Parcel ID: 023-153-08-0-00-00-001.04-0 Quick Ref: R303943 Tax Year: 2025 Run Date: 6/23/2025 2:59:43 PM

DWELLING INFORMATION

Res Type: 1-Single-Family Residence

Quality: 2.67-Average-

Year Blt: 2008 Est:

Eff Year:

MS Style: 1-One Story

LBCSStruct: 1110-Detached SFR unit

No. of Units:

Total Living Area:

Calculated Area: 1,200
Main Floor Living Area: 1,200

Upper Floor Living Area Pct:

CDU: AV-

CDU Reason:

Phys/Func/Econ: AV / /

Ovr Pct Gd/Rsn:

Remodel:

Percent Complete:

Assessment Class:

MU Cls/Pct:

#### COMP SALES INFORMATION

Arch Style: 21-Barn/House

Bsmt Type: 1-Slab

Total Rooms: 3 Bedrooms: 1

Family Rooms:

Full Baths: 1 Half Baths: 0

Garage Cap: 4

Foundation: None - 1

### IMPROVEMENT COST SUMMARY

Dwelling RCN: 195,590
Percent Good: 83

Mkt Adj: 100 Eco Adj: 100

0

Building Value: 162,340

Other Improvement RCN: 0

Other Improvement Value:

#### CALCULATED VALUES

 Cost Land:
 32,880

 Cost Building:
 162,340

Cost Total: 195,220 Income Value: 0

Market Value: 218,800 MRA Value: 218,300

Weighted Estimate: 222,100

#### FINAL VALUES

Value Method: COST
Land Value: 41,240
Building Value: 199,550
Final Value: 240,790
Prior Value: 233,460

#### SKETCH VECTORS

40

A0CU40X20; A1D8L8CU56R16D8L8D40R32D8L40

DW	ELLING COMPONENTS			
Code	Units	Pct	Quality	Year
106-Frame, Siding, Metal		100		
213-Metal, Formed Seams		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures	5			
602-Plumbing Rough-ins	1			
621-Slab on Grade	1,200			
906-Wood Deck with Roof	768			

Parcel ID: 023-153-08-0-00-00-001.04-0 Quick Ref: R303943 Tax Year: 2025 Run Date: 6/23/2025 2:59:43 PM

			COMMENTS							IMPROVEMENT COST SUMMARY														
Ag	Ag	Soil	_Irr _Wel				Adj	Govt	Base	Adj	Ag	OthP	hys: attac	ched to	res; Oth	nComp:	*MVP*		Other In	nprov	ement R	RCN:		71,580
Type NG	Acres 3.60	Unit 4752	Type Dept	h Fe	et Ft/ 0.0		Code	Prog	Rate 44	Rate 44	Value 160								Eco Ad	j:				100
NG	1.10	7051			0.0				197	197	220								Other I	mprov	ement V	/alue:		37,210
NG	1.60	7051			0.0	00	CC80		197	158	250										AGI	AND SUMN	ΔAV	
NG	28.70	7302			0.0	00			110	110	3,160								Dry Lar	nd Aor		AND GOIVII	ni-XIX I	0.00
NG	1.30	7302			0.0	00	CC80		110	88	110								Irrigate					0.00
NG	5.90	7307			0.0	00			110	110	650								Ü					
NG	0.20	7307			0.0	00	CC80		110	88	20								Native					78.40
NG	2.20	7325			0.0	00			110	110	240								Tame G					0.00
NG	23.40	7657			0.0	00			110	110	2,570								Total A	g Acre	s:			78.40
NG	2.90	7658			0.0	00			110	110	320								Total A	a Use	Value <sup>.</sup>			8,360
NG	5.60	7658			0.0	00	CC80		110	88	490								Total A	-				501,400
NG	1.90	8962			0.0	00			88	88	170								TOTALA	y wiki	vaiue.			301,400
						_				OTL			DDOV/EME	NITO						_				
										OTH	IEK BUILL	JING IM	PROVEME											
No.	Occupano	y		MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimens	ions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	477-Farm	Utility Bu	uilding	Р	2.00	1	2008			2,000		14			1.00	3	3				Α	36,180	51	18,450
2	477-Farm	Utility Bu	uilding	Р	2.00	1	2009			2,000	180	14	50 X	40	1.00	3	3				Α	35,400	53	18,760
	OTHER BUILDING IMPROVEMENT COMPONENTS																							

Bidder Packet v3 | Updated 9/24/2025

Other Rank Year

Code

918-Single -Metal on Wood Frame

No.

