

# GF&A LAND AUCTION

# Tuesday, April 29, 2025 6:00 PM

LIVE LOCATION: Studio 96, 121 S Broadway Ave, Sterling, Kansas **ONLINE BIDDING: www.gavelroads.com** 









# Tract 1: 85± Acres at the Sterling Interchange

**Description:** Prime irrigated farmland located at the Sterling Interchange, offering 85± acres with excellent water rights. This highly productive tract is currently irrigated under pivot, which is tenant-owned. Pivot and equipment is NOT included in the sale. Tenant is willing to sell the pivot and equipment to the new buyer or remove from the location. With easy access to major roadways, fertile soil, and reliable water, this property presents a great opportunity for agricultural investment or future development potential.

**Legal Description:** Part of the SE  $\frac{1}{4}$  of 9-21-8W in Rice Co., KS - Legal description to be updated upon survey. Survey to be done prior to closing.

**Location:** Northeast corner of the K-14 & N Broadway Ave interchange. Approx. 1 mile north of Sterling, KS on N. Broadway Ave.

**Taxes:** 2024 taxes were \$3,478.74 for Tracts 1-3 combined. Taxes will be separated to each tract and prorated to the date of closing.

Possession: Upon closing

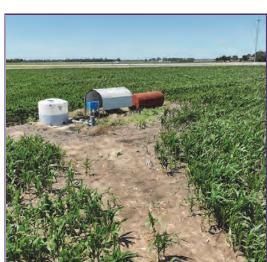
Minerals: Rights owned by seller will transfer to buyer.



Tract 1 Water Rights will pass to the buyer. File no. 6979 (Irrigation use) - Total acres authorized: 70; Authorized Quantity (AF): 51.8; Authorized Rate (GPM): 800 - This file to be separated from Tract 2 prior to closing.









# Tract 2: 26± Acres at the Sterling Interchange



**Description:** This unique 26± acre tract lies just south of Tract 1 and features a distinctive triangle shape. Composed mostly of water and approximately 35 feet deep, this parcel offers a range of recreational or commercial possibilities. Its proximity to Tract 1 and location near the Sterling Interchange add to its accessibility and appeal. **Legal Description:** Part of the SE ¼ of 9-21-8W **Location:** Northeast corner of Old K-14 and Ave U. About 1 mile north of Sterling, KS off of N Broadway Ave. then north on Old K-14 Hwy approx. ⅓ of a mile. **Taxes:** 2024 taxes were \$3,478.74 for Tracts 1-3 combined. Taxes will be separated to each tract and prorated to the date of closing. **Possession:** Upon closing **Minerals:** Rights owned by seller will transfer to buyer **Water Rights:** Water rights will pass to the buyer. File no. 6979 (Recreation use) - Authorized Quantity (AF): 47.25 - This file to be separated from Tract 1 prior to closing.



# Tract 3: 6± Acres at the Sterling Interchange



**Description:** Located just east of Tract 1, this 6± acre triangle-shaped parcel offers excellent potential for commercial use. With great visibility and convenient access to the Sterling Interchange, this versatile tract is well-positioned for a variety of development opportunities. Its size and shape make it ideal for businesses seeking a strategic location in a growing area. **Legal Description:** Part of the SE ¼ of 9-21-8W **Location:** Southeast corner of the K-14 & Broadway Ave interchange. In the triangle located between 16th Road, K-14 Hwy and Ave U. Approx. 1 mile north of Sterling, KS on N Broadway Ave. **Taxes:** 2024 taxes were \$3,478.74 for Tracts 1-3 combined. Taxes will be separated to each tract and prorated to the date of closing. **Possession:** Upon closing **Minerals:** Rights owned by seller will transfer to buyer











# Tract 4: 13± Acres Near Sterling

**Description:** This 13± acre tract sits at a quiet dead end off the highway, offering privacy with convenient access. Located just 10 minutes from Sterling and 15 minutes from Nickerson, it's an ideal spot for a rural homesite or small acreage getaway. With open space and a peaceful setting, this property provides a great opportunity to build your dream home while staying close to town amenities.

Legal Description: Part of SE 1/4 of 14-21-8W in Rice Co

**Location:** Northeast of Sterling, KS. 1/2 mile south of the intersection of 18th Rd & Ave U on the west side of 18th.

Taxes: \$181.68 - 2024 Taxes will be prorated to the date of closing.

Possession: Upon closing

Minerals: Rights owned by seller will transfer to buyer.









# Tract 5: 21± Acres Near Sterling

**Description:** Offering 21± acres of open space, this tract features an old homestead site and is well-suited for a future build. Conveniently located just 7 minutes from Sterling and 10 minutes from Nickerson, it provides a great balance of rural living with easy access to nearby towns. Whether you're looking for a quiet homesite, hobby farm, or a piece of land to make your own, this property has plenty of potential. **Legal Description:** West ½ of the NE ¼ of 24-21-8W in Rice Co **Location:** Southeast corner of K-14 and Ave V. East on Cleveland Ave in Sterling, KS approx. 3 miles. The property is on the south side of Ave V. Or, ⅓ mile west of 19th Rd on Ave V. **Taxes:** \$61.74 - 2024 Taxes will be prorated to the date of closing. **Possession:** Upon closing **Minerals:** Rights owned by seller will transfer to the buyer.







# Tract 6: 69 ± Acres Near Sterling & Nickerson

**Description:** This diverse 69± acre tract offers a unique mix of 20 acres of water and 49± acres of grass, creating a versatile property with endless possibilities. Conveniently located just 11 minutes from Sterling and 8 minutes from Nickerson, this scenic parcel could serve as a beautiful homesite, campground, or rural getaway. With abundant recreational and commercial opportunities, natural features and easy access, Tract 6 presents a rare opportunity to own a multi-use property in a desirable location.

**Legal Description:** Part of the West  $\frac{1}{2}$  NW  $\frac{1}{4}$  of 32-21-7W and Part of the East  $\frac{1}{2}$  NW  $\frac{1}{4}$  of 32-21-7W in Rice Co

Location: Southeast corner of 20th Rd & Ave X. From the Nickerson Rd (22nd Rd) & K-14 interchange, go north on Nickerson Rd 1  $\frac{1}{2}$  miles to Ave X. Turn West on Ave X and travel 2 miles to 20th Rd. Turn south on to 20th Rd. Property begins on the Southeast corner.

Taxes: \$1,161.63 - 2024 Taxes will be prorated to the date of closing.

Possession: Upon closing

Minerals: Rights owned by seller will transfer to buyer.



**Water Rights** 

Water rights will pass to the buyer. File no. 50546 (Recreation use)









# **Water Rights**

Water rights will pass to the buyer. File no. 41995 (Recreation use)

# Tract 7: 70± Acres Near Nickerson

**Description:** Spanning 70± acres, this former plant site offers a mix of 23± acres of water and 44.5± acres of grass, with potential existing utilities (buyer to verify). Its strategic location provides easy access to the Nickerson Interchange, making it an excellent candidate for commercial, recreational, or residential development. With diverse land features and convenient connectivity, Tract 7 is a versatile property with significant potential. Property includes 2.9± on the north side of K-14 Hwy.

