

# **Property Information Packet**

Simulcast Live & Online Auction 70 +/- Acres • Marshall Co., KS

**Date:** Thursday, July 7, 2022 at 11:00 AM

Auction Location: Waterville Community Center

136 E. Commercial St., Waterville, KS

Online Bidding: Bidding at www.gavelroads.com

Seller: Joseph Hula





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- CRP Contract

Wichita Office 12140 W. K-42 Highway Wichita, KS 67227 (316) 524-8345 Manhattan Office 2029 Vanesta Pl., Suite 22 Manhattan, KS 66503 (785) 556-7162

#### SIMULCAST LIVE AND ONLINE

# LAND AUCTION

70 +/- ACRES • MARSHALL COUNTY, KANSAS

# THURSDAY, JULY 7, 2022 • 11:00 AM

LIVE LOCATION: Waterville Community Center - 136 E. Commercial St., Waterville, KS

**ONLINE BIDDING:** Bidding at *gavelroads.com*.

**SELLER:** Joseph Hula







GAVEL

ROADS

LEGAL DESCRIPTION: A tract of land located in the Northeast Quarter (NE 1/4) of Section 22, Township 5 South, Range 6 East of the Sixth Principal Meridian, Marshall County, Kansas, BEGINNING at the Northwest Corner of said NE 1/4 of said Section 22; Thence South 89°48'08" East, (assumed bearing), 423.16 feet along the North line of said NE 1/4; Thence South 0°26'43" East, 848.75 feet along a line parallel with the West line of said NE 1/4; Thence South 89°48'08" East, 513.26 feet along a line parallel with the North line of said NE 1/4; Thence North 0°26'43" West, 848.75 feet along a line parallel with the West line of said NE 1/4 to a point on the North line of said NE 1/4; Thence South 89°48'08" East, 377.02 feet along the North line of said NE 1/4 to the Northeast Corner of the West Half (W 1/2) of said NE 1/4; Thence South 0°33'39" East, 2642.23 feet along the East line of said W 1/2 of said NE 1/4 to the Southeast Corner of said W 1/2 of said NE 1/4; Thence North 89°41'50" West, 1318.80 feet along the South line of said NE 1/4 to the Southwest Corner of said NE 1/4; Thence North 0°26'43" West, 2639.75 feet along the West line of said NE 1/4 to the POINT AND PLACE OF BEGINNING.

**LOCATION:** From Waterville, travel 5 miles south on Hwy 77 to Bobcat Ln. Turn east and travel 1/2 mile. Parcel sits on the south side of the road.

**DESCRIPTION:** 70 +/- acres in southern Marshall County, Kansas. Parcel had been in CRP, it is now expired. Open opportunity to grow what you wish. DCP cropland is 67.79 acres. (FSA will need to be adjusted from the 80 acres to 70 acres). Wymore silty clay loam (class 2) makes up the soil type. 10 +/- acres, from the original 80 acre tract, will be retained by the Seller where the cellar and well are located. Parcel has been surveyed and marked.

**TAXES:** 2021 - \$270.64 taxes will be prorated to the date of closing.

MINERALS: All of Seller's mineral interest will pass to Buyer.

**POSSESSION:** Buyer shall receive possession at closing.

**TERMS:** \$10,000.00 down as earnest money due day of auction with balance due at closing, on or before August 5, 2022. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. Financing, if necessary, needs to be arranged and approved prior to the auction. Statements made day of the auction take precedence over all printed advertising and previously made oral statements. Property sells in "as is" condition. Gene Francis & Associates and Gavel Roads are agents of the Seller.

Property selling in conjunction with **Gavel Roads**, **LLC**, Connie Francis, Broker 316.425.7732.