649-No HVAC

2-Default Walls

Units Pct

100

100

Size

Code

% Comp

Date

12/05/2023

08/30/2022

01/04/2021

Number

Time

12:00 PM

12:08 PM

10:00 AM

Code

FR

ΑU

FR

Amount Type

Quick Ref: R303939 Parcel ID: 023-153-08-0-00-001.02-0 Tax Year: 2025 Run Date: 6/23/2025 2:46:56 PM

#### OWNER NAME AND MAILING ADDRESS

FRANCIS PAUL S TRUSTEE

374 N 750 RD OVERBROOK, KS 66524

PROPERTY SITUS ADDRESS

8-14-18 KS

#### LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: Farming, plowing, tilling, harv Activity: 8100

Ownership: 1100 Private-fee simple

Site: 3100 Dev Site - crops, grazing etc -

#### GENERAL PROPERTY INFORMATION

Prop Class: Agricultural Use - A

Living Units: Zoning:

Class

Neighborhood: 904.0 904.0 Economic Adj. Factor:

Map / Routing: P04 / 600218-02 Tax Unit Group: 000701-Twp Marion - 701

DOUGLAS COUNTY AGRICULTURAL USAGE REPORT PIN: 1G3-08-0-00-00-001.02-0 TYPE ACRES Victorias 630207, US Congression by Local Congression and the

Image Date: 09/07/2017

#### PROPERTY FACTORS

Topography: Rolling - 4

Utilities: None

Access: Semi Improved Road

Fronting: Secondary Street Location: Neighborhood or Spot

Parking Type: None Parking Quantity: None Parking Proximity: Far Parking Covered:

Parking Uncovered:

2025 AP	PRAISED VALU	E		2024 APPF	RAISED VALUE	
s Land	l Building	Total	Cls	Land	Building	Total
1,530	0	1,530	Α	1,490	0	1,490
al 1.530		1 530	Total	1 400	0	1.490
	ls Land A 1,530	ls Land Building A 1.530 0	A 1.530 0 1.530	ls Land Building Total Cls A 1.530 0 1.530 A	ls Land Building Total Cls Land A 1.530 0 1.530 A 1.490	ls Land Building Total Cls Land Building A 1.530 0 1.530 A 1.490 0

**INSPECTION HISTORY** 

Appraiser

Ag Staff

999

347

**BUILDING PERMITS** 

Contact

Issue Date

Status

Reason

FR

Ag

FR

#### TRACT DESCRIPTION

12.613A 8-14-18 TR OF LAND IN NE & SE QR 8-14-18 DESC AS:COMAT SW COR SD NE QR SEC TH N89DEG47'22"E COINCIDENT WITH S LINE LAST SD QR SEC 1741.66 FT TO PT BEG:TH N 0DEG12'38"W 1463.34 FT TH S53DEG34'57"E 1105.43 FT TO PT ON E LINE SD QR SECTH S86DEG30'37"W 576.16 FT TH S04DEG22'5...

		T VALUES

Value Reason Code Class

**NEW CONSTRUCTION** Value Reason Code

MARKET LAND INFORMATION						
Method Type	AC/SE Eff FF Depth D-Fact Inf1 Fact1 Inf2 Fact2 OVRD Rsn Cls Model Base Size Base Val Inc Val Dec Val Value Est					

Total Market Land Value

Parcel ID: 023-153-08-0-00-00-001.02-0 Quick Ref: R303939 Tax Year: 2025 Run Date: 6/23/2025 2:46:56 PM

AGRICULTURAL LAND COMMENTS IMPR	ROVEMENT COST SUMMARY
Ag Ag Soil Irr Well Acre Acre Adj Govt Base Adj Ag Other Improve	ement RCN: 0
Type Acres Unit Type Depth Feet Ft/Ac Code Prog Rate Rate Value NG 1.70 7051 197 197 330 Eco Adj:	100
NG 9.40 7302 110 110 1,030 Other Improve	ement Value: 0
NG 1.50 7658 110 110 170	AG LAND SUMMARY
Dry Land Acre	es: 0.00
Irrigated Acres	s: 0.00
Native Grass A	Acres: 12.60
Tame Grass A	cres: 0.00
Total Ag Acres	12.60
Total Ag Use V	/alue: 1,530
Total Ag Mkt V	

File No.: 3137421



Kansas Secured Title, Inc. - Lawrence 4830 Bob Billings Parkway Suite 200 Lawrence, Kansas 66049

Phone: 785-843-2830 Fax: 785-318-4414

#### **Transaction Information**

The information in this section is provided as a courtesy and is not a part of the commitment.