**Legal Description:** West  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of 3-22-7W in Reno Co

**Location:**  $\frac{1}{2}$  mile east of Nickerson Road & W 95th Ave on the north side of 95th Ave. From the K-14 Hwy & Nickerson Road interchange, travel south on Nickerson Road  $\frac{1}{2}$  mile, then turn east on 95th. Travel  $\frac{1}{2}$  mile east on 95th Ave. The property is on the north side of 95th Ave.

Taxes: \$2,465.52 - 2024 Taxes will be prorated to the date of closing.

Possession: Upon closing

Minerals: Rights owned by seller will transfer to buyer.







Terms: Earnest money required and shall be paid the day of the auction. Tract 1: \$30,000.00; Tract 2: \$5,000.00; Tract 3: \$3,000.00; Tract 4: \$1,000.00; Tract 5: \$3,000.00; Tract 6: \$15,000.00; Tract 7: \$30,000.00; with the balance due on or before May 29, 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. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no buyer's premium.

The Bidding Process: You are invited to attend the in-person auction in Sterling, Kansas, at Studio 96, 121 S Broadway Avenue. Alternatively, you can pre-bid and bid online during the auction by registering at gavelroads.com. The live bidding will start at approximately 6:00 PM CDT. Each tract will sell individually. The auction will begin with Tract 1 and go sequentially through all seven tracts. The bidder with the highest bid per tract wins that tract. The property is selling Absolute which means the seller has not reserved a minimum bid. There is no buyer's premium percentage that will be applied after your final bid.

For more information on these properties, please visit www.genefrancis.com or call the listing agent, Broker Tyler Francis, at 316-734-7342.



For over 40 years Gene Francis & Associates (GF&A) has been selling real estate and performing auctions in over 75 Kansas counties. Our agents and auctioneers have significant experience selling a variety of properties and equipment. We are a bid above the rest!

### **GF&A Brings You**

- A solid reputation since 1984 with over 100 years of combined experience in real estate sales, finance, and land management
- Relationship-based partnerships
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- Sales experience in estates, homes, land, farm machinery, and construction equipment
- Marketing expertise that meets current demands



Gavel Roads is the place to go to buy and sell land, real estate and equipment. An online auction designed to provide the easiest way for buyers to find what they are looking for and sellers to move property and equipment in the marketplace.

#### **Gavel Roads Brings You**

- · Ease of use
- Global marketing reach
- Reserves accepted
- With Gene Francis & Associates combined 100 years auction experience
- Will auction real estate, construction equipment, farm machinery, guns and ammo, sporting goods, classic cars, and much more
- Our Sales Reps come to you
- Real Estate Brokerage

Real Estate | Farms & Ranches | Farm Machinery | Construction Equipment | Business Liquidation



GAVEL ROADS ONLINE AUCTIONS

# **Towanda Land Company**

Kansas, AC +/-





D Boundary 1 D Boundary 2 D Boundary 1 D Boundary 6 D Boundary 7 D Boundary 4 D Boundary 8 Boundary 8 Boundary 9

# All Polygons 117.52 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5961	Solvay loamy fine sand, 0 to 2 percent slopes	103.2	87.81	0	50	2e
5861	Attica fine sandy loam, 1 to 3 percent slopes	8.73	7.43	0	52	2e
5970	Taver loam, 0 to 1 percent slopes	5.59	4.76	0	56	2s
TOTALS		117.5 2(*)	100%	-	50.43	2.0

(\*) 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.

# | Boundary 5 85.29 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
5961	Solvay loamy fine sand, 0 to 2 percent slopes	84.91	99.54	0	50	2e
5970	Taver loam, 0 to 1 percent slopes	0.38	0.45	0	56	2s
TOTALS		85.29( *)	100%	1	50.02	2.0

(\*) 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.

## Boundary 7 25.99 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
5961	Solvay loamy fine sand, 0 to 2 percent slopes	17.26	66.41	0	50	2e
5861	Attica fine sandy loam, 1 to 3 percent slopes	8.73	33.59	0	52	2e
TOTALS		25.99( *)	100%	-	50.67	2.0

(\*) 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.

## | Boundary 6 6.24 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5970	Taver loam, 0 to 1 percent slopes	5.21	83.49	0	56	2s
5961	Solvay loamy fine sand, 0 to 2 percent slopes	1.03	16.51	0	50	2e
TOTALS		6.24(*	100%	-	55.01	2.0

(\*) 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.

# **Capability Legend**

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

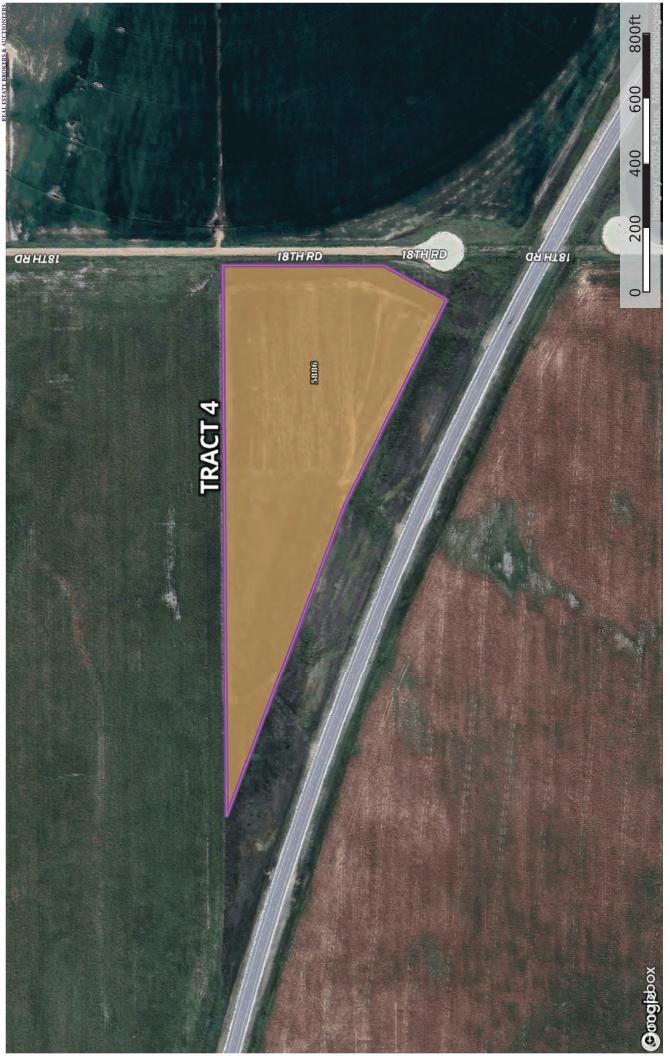
Land, Capability					П			
	1	2	3	4	5	6	7	8
'Wild Life'								
Forestry								
Limited								
Moderate								
Intense								
Limited	(*)	100						
Moderate								
Intense								
Very Intense								

# **Grazing Cultivation**

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water

# **Towanda Land Company**

Kansas, AC +/-



deemed to be reliable.

