

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. _____

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Exhibit "A"

Beginning at a point on the South line of the Southeast Quarter of Section 2, Township 28 South, Range 3 East of the 6th P.M. Butler County, Kansas, said point being 938.05 feet East of the Southwest Corner of said Southeast Quarter; (the South line has an assumed bearing of S90°W); thence N0°35'46"W, a distance of 450 feet; thence N90°E, a distance of 187.24 feet; thence N0°35'46"W, a distance of 874.07 feet to a point on the North line of the South Half of said Southeast Quarter; thence S89°52'26"E, a distance of 795.80 feet; thence S0°35'46"E, a distance of 950 feet; thence S89°49'05"W, a distance of 712.15 feet; thence S0°27'54"E, a distance of 370.05 feet to a point on said South line; thence S90°W, a distance of 270 feet to the Point of Beginning.