KST File 3137421		L	oan No.	Customer File	
		You	r Closer is:		
If I	If KST is to handle closing and a closer is not listed please contact our office.				
			itle Officer is		
Jordan Leathers			5-217-9012	jleathers@kstitle.com	
Buyer: Purchaser with contractual rights under a purchase agreement with the veste owner as shown on Schedule A, Item 4				chase agreement with the vested	
Seller: Blackhat Holdings, L.L.C., a Kansas limited liability company, Barbara A. Salvaggio, Trustee of The Paul S. Francis Revocable Trust under Agreement dated August 15, 2011					
Property Address: 0000 Overbro		)0 erbrook, KS 66524	<b>,</b>		
Property Address: 0000		)0 erbrook, KS  66524	ı		
Property Address: 374 N 75		erbrook, KS 66524 I N 750 Rd erbrook, KS 66524			
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Property Address:		erbrook, KS 66524			
		erbrook, KS 66524	<u> </u>		

\*\*\*CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS\*\*\*

\*\*\*DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE\*\*\*

INFORMATION FROM THE COUNTY TAX RECORDS (NOTE: if taxes are delinquent, the hyperlinked tax amount does not constitute a payoff amount):

#### Tract 1:

Tax ID 023-152-04-0-00-00-004.00-0

Taxes for 2024:

General Tax: \$612.67 Special Assessments: \$0.00 Total: \$612.67

2024 taxes are PAID IN FULL.

Tract 2:

Tax ID 023-153-05-0-00-00-006.00-0

Taxes for 2024:

General Tax: \$157.63 Special Assessments: \$0.00 Total: \$157.63

2024 taxes are PAID IN FULL

Tract 3:

Tax ID <u>023-153-08-0-00-001.04-0</u>

Taxes for 2024:

 General Tax:
 \$3,980.06

 Special Assessments:
 \$0.00

 Total:
 \$3,980.06

2024 taxes are PAID IN FULL.

Tract 4:

Tax ID 023-153-08-0-00-001.06-0

Taxes for 2024:

General Tax: \$63.14 Special Assessments: \$0.00 Total: \$63.14

2024 taxes are PAID IN FULL.

Tract 5:

Tax ID 023-153-08-0-00-00-001.05-0

Taxes for 2024:

General Tax: \$50.10 Special Assessments: \$0.00 Total: \$50.10

2024 taxes are PAID IN FULL

Tract 6:

Tax ID 023-153-08-0-00-00-001.02-0

Taxes for 2024:

General Tax: \$55.34 Special Assessments: \$0.00 Total: \$55.34

2024 taxes are PAID IN FULL

Tract 7:

Tax ID 023-153-05-0-00-006.01-0

Taxes for 2024:

General Tax: \$136.81 Special Assessments: \$0.00 Total: \$136.81

2024 taxes are PAID IN FULL

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

# Tracts 1-2:

Warranty Deed from Paul S. Francis, a single person, to Blackhat Holdings, L.L.C., a Kansas limited liability company, recorded March 26, 2008, in Book 1034, Page 4297.

#### Tracts 3-7:

Warranty Deed from Paul S. Francis, a single person, to Paul S. Francis, Trustee of the Paul S. Francis Revocable Trust under Agreement dated August 15, 2011, recorded August 16, 2011, in <u>Book 1077, Page 1417</u>.

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$6.00 per document will be assessed at the time of recording.

LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

#### ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### **NOTICE**

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

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

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

#### COMMITMENT TO ISSUE POLICY

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

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

Countersigned

Kansas Secured Title, Inc. - Lawrence

By Greg D. Haehl

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

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

Issuing Agent: Kansas Secured Title, Inc. - Lawrence Issuing Office: Kansas Secured Title, Inc. - Lawrence

Issuing Office's ALTA Registry ID: 0048818

Loan ID Number:

**Issuing Office File Number: 3137421** 

Property Address: 0000 Overbrook, KS 66524

**Revision Number:** 

#### **SCHEDULE A**

1. Commitment Date: August 20, 2025, at 8:00 am

Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Premium Amount:

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4
Proposed Policy Amount: \$1,000.00

The estate or interest to be insured: Fee Simple

- The estate or interest in the Land at the Commitment Date is: Fee Simple
- The Title is, at the Commitment Date, vested in **Tracts 1 & 2**: Blackhat Holdings, L.L.C., a Kansas limited liability company,

Tracts 3-7:

The Paul S. Francis Revocable Trust under Agreement dated August 15, 2011

The Land is described as follows:

**SEE ATTACHED EXHIBIT "A"** 

#### **EXHIBIT A**

The Land is described as follows:

#### Tract 1

The Southwest Quarter of Section 4, Township 14 South, Range 18 East of the 6th P.M., in Douglas County, Kansas.