Megan Martin, REALTOR® Lori Rogge, Broker & Auctioneer (785) 562-7032 | megan@genefrancis.com (785) 556-7162 | lori@genefrancis.com

N.E. Corner, N.E. 1/4 Sec. 22, T5S, R6E Set 1/2"x24" Rebar w/CLS59 Origin: Schwab-Eaton, P.A. BOBCAT LANE (50' R/W) S. 89°36'34" E. 2632.06'(M), 2627.79'(GLO) S. 89°48'08" E. 2626.90'(M), 2627.79'(M) <del>423.16'</del> -513.26' Point of N.E. Cor., W/I/2, N.E. I/4 Beginning N.W. Corner, N.W. 1/4 N.W. Corner, N.E. 1/4 Sec. 22, T5S, R6E Sec. 22, T5S, R6E Sec. 22, T5S, R6E Well Set 1/2"x24" Rebar w/CLS59 Set 1/2"x24" Rebar w/CLS59 Found 1/2" Rebar w/Grove and Company #662 Plastic Cap Cap Origin: Schwab-Eaton, P.A. Origin: Grove and Company Origin: Schwab-Eaton, P.A. TRACT 10.00 Acres more or less 513.26 N. 89°48'08" W. 2650.82′(M), HIGHWAY ,50' U S.E. Corner, N.E. 1/4 S.E. Cor., W/I/2, N.E. I/4 S.W. Corner, N.E. 1/4 S.W. Corner, N.W. 1/4 Sec. 22, T5S, R6E Sec. 22, T5S, R6E Sec. 22, T5S, R6E Set 1/2"x24" Rebar w/CLS59 Sec. 22, T5S, R6E Set 1/2"x24" Rebar w/CLS59 Found 1/2" Rebar w/CLS 155 Found 1/2" Rebar w/Grove and Alum. Cap Origin: Schwab-Eaton, P.A. Company #662 Plastic Cap Origin: Schwab-Eaton, P.A. Origin: CES Group, Inc. Origin: Grove and Company 1318.80' 1318.80 S. 89°51'08" E. 2641.08'(M) S. 89°41'50" E. 2637.60'(M) CERTIFICATION I hereby certify that this survey completed April 15th, 2022, represents the true findings of a survey performed by me or under my direct supervision, and that details of this survey are true and correct to the best of my knowledge, belief, and SCHWAB-EATON, P. A. S.E. Corner, S.E. 1/4 S.W. Corner, S.E. 1/4 Sec. 22, T5S, R6E

Sec. 22, T5S, R6E

Surveying

Harlan G. Ross, P.S. 1290

Found Railroad Spike

Origin: Cohorst Engineering and

Found I/2" Rebar w/PESCHEL

Origin: Cohorst Engineering and

1385 Cap

Surveying

CYCLONE LANE

S. 89°48'02" E. 2643.44'(M), 2638.02'(GLO)

LAND BOUNDARY DESCRIPTION:

S. 89°59'54" E. 2641.24'(M), 2641.65'(GLO)

A tract of land located in the Northeast One-Quarter (NE 1/4) of Section 22, Township 5 South, Range 6 East of the Sixth Principal Meridian, Marshall County, Kansas, written by Harlan G. Ross, Kansas P.S. No. 1290, dated April 18, 2022, more particularly described as follows:

N.E. Corner, N.W. 1/4

Origin: Cohorst Engineering and

Sec. 23, T5S, R6E

Found I/2" Rebar

Surveying

Commencing at the Northwest Corner of said NE I/4 of said Section 22; Thence South 89°48'08" East, (assumed bearing), 423.16 feet along the North line of said NE I/4 to the TRUE POINT OF BEGINNING; Thence continuing South 89°48'08" East, 513.26 feet along the North line of said NE I/4; Thence South 0°26'43" East, 848.75 feet along a line parallel with the West line of said NE I/4; Thence North 89°48'08" West, 513.26 feet along a line parallel with the North line of said NE I/4; Thence North 0°26'43" West, 848.75 feet along a line parallel with the West line of said NE I/4 to the POINT AND PLACE OF BEGINNING. Said tract contains 10.00 acres, more or less. Subject to all public roads, easements, reservation restrictions, covenants and conditions, if any, now of record.