Land id\*\* Services makes no warranties or guarantees as to the completeness or accuracy thereof.

D Boundary 1 D Boundary 2 D Boundary 1 D Boundary 6 D Boundary 7 D Boundary 8 D Boundary 8 D Boundary 8 D Boundary 8

# | Boundary 4 13.26 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5886	5886 Farnum and Funmar loams, 0 to 1 percent slopes				63	2c
TOTALS		13.26( *)	100%	-	63.0	2

<sup>(\*)</sup> 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.



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D Boundary 1 D Boundary 2 D Boundary 1 D Boundary 6 D Boundary 7 D Boundary 8 D Boundary 8 D Boundary 8 D Boundary 8

# | Boundary 3 21.24 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5961	Solvay loamy fine sand, 0 to 2 percent slopes	17.77	83.66	0	50	2e
5730	Darlow-Elmer complex, 0 to 2 percent slopes	3.47	16.34	0	50	4s
TOTALS		21.24(	100%	-	50.0	2.33

<sup>(\*)</sup> 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.



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# **Towanda Land Company**

Kansas, AC +/-



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# | Boundary 1 68.77 ac

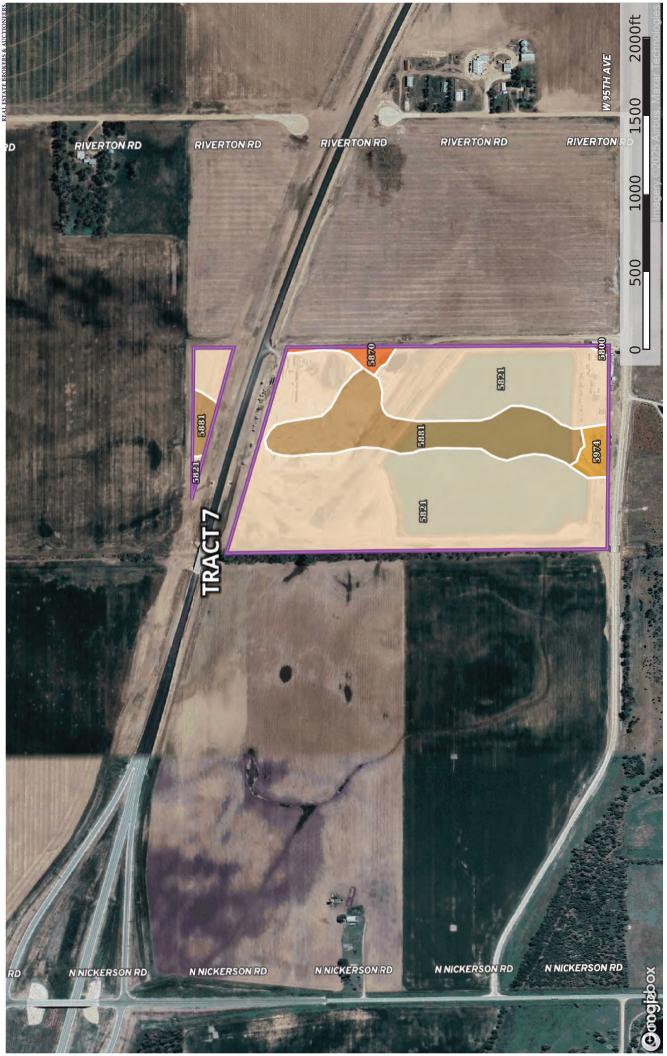
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5710	Abbyville loam, 0 to 1 percent slopes	32.34	47.03	0	35	3s
5355	Kaski loam, rarely flooded	23.62	34.35	0	76	2w
5944	Saltcreek and Naron fine sandy loams, 1 to 3 percent slopes	6.99	10.16	0	57	2e
5730	Darlow-Elmer complex, 0 to 2 percent slopes	5.82	8.46	0	50	4s
TOTALS		68.77( *)	100%	-	52.59	2.64

(\*) 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.



# **Towanda Land Company**

Kansas, AC +/-



The information contained herein deemed to be reliable.

Land id<sup>TM</sup> Services makes no w completeness or accuracy therec

Gene Francis

Boundary 1 D Boundary 6 D Boundary 7 D Boundary 5 D Boundary 4 D Boundary 3

D Boundary 1 D Boundary 2

# All Polygons 70.37 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
5821	Nickerson loamy fine sand, 0 to 2 percent slopes	54.55	77.51	0	48	3e
5881	Dillhut fine sand, 1 to 3 percent slopes	13.3	18.9	0	37	3e
5974	Tivin-Willowbrook, occasionally flooded, complex, 0 to 12 percent slopes	1.36	1.93	0	26	6e
5870	Carway and Carbika soils, 0 to 1 percent slopes	1.05	1.49	0	54	2w
5800	Mahone loamy fine sand, rarely flooded	0.11	0.16	0	45	2w
TOTALS		70.37( *)	100%	1	45.57	3.04

(\*) 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.

# Boundary 1 67.5 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5821	Nickerson loamy fine sand, 0 to 2 percent slopes	52.79	78.21	0	48	3e
5881	Dillhut fine sand, 1 to 3 percent slopes	12.19	18.06	0	37	3e
5974	Tivin-Willowbrook, occasionally flooded, complex, 0 to 12 percent slopes	1.36	2.01	0	26	6e
5870	Carway and Carbika soils, 0 to 1 percent slopes	1.05	1.56	0	54	2w
5800	Mahone loamy fine sand, rarely flooded	0.11	0.16	0	45	2w
TOTALS		67.5(* )	100%	-	45.66	3.04

(\*) 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.

# Boundary 2 2.87 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5821	1.76	61.11	0	48	3e	
5881	Dillhut fine sand, 1 to 3 percent slopes	1.11	38.54	0	37	3e
TOTALS		2.87(*	100%	-	43.59	3.0

(\*) 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.