#### Tract 2:

The Northeast Quarter of the Southeast Quarter of Section 5, Township 14 South, Range 18 East of the 6th P.M., in Douglas County, Kansas.

#### Tract 3:

A tract of land in the Northeast Quarter and the Southeast Quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M. in Douglas County, Kansas, described as follows:

Beginning at the Northeast corner of said Section 8; thence on a bearing of S 0 °26'26" East coincident with East line of said Section, 1849.49 feet; thence North 53 °34'57" W, 1105.43 feet; thence South 00°12'38" East,1463.34 feet to a point on the South line of the Northeast Quarter of said Section; Thence Continuing South 00°12'38" East, 74.03 feet to a point on the centerline of the Road Right of Way now described by Road Record Number 266; thence Coincident with said Centerline the following four courses; 84 °23'59" West, 213.98 feet; North 74°38'59" West, 195.20 feet, to a point on said South Line of said Northeast Quarter Section; North 74°38'59" West, 134.80 feet; South 89°51'01" West, 53.76 feet; thence departing said Centerline North 00°12'38" West, 1493.78 feet; thence South 89°47'22" West, 1010.38 feet to a point on the Easterly line of USA Property as described in Book 294, Page 1071; thence coincident with last said line North 36 °17'48" East, 1399.23 feet to the Northeast corner of the Northwest 1/4, Northeast 1/4, Northeast 1/4, Northeast 1/4 of said Section 8; thence North 89°50'16" East coincident with the North line of said Section 8, 1642.21 feet to the point of beginning.

#### Tract 4:

A tract of land in the Northeast Quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M. in Douglas County, Kansas, described as follows:

Commencing at the Southwest corner of said Quarter Section; thence N 89 °47'22" E coincident with the South line of said Quarter Section, 554.54 feet; thence N 62 °59'35" E, 81.58 feet to the point of beginning, said point being on the centerline of road right of way as now described by Road Record No. 266; thence S 89 °51'01" W coincident with said centerline, 76.49 feet; thence N 62 °38'59" W continuing on said centerline, 265.11 feet to a point on the Southeasterly line of USA Property described in Book 294, Page 1071; thence N 62 °59'35" E coincident with said Southeasterly line of USA Property, 382.32 feet to the Northeast corner of the South Half of the Southwest Quarter of the Southwest Quarter of said Section 8; thence N 33 °45'20" W coincident with the Northeasterly line of said USA Property, 1194.70 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 8; thence N 36 °17'48" E coincident with the Southeasterly line of said USA Property, 251.80 feet; thence N 89 °47'22" E, 274.32 feet; thence S 33°45'20" E, 879.60 feet; thence S 0°12'38" E, 618.83 feet; thence S 62°59'35" W, 313.41 feet to the point of beginning.

#### Tract 5:

A tract of land in the Northeast Quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M. in Douglas County, Kansas, described as follows:

Commencing at the Southwest corner of said Quarter Section; thence N 89 °47'22" E coincident with the South line of said Quarter Section, 554.54 feet; thence N 62 °59'35" E, 81.58 feet to the point of beginning, said point being on the centerline of road right of way as now described by Road Record No. 266; thence N 62 °59'35" E, 313.41 feet; thence N 0°12'38" W, 618.83 feet; thence N 33°45'20" W, 879.60 feet; thence N 89°47'22" E, 736.06 feet; thence S 0°12'38" E, 1493.78 feet to a point on said centerline of road right of way; thence S 89 °51'01" W coincident with said centerline; 529.75 feet to the point of beginning.

#### Tract 6:

A tract of land in the Northeast Quarter and the Southeast Quarter of Section 8, Township 14 South, Range 18 East of the 6th P.M. in Douglas County, Kansas, described as follows:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ORT Form 4757 A ALTA Commitment for Title Insurance 2021 v. 01.00 07/01/2021 Commencing at the Southwest corner of said Northeast Quarter Section; thence N 89 °47'22" E coincident with the South line of last said Quarter Section, 1741.66 feet to the point of beginning; thence N 0 °12'38" W, 1463.34 feet; thence S 53°34'57" E, 1105.43 feet to a point on the East line of said Quarter Section; thence S 86°30'37" W, 576.16 feet; thence S 4°22'54" W, 773.35 feet to a point on the South line of said Quarter Section; thence S 0°12'38" E, 66.69 feet to a point on the centerline of road right of way as now described by Road Record No. 266; thence S 69°17'22" W, coincident with said centerline 73.57 feet; thence N 84 °23'59" W continuing on said centerline 182.02 feet; thence N 0 °12'38" W, 74.03 feet to the point of beginning.