SCALE I'' = 200'north》 LEGEND 1/2"x 24" BAR W/CLS 59 CAP SET THIS SURVEY 1/2" IRON BAR FOUND AS LABELED SECTION CORNER SET THIS SURVEY SECTION CORNER AS LABELED --- SECTION LINE PROPERTY LINE ROAD EASEMENT CENTERLINE ROAD MEASURED DISTANCE (GLO) GOVERNMENT LAND OFFICE

NOTES

- I. Bearings shown hereon are based on the North line of the N.E I/4 of Section 22 which is assumed to bear S. 89°48'08" E. for this survey.
- 2. This survey was performed without the benefit of a proper title report. Conditions may exist that would be disclosed by a proper Title Report. This survey does not certify Ownership or Easements.
- 3. No gaps or overlaps were found on the subject property.
- 4. No buildings exist on the property shown hereon.
- 5. No utilities, easements, or evidence of easements are shown.
- 6. Distances are measured unless otherwise noted.

CERTIFICATE OF SURVEY

# TRACT OF LAND IN THE N.E. 1/4 OF SEC. 22-T5S-R6E

MARSHALL COUNTY, KANSAS
PREPARED BY



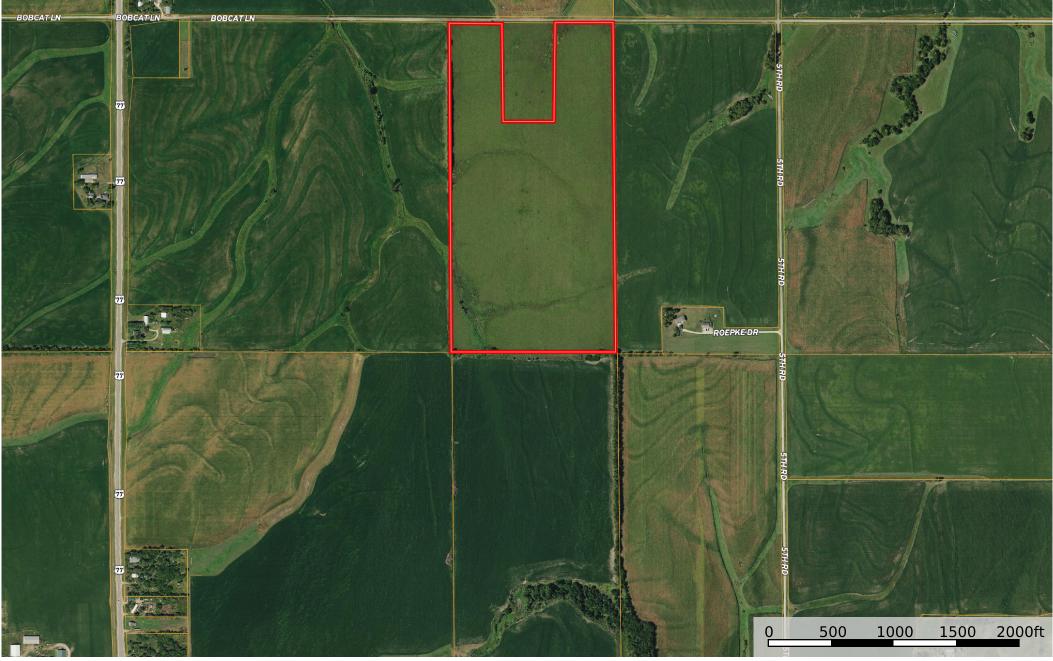
CONSULTING ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS 5410 LEDGE STONE DRIVE, STE 100 - MANHATTAN, KANSAS - PH 785-539-4687

APRIL 2022

#### Hula 70+/- Acres

Kansas, AC +/-











#### MAP LEGEND

## Area of Interest (AOI) Area of Interest (AOI) Soils Soil Rating Polygons Capability Class - I Capability Class - II Capability Class - III Capability Class - IV Capability Class - V Capability Class - VI Capability Class - VII Capability Class - VIII Not rated or not available Soil Rating Lines Capability Class - I Capability Class - II Capability Class - III

Capability Class - IV

Capability Class - V

Capability Class - VI

Capability Class - VII

Capability Class - VIII

Capability Class - I
Capability Class - II

**Soil Rating Points** 

Not rated or not available

- Capability Class III
- Capability Class IV
- Capability Class V
- Capability Class VI
- Capability Class VII
- Capability Class VIII
- Not rated or not available