# **Capability Legend**

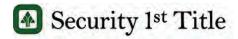
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'Wild Life'								
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Moderate								
Intense								
Limited	(*)	100						
Moderate								
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Very Intense								

# **Grazing Cultivation**

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water



## **Commitment Cover Page**

Order Number: 3079946 Delivery Date: <u>02/25/2025</u>

Property Address: 0 State Rd 14, 0 Avenue V, 0 Avenue V, 0 20th Rd, 0 Avenue X, Sterling, KS 67579

For Closing Assistance

Margaret Harrower 108 East Avenue South, PO Box 6

Lyons, KS 67554 Office: (620) 257-2831 mharrower@security1st.com Kristina Scott

108 East Avenue South, PO Box 6

Lyons, KS 67554 Office: (620) 257-2831 kscott@security1st.com For Title Assistance

Deb Smith

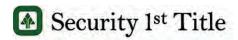
108 East Avenue South, PO Box 6

Lyons, KS 67554 Office: (620) 257-2831 dsmith@Security1st.com

#### Seller/Owner

Towanda Land Company, LLC Delivered via: Electronic Mail





### **Title Fee Invoice**

Date: <u>02/25/2025</u> Buyer(s):

Order No.: 3079946 Seller(s): Towanda Land Company, LLC

Issuing Office: Margaret Harrower Property 0 State Rd 14, 0 Avenue V, 0 Avenue V, 0

Address:

Security 1st Title 108 East Avenue South, PO Box 6

Lyons, KS 67554

	_	_
Title	Insurance	Ease
LITIE	insiirance	FAAS

ALTA Owner's Policy 07-01-2021 (TBD)

\$400.00

**Total TBD** 

20th Rd, 0 Avenue X, Sterling, KS 67579

If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.

Otherwise, please remit payment to the issuing office above.

#### Thank you for your order!

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

#### **Tax Information:**

<u>220-5200, 220-8525, 220-19750, 230-20425, 230-20525</u>





# ALTA COMMITMENT FOR TITLE INSURANCE issued by First American 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, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Mark Y' 1e 92

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title, LLC

♠ Security 1st Title

Deb Smith (620) 257-2831 (Work) (620) 257-2048 (Work

Fax) dsmith@Security1st.com





#### Transaction Identification Data for reference only:

Security 1st Title, LLC Issuing Agent: Buyer:

Issuing Office: 108 East Avenue South, PO Box Title Deb Smith (620) 257-2831 (Work) (620) 257-Contact: 2048 (Work Fax) dsmith@Security1st.com

Lyons, KS 67554

ALTA Universal ID: 0001228

Loan ID Number:

Commitment No.: KS-C3079946-2

Property Address: 0 State Rd 14, 0 Avenue V, 0

Avenue V, 0 20th Rd, 0 Avenue X,

Sterling, KS 67579

#### **SCHEDULE A**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice;

the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

1. Commitment Date:

02/21/2025 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured:

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Towanda Land Company, LLC

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

**Security 1st Title** 

By:

**David Armagost, President** 

**TBD** 



Commitment No.: KS-C3079946-2

#### **Exhibit A**

Tract 1, 2, & 3:

The Southeast Quarter of Section 9, Township 21 South, Range 8 West of the 6th P.M., Rice County, Kansas,

Except a tract of land in the Southeast Quarter of Section 9, Township 21 South, Range 8 West of the 6th P.M., Rice County, Kansas, described as follows:

BEGINNING at the Northwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 89 degrees 09 minutes 07 seconds East, 359.48 feet along the North line of said Quarter Section; SECOND COURSE, thence South 15 degrees 18 minutes 40 seconds East, 647.16 feet; THIRD COURSE, thence South 22 degrees 53 minutes 13 seconds East, 880.06 feet; FOURTH COURSE, thence South 36 degrees 42 minutes 59 seconds East, 587.60 feet; FIFTH COURSE, thence South 56 degrees 56 minutes 29 seconds East, 668.40 feet; SIXTH COURSE, thence North 52 degrees 34 minutes 18 seconds East, 452.20 feet; SEVENTH COURSE, thence North 36 degrees 56 minutes 08 seconds East, 382.53 feet; EIGHTH COURSE, thence North 25 degrees 21 minutes 01 second East, 192.73 feet; NINTH COURSE, thence North 18 degrees 40 minutes 23 seconds East, 290.15 feet; TENTH COURSE, thence North 08 degrees 06 minutes 33 seconds East, 290.73 feet; ELEVENTH COURSE, thence North 00 degrees 36 minutes 07 seconds East, 395.90 feet; TWELFTH COURSE, thence North 16 degrees 40 minutes 15 seconds East, 104.40 feet to the Westerly right of way line of existing 16th Road; THIRTEENTH COURSE, thence North 89 degrees 58 minutes 17 seconds East, 30.00 feet to a point on the East line of said Quarter Section, 491.18 feet South of the Northeast corner of said Quarter Section as measured along said East line; FOURTEENTH COURSE, thence South 00 degrees 01 minute 43 seconds East, 1641.28 feet along said East line; FIFTEENTH COURSE, thence South 89 degrees 58 minutes 17 seconds West, 30.00 feet to said Westerly right of way line of existing 16th Road; SIXTEENTH COURSE, thence North 41 degrees 42 minutes 00 seconds West, 43.37 feet; SEVENTEENTH COURSE, thence North 04 degrees 09 minutes 08 seconds West, 165.40 feet; EIGHTEENTH COURSE, thence North 53 degrees 59 minutes 42 seconds West, 130.99 feet; NINETEENTH COURSE, thence South 28 degrees 45 minutes 31 seconds West, 564.41 feet; TWENTIETH COURSE, thence South 40 degrees 44 minutes 36 seconds West, 272.39 feet; TWENTY-FIRST COURSE, thence South 22 degrees 48 minutes 39 seconds East, 107.68 feet to a point on the South line of said Quarter Section, 584.71 feet West of the Southeast corner of said Quarter Section as measured along said South line; TWENTY-SECOND COURSE, thence South 89 degrees 07 minutes 37 seconds West, 1017.09 feet along said South line; TWENTY-THIRD COURSE, thence North 20 degrees 29 minutes 34 seconds West, 639.69 feet; TWENTY-FOURTH COURSE, thence North 26 degrees 34 minutes 29 seconds West, 517.39 feet; TWENTY-FIFTH COURSE, thence North 22 degrees 19 minutes 35 seconds West, 617.50 feet; TWENTY-SIXTH COURSE, thence North 19 degrees 10 minutes 18 seconds West, 410.45 feet; TWENTY-SEVENTH COURSE, thence South 89 degrees 40 minutes 32 seconds West, 226.45 feet to the West line of said Quarter Section; TWENTY-EIGHTH COURSE, thence North 00 degrees 10 minutes 12 seconds West, 615.23 feet along said West line to the Point of Beginning.