#### Tract 7:

The Southeast Quarter of the Southeast Quarter of Section 5, Township 14 South, Range 18 East of the 6th P.M., in Douglas County, Kansas.

# SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. FURNISH executed Affidavit and Indemnification as prescribed by the Company.
- 6. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT US IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.
- 7. Furnish for examination a copy of the Operating Agreement, and any amendments thereto of Blackhat Holdings, L.L.C., a Kansas limited liability company, a Kansas limited liability company.
- 8. Furnish for our file the attached Certification of Trust as to the Paul S. Francis Revocable Trust under Agreement dated August 15, 2011, to be completed by the Trustee(s). The right is reserved to make additional requirements and/or exceptions, including requirement of copies of the pertinent provisions of the trust document.
- Record Warranty Deed from Blackhat Holdings, L.L.C., a Kansas limited liability company, to Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.
- 10. Record Trustees Deed by \_\_\_\_\_\_,Trustee(s) of the Paul S. Francis Revocable Trust under Agreement dated August 15, 2011, to Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.

COMPANY REQUIRES: If subject property is the homestead of the Trustee(s), then Trustee(s) and spouse, if married, must also execute the required deed as individuals.

# NO FURTHER REQUIREMENTS AT THIS TIME.

\*\*NOTE: The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for same shall have been paid.

**End of Requirements** 

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

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

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

- 1. Any defect, lien, encumbrance, adverse 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 5. Any lien, or right to a 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 which are not shown as existing liens by the Public Records.

# All Tracts:

- 7. General and special taxes for 2025 and subsequent years.
- 8. Roads or ways not of record; unrecorded easements, if any, on, above or below the surface; and any discrepancies or conflicts in boundary lines or shortage in area or encroachments which a correct survey or an inspection of the premises would disclose.

#### Tracts 3 & 6:

9. Right of Way Easement recorded in <u>Book 846, Page 1</u>, to Rural Water District No. 5, DOUGLAS County, Kansas, for construction and maintenance of water lines.

# Tracts 4 & 5:

10. Easement to the Douglas County, recorded in <u>Book 517, Page 1378</u>, for construction and maintenance of a highway; over and across the property. (Tracts 3, 4, & 5)

# Tracts 1,2 & 7

11. The Land as set forth in Schedule A hereof, is an interior parcel and does not front or border on any public street or road; and there is no means of access to and from any public road; however, the property adjacent to the Land is now owned by the proposed insured owners. Access will be afforded to and from the Land over and across said adjacent property, but only so long as both parcels remain in common ownership. If at the time of the issuance of our title policy both parcels are owned by said parties, our policy will contain the following:

NOTE: Access to and from the Land is afforded over the property adjacent thereto by virtue of common ownership.

**End of Exceptions** 

#### COMMITMENT CONDITIONS

# 1. DEFINITIONS

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

# 4. COMPANY'S RIGHT TO AMEND

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

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#### **5.** DEFINITIONS

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

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

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

# 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

# 8. PRO-FORMA POLICY

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

#### 9. CLAIMS PROCEDURES

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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# 10. CLASS ACTION

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

# 11. ARBITRATION

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



**FACTS** 

# WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Social Security number and employment information  Mortgage rates and payments and account balances  Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/privacy-policy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you:  Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only:  Sharing for affiliates' everyday business purposes - information about your creditworthiness  Affiliates from using your information to market to you Sharing for non-affiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.

Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.	
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.  Old Republic Title does not share with non-affiliates so they can market to you	
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  Old Republic Title doesn't jointly market.	

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc	Republic Abstract & Settlement , LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

#### Kansas Secured Title, Inc. - Lawrence/Title Midwest, Inc.

#### **PRIVACY POLICY**

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **APPLICABILITY**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

#### TYPES OF INFORMATION

Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means; Information about your transactions with us, our affiliated companies, or others; and; Information we receive from a consumer-reporting agent.

#### **USE OF INFORMATION**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insures, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

#### **FORMER CUSTOMERS**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### CONFIDENTIALITY AND SECURITY

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



# REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE

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 client's 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.

Brian Pine	HECK
Licensee	Real estate company name approved by the commission
Brian Pine	
Supervising/branch broker	Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

BRRETA BROCHURE

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