#### **Water Features**

Streams and Canals

#### Transportation

+++

Rails

 $\sim$ 

Interstate Highways

 $\sim$ 

US Routes

 $\sim$ 

Major Roads

Local Roads

Background

100

Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Marshall County, Kansas Survey Area Data: Version 22, Sep 14, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 30, 2021—Jun 13, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# **Nonirrigated Capability Class**

|                            | ,  |        |              |                |
|----------------------------|--|--------|--------------|----------------|
| Map unit symbol            | Map unit name                                    | Rating | Acres in AOI | Percent of AOI |
| 7681                       | Wymore silty clay loam,<br>1 to 3 percent slopes | 2      | 71.9         | 100.0%         |
| Totals for Area of Interes | est  | 71.9   | 100.0%       |                |

#### **Description**

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels-capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

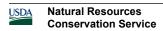
Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

# Rating Options

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified



Tie-break Rule: Higher

Marshall, Kansas

FSA - 578 (09-13-16)

Farm Number: 7781

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

PROGRAM YEAR: 2021

DATE: 05/09/2022

PAGE: 1

Original: KMS Revision: KMS Cropland: 77.79

Farmland: 78.96

Operator Name and Address

JOSEPH L HULA PO BOX 119

POWELL BUTTE, OR 97753-0119

| Tract<br>Number    | CLU/<br>Field      | Crop/<br>Commodity         | Var/<br>Type       | Int<br>Use | Act<br>Use       | Irr.<br>Pr. | Org<br>Stat        |                | C/C<br>Stat | Rpt<br>Unit | Rpt<br>Qty           | Det<br>Qty   | Crop<br>Land      | Field<br>ID | Official/<br>Measured | Planting<br>Date           | Planting<br>Period | End<br>Date |
|--------------------|--------------------|----------------------------|--------------------|------------|------------------|-------------|--------------------|----------------|-------------|-------------|----------------------|--------------|-------------------|-------------|-----------------------|----------------------------|--------------------|-------------|
| 681                | 1                  | CRP                        | 025                |            |                  | N           | С                  | N              | 1           | Α           | 68.50                |              | Yes               |             | N                     |                            | 01                 | 2035        |
| Р                  | roducer J          | OSEPH L HULA               | ١                  |            | Shar             | e 100.00    | FSA Ph             | nysical Lo     | cation      | Marshal     | l, Kansas            |              |                   |             | NAP Un                | it 4952                    | Signature Date (   | 1/27/2021   |
|                    | 6                  | GRASS                      | NAG                | FG         |                  | N           | С                  | N              | 1           | Α           | 9.29                 |              | Yes               |             | N                     |                            | 01                 |             |
| Р                  | roducer J          | OSEPH L HULA               | · ·                |            | Shar             | e 100.00    | FSA Ph             | ysical Lo      | cation      | Marshal     | I, Kansas            |              |                   |             | NAP Un                | it 4952                    | Signature Date (   | 01/27/2021  |
| Tract 681 5        | Summary            |                            |                    |            |                  |             |                    |                |             |             |                      |              |                   |             |                       |                            |                    |             |
| PP Cr/Co<br>01 CRP | <u>Var/T</u><br>02 | <u>'ype Int Use I</u><br>5 | rr Pr Rpt I<br>N A | 11:        | Rpt Qty<br>68.50 | -           | P Cr/Co<br>1 GRASS | Var/Typ<br>NAG |             |             | r Pr Rpt Unit<br>N A | <b>Rpt</b> 9 | <u>Qty</u><br>.29 | PP Cr/Co    | Var/Type In           | <u>it Use</u> <u>Irr F</u> | Pr Rpt Unit        | Rpt Qty     |
| Photo Nu           |                    | al Description: B          | 15/2A W1/2         |            | 2-5-6 JT.O       |             |                    |                |             | Dif         | ference: 0.00        |              |                   | Reported    | on Non-Croplar        | d: 0.00                    |                    |             |

Marshall, Kansas

FSA - 578 (09-13-16)