#### Tract 4:

All that portion of the Southeast Quarter (SE/4) of Section Fourteen (14), Township Twenty-one (21) South, Range Eight (8), West of the 6th P.M., Rice County, Kansas lying North of the Right of Way for purpose of the Realignment of K-14 as conveyed in Vol. 180 Deed, on Page 327 described as follows:



(a) A tract of land in the Southeast Quarter of Section Fourteen, Township Twenty-one South, Range Eight, West of the 6th P.M., Rice County, Kansas, described as follows: Beginning at the Northwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 89 degrees 16 minutes 02 seconds East, 913.65 feet along the North line of said Quarter Section; SECOND COURSE, thence South 69 degrees 40 minutes 29 seconds East, 1028.83 feet; THIRD COURSE, thence South 63 degrees 59 minutes 51 seconds East 709.43 feet; FOURTH COURSE, thence South 62 degrees 42 minutes 30 seconds East, 153.87 feet to the East line of said Quarter Section, 761.15 feet South of the Northeast corner of said Quarter Section as measured along said East line; FIFTH COURSE, thence South 00 degrees 18 minutes 27 seconds East, 320.86 feet along said East line; SIXTH COURSE, thence North 60 degrees 54 minutes 55 seconds West, 299.42 feet; SEVENTH COURSE, thence North 65 degrees 47 minutes 12 seconds West, 1185.60 feet; EIGHTH COURSE, thence North 72 degrees 45 minutes 40 seconds West, 1186.32 feet; NINTH COURSE, thence North 79 degrees 15 minutes 10 seconds West, 181.47 feet to the West line of said Quarter Section; TENTH COURSE, thence North 00 degrees 16 minutes 46 seconds West, 30.89 feet along said West line to the POINT OF BEGINNING.

(b) A tract of land in the Southeast Quarter of Section Fourteen, Township Twenty-one South, Range Eight, West of the 6th P.M., Rice County, Kansas, described as follows: COMMENCING at the Northeast corner of said Quarter Section; thence on an assumed bearing of South 00 degrees 18 minutes 27 seconds East, 442.78 feet along the East line of said Quarter Section to the POINT OF BEGINNING; FIRST COURSE, thence continuing South 00 degrees 18 minutes 27 seconds East, 318.37 feet along said East line; SECOND COURSE, thence North 62 degrees 42 minutes 30 seconds West, 153.87 feet; THIRD COURSE, thence North 28 degrees 35 minutes 12 seconds East, 282.21 feet to the point of beginning.

#### Tract 5:

All that portion of the West Half of the Northeast Quarter (W/2 NE/4) of Section Twenty-four (24), Township Twenty-one (21) South, Range Eight (8) West of the Sixth (6th) Principal Meridian, Rice County, Kansas lying North of the following described tract: A tract of land BEGINNING at the Northwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 00 degrees 04 minutes 34 seconds East, 448.32 feet along the West line of said Quarter Section; SECOND COURSE, thence South 43 degrees 16 minutes 48 seconds East. 637.11 feet; THIRD COURSE, thence South 37 degrees 30 minutes 50 seconds East, 987.32 feet; FOURTH COURSE, thence South 35 degrees 48 minutes 14 seconds East, 479.69 feet to a point on the East line of said West Half of the Northeast Quarter, 547.86 feet North of the Southeast Corner of said West Half as measured along said East line; FIFTH COURSE, thence North 00 degrees 08 minutes 21 seconds West, 505.95 feet along said East Line; SIXTH COURSE, thence North 35 degrees 47 minutes 52 seconds West, 68.60 feet; SEVENTH COURSE, thence North 37 degrees 11 minutes 56 seconds West, 709.55 feet; EIGHTH COURSE, thence North 41 degrees 27 minutes 31 seconds West, 608.26 feet; NINTH COURSE, thence North 44 degrees 27 minutes 5 1 seconds West 537.08 feet; TENTH COURSE, thence North 86 degrees 12 minutes 44 seconds East 72.31 feet; ELEVENTH COURSE, thence North 83 degrees 01 minutes 12 seconds East 402.52 feet; TWELFTH COURSE, thence North 85 degrees 51 minutes 44 seconds East 480.94 feet to the southerly right of way line of existing Avenue V; THIRTEENTH COURSE, thence North 00 degrees 33 minutes 41 seconds West, 40.00 feet to the North line of said Quarter Section; FOURTEENTH COURSE, thence South 89 degrees 26 minutes 19 seconds West, 1021.01 feet along said North line to the POINT OF BEGINNING.

### Tracts 6A & 6B

All that portion of the Northwest Quarter (NW/4) of Section 32, Township 21 South, Range 7 West of the 6th P.M., Rice County, Kansas, lying South and West of the Right of Way for purpose of the Realignment of K-14 as conveyed in Vol. 180 Deed, on page 726 and in Vol. 180 Deed, on page 643 described as follows:

A tract of land in the West Half of the Northwest Quarter of Section 32, Township 21 South, Range 7 West of the 6th P.M., Rice County, Kansas, described as follows: BEGINNING at the Northwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 89 degrees 55 minutes 30 seconds East, 543.83 feet along the North



line of said Quarter Section; SECOND COURSE, thence South 02 degrees 48 minutes 56 seconds East, 141.31 feet; THIRD COURSE, thence South 40 degrees 54 minutes 27 seconds East, 1194.61 feet to a point on the East line of said West Half of the Northwest Quarter, 1045.03 feet South of the Northeast corner of said West Half as measured along said East line; FOURTH COURSE, thence South 00 degrees 18 minutes 40 seconds East, 482.33 feet along said East line; FIFTH COURSE, thence North 43 degrees 09 minutes 55 seconds West, 1756.29 feet; SIXTH COURSE, thence North 88 degrees 42 minutes 31 seconds West, 132.71 feet to the West line of said Quarter Section; SEVENTH COURSE, thence North 00 degrees 21 minutes 20 seconds West, 241.61 feet along said West line to the POINT OF BEGINNING. (Vol. 180 Deed, on page 726)

A tract of land in the East Half of the Northwest Quarter of Section 32, Township 21 South, Range 7 West of the 6th P.M., Rice County, Kansas, described as follows: BEGINNING at the Southeast corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 00 degrees 15 minutes 59 seconds West, 125.49 feet along the East line of said Quarter Section; SECOND COURSE, thence North 46 degrees 23 minutes 53 seconds West, 393.74 feet; THIRD COURSE, thence North 40 degrees 54 minutes 27 seconds West, 1600.90 feet to a point of the West line of said East Half of the Northwest Quarter, 1045.03 feet South of the Northwest corner of said East Half as measured along said West line; FOURTH COURSE, thence South 00 degrees 18 minutes 40 seconds East, 482.33 feet along said West line; FIFTH COURSE, thence South 43 degrees 09 minutes 55 seconds East, 1249.29 feet; SIXTH COURSE, thence South 46 degrees 14 minutes 00 seconds East, 309.04 feet to the South line of said Quarter Section; SEVENTH COURSE, thence North 89 degrees 55 minutes 04 seconds East, 253.60 feet along said South line to the point of beginning. (Vol.\_180\_Deed,\_on\_page\_643)





#### **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, and recorded in the Public Records.
- 5. We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:

Tax Year: 2024

Full Amount: \$3,608.56, Paid

Tax Parcel Number: 220-5200 (Tracts 1, 2, 3)

Tax Year: 2024

Full Amount: \$181.68, Paid

Tax Parcel Number: 220-8525 (Tract 4)

Tax Year: 2024

Full Amount: \$61.74, Paid

Tax Parcel Number: 220-19750 (Tract 5)

Tax Year: 2024

Full Amount: \$1,161.63, Paid

Tax Parcel Number: 230-20425 (Tract 6A)

Tax Year: 2024

Full Amount: \$41.86, Paid

Tax Parcel Number: 230-20525 (Tract 6B)

- 6. File a partial release of that "Mortgage, Security Agreement, and Assignments of Rents" dated September 14, 2021, recorded September 23, 2021, as Vol. 351 Mtg., on page 68, made by Towanda Land Company, LLC, et al, to American AgCredit, FLCA, in the amount of \$7,694,350.00. (inter Alia)
- <u>7</u>. We have a copy of the Articles of Organization dated July 11, 2011 and a copy of the Operating Agreement dated July 11, 2011 of Towanda Land Company, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.

Any instrument to be executed by Towarda Land Company, LLC, LLC must:

- 1. Be executed in the limited liability company name, and
- 2. Be signed by Scott Bergkamp and Chris Snook, Managers.
- 3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.



- 8. File a Warranty Deed from Towanda Land Company, LLC to None.
- 9. Provide this company with a properly completed and executed Owner's Affidavit.
- 10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.





#### SCHEDULE B, PART II—Exceptions

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

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

- 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.
- Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be
  disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the
  Land.
- 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.
  - NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.
  - As to Tract 1, 2 & 3:
- 8. The terms and provisions contained in the document entitled "Certificate of Appropriation for Beneficial use of Water" filed as Vol. 173 Misc., on page 137.
- 9. Terms and provisions of the oil and gas lease executed between Ellen Pearl Evans, lessor, and Chesapeak Exploration, LLC, lessee, for a primary term of 3 years, filed August 23, 2012, recorded in/on Vol. 154 O&G, on page 839, together with all subsequent assignments and conveyances.
- 10. Access controls and fencing covenant in Warranty Deed filed in Book 183, Page 57.
  - As to Tract 4
- 11. Terms and conditions of that Right of Way, dated June 12, 1926, recorded in Vol. 14 Misc., on page 258
- 12. Grant, Easement of Right of Way, identified in that Deed, dated August 18, 1931, recorded in Vol. 81, on page 498 and in that Lease, dated August 18, 1931, recorded in Vol. 35 Misc., on page 453
- 13. Terms and conditions of that Right of Way Agreement, dated September 18, 1940, recorded in Vol. 82 Misc., on page 626
- 14. Terms and conditions of that Right of Way Agreement, dated October 31, 1951, recorded in Vol. 128 Misc., on page 252



- 15. Terms and conditions of that Right of Way, dated September 13, 1961, recorded in Vol. 24 Misc., on page
- 16. Terms and conditions of that Right of Way, dated September 14, 1961, recorded in Vol. 24 Misc., on page
- 17. Terms and conditions of that Right of Way, dated September 14, 1961, recorded in Vol. 24 Misc., on page 307
- 18. Terms and conditions of that Right of Way, dated September 18, 1961, recorded in Vol. 24 Misc., on page
- 19. Terms and conditions of that Right of Way, dated September 23, 1961, recorded in Vol. 24 Misc., on page 317
- 20. Terms and conditions of that Right of Way, dated September 29, 1961, recorded in Vol. 24 Misc., on page
- 21. Terms and conditions of that Pipeline Easement, dated March 9, 1973, recorded in Vol. 157, on page 84
- 22. Access controls and fencing covenant in Warranty Deed filed in Vol. 180 Deeds, on Page 327.

As to Tract 5

- 23. Terms and provisions contained in the document entitled "Pipeline Right of Way" filed July 14, 1926 as Vol. 14 Misc., on page 236.
- 24. Terms and provisions contained in the document entitled "Right of Way Agreement" filed June 12, 1952 as Vol. 128 Misc., on page 267
- 25. Access controls and fencing covenant in Warranty Deed filed in Vol. 180 Deeds, on page 385 Tracts 6A & 6B
- <u>26</u>. Terms and provisions contained in the document entitled "Right of Way" filed July 14, 1926 as Vol. 14 Misc., on page 238.
- 27. Grant, Easement of Right of Way, identified in that Deed, dated August 18, 1931, recorded in Vol. 81, on page 498, executed by The Rice County Gas, Electric and Power Co., in favor of Larutan Gas Corp., and in that Lease, dated August 18, 1931, recorded in Vol. 35 Misc., on page 453, executed by Larutan Gas Corp., in favor of The Rice County Gas, Electric and Power Co., under which an eight inch transmission line may be layed over, under and across subject Section 32-21-7, and other lands; the exact location of the foregoing grant or easement is not disclosed by said instrument.
- 28. Terms and provisions contained in the document entitled "Right of Way Agreement" filed September 18, 1940 as Vol. 82 Misc., on page 610.
- 29. Terms and provisions contained in the document entitled "Right of Way Agreement" filed September 20, 1940 as Vol. 82 Misc., on page 611.
- 30. Terms and provisions of the oil and gas lease executed between Delvin D. Randolph Trust dated September 15, 2000, lessor, and Langdon Development, LLC, lessee, for a primary term of 3 years, filed October 3, 2011, recorded in/on Vol. 151 O&G, on page 546, together with all subsequent assignments and conveyances.
- 31. Access controls and fencing covenant in Warranty Deed filed in Book 180, Page 726.

As to All Parcels:

- 32. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RICE County Register of Deeds.
- 33. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
- 34. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.







#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

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

#### 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



#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not 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.
- 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

### 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. This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

> AMERICAN LAND TITLE ASSOCIATION



#### **Privacy Notice**

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a nonidentifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does <u>not</u> apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found <u>here</u>.

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

<u>How Long Do We Keep Your Personal Information?</u> We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

<u>Changes to Our Notice</u> We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

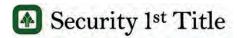


YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). To learn more, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.