Farm Number: 7781

# REPORT OF COMMODITIES FARM SUMMARY

PROGRAM YEAR: 2021

DATE: 05/09/2022

PAGE: 2

Original: KMS Revision: KMS Cropland: 77.79 Farmland: 78.96

Operator Name and Address

JOSEPH L HULA PO BOX 119

POWELL BUTTE, OR 97753-0119

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

|                          | JOSEPH L H                | ULA                     | Co              | Crop/<br>ommodity<br>CRP    | Variety/<br>Type<br>025 | Share<br>100.00               | Crop/<br>Commodity<br>GRASS | Variety/<br>Type<br>NAG | Share<br>100.00          | Crop<br>Commo               |                         | riety/ S<br>ype       | hare                        | Crop/<br>Commodity     | Variety/<br>Type             | Share                  |
|--------------------------|---------------------------|-------------------------|-----------------|-----------------------------|-------------------------|-------------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|-----------------------|-----------------------------|------------------------|------------------------------|------------------------|
| Planting<br>Period<br>01 | Crop/<br>Commodity<br>CRP | Variety/<br>Type<br>025 | Intended<br>Use | Irrigation<br>Practice<br>N | Reporting<br>Unit<br>A  | Reported<br>Quantity<br>68.50 | Determined<br>Quantity      |                         | Planting<br>Period<br>01 | Crop/<br>Commodity<br>GRASS | Variety/<br>Type<br>NAG | Intended<br>Use<br>FG | Irrigation<br>Practice<br>N | Reporting<br>Unit<br>A | Reported<br>Quantity<br>9.29 | Determined<br>Quantity |

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Operator's Signature (By)

Title/Relationship of Individual Signing in the Representative Capacity

Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint\_filing\_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

KANSAS MARSHALL

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

FARM: 7781

Prepared: 5/9/22

11:55 AM

Crop Year: 2022

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

#### Abbreviated 156 Farm Record

**Operator Name** 

JOSEPH L HULA

Farms Associated with Operator:

20-117-7781

CRP Contract Number(s)

None

Recon ID

Transferred From

20-117-2018-126 None

ARCPLC G/I/F Eligibility

٠ Eligible

|                       |                       |                           |        | Farm Land | Data |                  |           |                         |                              |
|-----------------------|-----------------------|---------------------------|--------|-----------|------|------------------|-----------|-------------------------|------------------------------|
| Farmland              | Cropland              | DCP Cropland              | WBP    | WRP       | CRP  | GRP              | Sugarcane | Farm Status             | Number Of<br>Tracts          |
| 78.96                 | 77.79                 | 77.79                     | 0.00   | 0.00      | 0.00 | 0.00             | 0.00      | Active                  | 1                            |
| State<br>Conservation | Other<br>Conservation | Effective DCP<br>Cropland | Double | Cropped   | MPL  | Acre<br>Election | EWP       | DCP Ag.Rel.<br>Activity | Broken<br>From Native<br>Sod |
| 0.00                  | 0.00                  | 77.79                     | 0.     | 00        | 0.00 |                  | 0.00      | 0.00                    | 0.00                         |

#### **Crop Election Choice**

| ARC Individual | ARC County | Price Loss Coverage |
|----------------|------------|---------------------|
| None           | None       | None                |

#### **DCP Crop Data**

| Crop Name | Base Acres | CCC-505 CRP Reduction<br>Acres | PLC Yield | HIP |
|-----------|------------|--------------------------------|-----------|-----|
|-----------|------------|--------------------------------|-----------|-----|

#### **NOTES**

**Tract Number** 

: 681

Description

B15/2A W1/2NE1/4 22-5-6 JT.OWNERS

FSA Physical Location :

KANSAS/MARSHALL KANSAS/MARSHALL

ANSI Physical Location :

BIA Unit Range Number :