#### **PRIVACY POLICY**

# WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

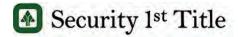
All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you
	request insurance-related services     provide such information to us  We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203





## **Commitment Cover Page**

Order Number: 3079135 Delivery Date: 03/04/2025

Property Address: 00000 W. 95th Ave, Nickerson, KS 67561

For Closing Assistance

Security 1st Title 1001 N. Main Street Hutchinson, KS 67501 Office: (620) 669-8289

hutchinson@security1st.com

**Buyer/Borrower** 

A legal entity, to be determined Delivered via: Delivered by Realtor

Seller/Owner

Towanda Land Company, LLC, a Kansas limited liability company

Attention: Chris Snook, Manager Delivered via: Delivered by Realtor For Title Assistance

Debra Patterson 1001 N. Main Street Hutchinson, KS 67501 Office: (620) 669-8289

dpatterson@security1st.com

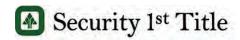
Agent for Seller

Gene Francis & Associates LLC Attention: Katie Detmer 12140 W K-42 Hwy Wichita, KS 67215 (316) 214-1715 (Cell) (316) 524-8345 (Work) (316) 524-1412 (Work Fax) katie@genefrancis.com Delivered via: Electronic Mail

**Agent for Seller** 

Gene Francis & Associates LLC Attention: Jodi McBee 12140 W K-42 Hwy Wichita, KS 67215 jodi@genefrancis.com Delivered via: Electronic Mail





#### **Title Fee Invoice**

Date: 03/04/2025 Buyer(s): A legal entity, to be determined

Order No.: Seller(s): Towarda Land Company, LLC, a

Kansas limited liability company

Issuing Office: Title Hutchinson

Security 1st Title Property 00000 W. 95th Ave, Nickerson, KS

1001 N. Main Street Address: 67561

Hutchinson, KS 67501

#### **Title Insurance Fees**

ALTA Owner's Policy 07-01-2021 (TBD)

**Total TBD** 

If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.

Otherwise, please remit payment to the issuing office above.

#### Thank you for your order!

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

#### **Vesting Documents:**

Reno county at book 685 page 255

#### **Tax Information:**

06016: 2024 Taxes





# ALTA COMMITMENT FOR TITLE INSURANCE issued by Westcor Land 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, WESTCOR LAND TITLE INSURANCE COMPANY, a Colorado 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.

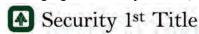
WESTCOR LAND TITLE INSURANCE COMPANY

By:

Oresident

Secretary

Issuing Agent: Security 1st Title, LLC



Debra Patterson (620) 669-8289 (Work) (620) 669-8280 (Work Fax) dpatterson@security1st.com





#### Transaction Identification Data for reference only:

Issuing Agent: Security 1st Title, LLC Buyer: A legal entity, to be determined

Issuing Office: 1001 N. Main Street Title Contact: Debra Patterson

Hutchinson, KS 67501 (620) 669-8289 (Work) 1100300 (620) 669-8280 (Work Fax)

ALTA Universal ID: 1100300 (620) 669-6260 (Work Pax)

dpatterson@security1st.com

Loan ID Number:

Commitment No.: KS-C3079135-2

Property Address: 00000 W. 95th Ave, Nickerson,

KS 67561

#### **SCHEDULE A**

1. Commitment Date:

02/21/2025 at 07:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A legal entity, to be determined The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Towanda Land Company, LLC, a Kansas limited liability company

5. The Land is described as follows:

The West Half of the Southeast Quarter of Section 3, Township 22 South, Range 7 West of the 6th P.M., Reno County, Kansas.

**Security 1st Title** 

By:

**David Armagost, President** 

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions



**TBD** 



#### 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, and recorded in the Public Records.
- 5. File a partial release of the Mortgage dated July 28, 2021, recorded September 23, 2021, as Book 882, Page 387, made by Towanda Land Company, LLC (and others), to American AgCredit, FLCA, in the amount of \$3.300.000.00.
- 6. We have a copy of the Articles of Organization dated July 11, 2011 and a copy of the Operating Agreement dated July 11, 2011 of Towanda Land Company, LLC, a Kansas limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.

Any instrument to be executed by Towanda Land Company, LLC must:

- 1. Be executed in the limited liability company name, and
- 2. Be signed by Scott Bergkamp and Chris Snook, Managers.
- 3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.
- 7. File a Warranty Deed from Towanda Land Company, LLC, a Kansas limited liability company, to A legal entity, to be determined.
- 8. Provide this company with a properly completed and executed Owner's Affidavit.
- 9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.





#### SCHEDULE B, PART II—Exceptions

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

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

- 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.
- Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be
  disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the
  Land.
- 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
- 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
- 7. General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.
  - NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.
- 8. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RENO County Register of Deeds.
- 9. Subject to existing road, street or highway rights of way.
- 10. Easement granted to The Drillers Gas Company as set forth in Book 56, Page 358.
- 11. Easement granted to The Drillers Gas Company as set forth in Book 56, Page 359.
- 12. Easement granted to Damon McFadden and Vivian McFadden; Bert Vincent and Emma Vincent; M.V. Slifer and Hazel Slifer; Alma Richhart and Ethal Davidson as set forth in Book 74, Page <u>251</u>.
- 13. Easement granted to Secretary of Transportation of the State of Kansas as set forth in Book 526, Page 323.
- 14. Easement granted to Secretary of Transportation of the State of Kansas as set forth in Book 547, Page 486.
- 15. Access controls and fence installation, as established in/on Book 526, Page 323 and Book 547, Page 486.



- 16. Terms and provisions of the oil and gas leases executed between Craig E. Zwick and Kenneta K. Zwick, lessor, and J. Fred Hambright, Inc., lessee, for a primary term of 2 years, filed February 20, 2012, recorded in/on Book 471, Page 211, together with all subsequent assignments and conveyances.
  - NOTE: If there is no production of oil and gas <u>from all of the property covered by the above lease</u>, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.
- 17. The terms and provisions contained in the document entitled "United States Department of the Interior Bureau of Land Management" filed as Book 525, Page 411.
- 18. The terms and provisions contained in the document entitled "Certificate of Appropriation for Beneficial Use of Water" filed as Book 433, Page <u>480</u>.
- 19. "In the Matter of the Proposed Extension of the Boundaries of Equus Beds Groundwater Management District No. 2", recorded January 4, 1989 in Book 219 at Page 147 of the Reno County Record.
- 20. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
- 21. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
- 22. 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 charge for same shall have been paid.





#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

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

#### 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



#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not 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.
- 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

#### 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. This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A, Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions





#### **Notice of Privacy Policy**

#### of

# **Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

#### Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

#### Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

#### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

#### Information Sharing

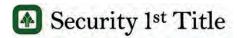
Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

#### Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.





#### **PRIVACY POLICY**

# WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you  request insurance-related services provide such information to us  We also collect your personal information from others, such as the real estate agent
	or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203











#### **WIMAS Water Right Information Sheet**

Water Right Information represents conditions as of 03/09/2025.

Information shown on this page depends on a water right selected **Type(s)** of **Use** and point of diversion, **PD(s)**. If there are multiple uses and/or multiple points of diversion, the page will update details, quantity and rate, and reported water use depending on which entry is selected from those list boxes.

Because water rights can overlap both in points of diversion and places of use (which in turn can affect the authorized quantities and rate) AND water usage is often aggregated into a single report, you cannot determine if a water right has reported more water use than authorized from this page only.

Water Right           Water Right: 6979 - 00         3 Type(s) of Use: IRR ✓ 1 PD(s): 9-21S-8W 1 ✓ Google Location Map           WWC5 Links:         None         WIZARD Link: 381407098121901		
Water Right Details		
Source: G Right Type: A Total Acres Authorized: 70.00 Net Acres Authorized: 70 Use of Water Active: 1		
Water Right Status: NK Place(s) of Use: 9-21S-8W NE SE (active) Total Acres: 34, Net Acres: 34		
Priority Date: 02/25/1957 Action Trail: 02/25/1957- PENDING INITIAL REVIEW		
Point of Diversion Details		
Pd Active: 1 Feet North: 1321 Feet West: 1309 Qualifiers: NC SE County: RICE		
GMD Num: 5 Number of Wells: 1 Subbasin: COW CREEK Stream Number:		
Special Use Area(s): Comment:		
Authorized Quantity & Rate		
Quantity Stored By: Water Right and Use Authorized Quantity (AF): 51.8 Net Quantity (AF): 51.8		
Rate Stored By: Water Right and Use Authorized Rate (GPM): 800 Net Rate (GPM): 800		
Reported Water Use Graph Water Use History		
Water Use Year(s): 2023 V Total Water Used (AF): 42.58 Acres Irrigated: 70		
Water Use Reported on Right Num: Reel Number: 25 Blip Number: 3921		
Metered Quantity: 13875800 Meter Unit: 1 Depth to Water: 15 Depth of Well:		
Beginning Meter Reading: 33103000 Ending Meter Reading: 46978800		
System Type: 4 Hours Pumped: Pump Rate: Date of Measurement:		
Date Report Received: 01/18/2024 Chemigation Indicator: 0 Water Use Code: M Crop Code: 2		
Current Water Use Correspondent(s):   BOB BERGKAMP CONSTRUCTION CO INC		
Print ASCII Report		



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#### **WIMAS Water Right Information Sheet**

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Water Right Water Right: 6979 - 00 3 Type(s) of Use: REC ✓ 1 PD(s): 9-21S-8W 5 ✓ Google Location Map			
WWC5 Links: None WIZARD Link: None			
Water Right Details			
Source: G Right Type: A Total Acres Authorized: Net Acres Authorized: 0 Use of Water Active: 1			
Water Right Status: NK Place(s) of Use: 9-21S-8W 5 (active)	~		
Priority Date: 02/25/1957 Action Trail: 07/01/1988- CERTIFICATE ISSUED	~		
Point of Diversion Details			
Pd Active: 1 Feet North: 560 Feet West: 2200 Qualifiers: NC W2 SW SE County: RICE			
GMD Num: 5 Number of Wells: 1 Subbasin: COW CREEK Stream Number:			
Special Use Area(s):   ✓ Comment: GW PIT GEO CTR - GW PIT			
Authorized Quantity & Rate			
Quantity Stored By: Water Right and Use Authorized Quantity (AF): 47.25 Net Quantity (AF): 47.25			
Rate Stored By: Water Right and Use Authorized Rate (GPM): Net Rate (GPM):			
Reported Water Use Graph Water Use History	]		
Water Use Year(s):   ✓ Total Water Used (AF): Acres Irrigated:			
Water Use Reported on Right Num: Reel Number: Blip Number:			
Metered Quantity: Meter Unit: Depth to Water: Depth of Well:			
Beginning Meter Reading: Ending Meter Reading:			
System Type: Hours Pumped: Pump Rate: Date of Measurement:			
Date Report Received: Chemigation Indicator: Water Use Code: Crop Code:			
Current Water Use Correspondent(s): RECREATIONAL FILE			
Print ASCII Report			
WIMAS520250314103959329.txt			



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#### **WIMAS Water Right Information Sheet**

Water Right Information represents conditions as of 04/06/2025.

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Water Right   Water Right: 50546 - 00 2 Type(s) of Use: REC ✓ 1 PD(s): 32-21S-7W 3 ✓ Google Location Map   WWC5 Links: None   WIZARD Link: None			
Water Right Details			
Source: G Right Type: A Total Acres Authorized: Net Acres Authorized: 0 Use of Water Active: 1			
Water Right Status: NK Place(s) of Use: 32-21S-7W 4 (active)	~		
Priority Date: 03/22/2021 Action Trail: 06/28/2024- CERTIFICATE ISSUED	~		
Point of Diversion Details			
Pd Active: 1 Feet North: 3206 Feet West: 4770 Qualifiers: SW SW NW County: RICE			
GMD Num: 5 Number of Wells: 1 Subbasin: COW CREEK Stream Number:			
Special Use Area(s):   ✓ Comment: 26 IN NET EVAP AREA GEO CTR			
Authorized Quantity & Rate			
Quantity Stored By: Water Right Authorized Quantity (AF): 49.5 Net Quantity (AF): 49.5			
Rate Stored By: Water Right Authorized Rate (GPM): Net Rate (GPM):			
Reported Water Use Graph Water Use History			
Water Use Year(s):   Total Water Used (AF):   Acres Irrigated:			
Water Use Reported on Right Num: Reel Number: Blip Number:			
Metered Quantity: Meter Unit: Depth to Water: Depth of Well:			
Beginning Meter Reading: Ending Meter Reading:			
System Type: Hours Pumped: Pump Rate: Date of Measurement:			
Date Report Received: Chemigation Indicator: Water Use Code: Crop Code:			
Current Water Use Correspondent(s): RECREATIONAL FILE			
Print ASCII Report			
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#### **WIMAS Water Right Information Sheet**

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Water Right			
Water Right: 41995 - 00 3 Type(s) of Use: REC ✓ 1 PD(s): 3-22S-7W 2 ✓ Google Location Map			
WWC5 Links: 491905 WIZARD Link: None			
Water Right Details			
Source: G Right Type: A Total Acres Authorized: Net Acres Authorized: 0 Use of Water Active: 1			
Water Right Status: NK Place(s) of Use: 3-22S-7W 4 (active)	<b>~</b>		
Priority Date: 01/10/1996 Action Trail: 09/22/2008- CERTIFICATE ISSUED	~		
Point of Diversion Details			
Pd Active: 1 Feet North: 789 Feet West: 2058 Qualifiers: NC SW SE County: RENO			
GMD Num: 2 Number of Wells: 1 Subbasin: COW CREEK Stream Number:			
Special Use Area(s):   ✓ Comment: GW PIT GEO CTR - GW PIT			
Authorized Quantity & Rate			
Quantity Stored By: Water Right Authorized Quantity (AF): 78.903 Net Quantity (AF): 78.903			
Rate Stored By: Water Right Authorized Rate (GPM): Net Rate (GPM):			
Reported Water Use Graph Water Use History			
Water Use Year(s):   ✓ Total Water Used (AF): Acres Irrigated:			
Water Use Reported on Right Num: Reel Number: Blip Number:			
Metered Quantity: Meter Unit: Depth to Water: Depth of Well:			
Beginning Meter Reading: Ending Meter Reading:			
System Type: Hours Pumped: Pump Rate: Date of Measurement:			
Date Report Received: Chemigation Indicator: Water Use Code: Crop Code:			
Current Water Use Correspondent(s): RECREATIONAL FILE			
Print ASCII Report			



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