**HEL Status** 

NHEL: No agricultural commodity planted on undetermined fields

**Wetland Status** 

Tract does not contain a wetland

**WL Violations** 

None

Owners

JOSEPH L HULA

**Other Producers** 

None

Recon ID

: None

|                    |                       |                        | Tract Land Dat | a    |      |                         |                           |
|--------------------|-----------------------|------------------------|----------------|------|------|-------------------------|---------------------------|
| Farm Land          | Cropland              | DCP Cropland           | WBP            | WRP  | CRP  | GRP                     | Sugarcane                 |
| 78.96              | 77.79                 | 77.79                  | 0.00           | 0.00 | 0.00 | 0.00                    | 0.00                      |
| State Conservation | Other<br>Conservation | Effective DCP Cropland | Double Cropped | MPL  | EWP  | DCP Ag. Rel<br>Activity | Broken From<br>Native Sod |
| 0.00               | 0.00                  | 77.79                  | 0.00           | 0.00 | 0.00 | 0.00                    | 0.00                      |

#### **DCP Crop Data**

| Crop Name | Base Acres | CCC-505 CRP Reduction<br>Acres | PLC Yield |
|-----------|------------|--------------------------------|-----------|
|-----------|------------|--------------------------------|-----------|

#### NOTES

#### KANSAS MARSHALL

Form: FSA-156EZ



#### **Abbreviated 156 Farm Record**

FARM: 7781

Prepared: 5/9/22 11:55 AM

Crop Year: 2022

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <a href="http://www.ascr.usda.gov/complaint\_filing\_cust.thm">http://www.ascr.usda.gov/complaint\_filing\_cust.thm</a> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the Information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



USDA

Farm: 7781 Tract: 681 United States Department of Agriculture Farm Service Agency

# **Marshall County**

|                       | Name | Shares |
|-----------------------|------|--------|
| Operator              |      | %      |
| 8=                    |      | %      |
| Owner ———             |      |        |
| COLUMN TORROTOPIONERS |      | %      |

Crop Wheat-hrw Corn-yel Soybn-com Gr. Sorg Oats-spr Alfalfa Sudan All crops are Non-Irr unless marked on map April 13, 2022

| Plant Date | Int. Use |
|------------|----------|
|            |          |
|            | A        |
|            |          |

5/11/22, 9:55 AM Tax Detail Information

# Tax History Inquiry for JOSEPH HULA

<u>View Parcel Information</u> --- <u>Tax Search Page</u>

|                            |      |                             |                       |              | <b>Property Address</b> |  |                    |                    |                                 |                             |                   |
|----------------------------|------|-----------------------------|-----------------------|--------------|-------------------------|--|--------------------|--------------------|---------------------------------|-----------------------------|-------------------|
|                            |      |                             |                       |              | BOBCAT LN               |  |                    |                    |                                 |                             |                   |
| Tax                        | : ID | Sec-Twn-<br>Rng             | Sub                   | Blk          | Blk Lot Descript        |  |                    | n                  |                                 | Parcel<br>Id/Cama           | Parcel<br>Classes |
| 2021<br>RealEsta<br>2L0108 |      | 22-05-06                    |                       |              |                         | S22, T05, R06, ACRES 79.5, W2 NE4 LESS; R/W  |                    |                    | 255-22-0-<br>00-00-<br>002.00-0 | Agricultural<br>Real Estate |                   |
| Tax<br>Unit                | USD  | Cty/Twn                     | Assessed<br>Valuation | Mill<br>Levy | Ad<br>Valorem           | Special Total Total Assessments Tax Paid Dlq |                    |                    | Book-<br>Page                   | Date of<br>Transfer         |                   |
| 097                        | 498  | COTTAGE<br>HILL<br>TOWNSHIP | \$2181                | 124.09       | \$270.64                | \$0  | Amount<br>\$270.64 | Amount<br>\$270.64 | No                              |                             | 06/11/18          |

# **Click here for Additional Years**

<u>View Parcel Information</u> --- <u>Tax Search Page</u>





ISSUED BY

#### First American Title Insurance Company

# Commitment

#### **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 Nebraska 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 Policy Amount 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

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

Issuing Agent:

Marshall County Abstract & Title Company 1110 Broadway

Marysville, KS 66508 Phone: (785) 562-3071 Fax: (785) 619-6102

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 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 A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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#### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
  - (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 shall not be liable for any other amendment to this Commitment.

#### 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

#### 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. ARBITRATION

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

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ISSUED BY

#### First American Title Insurance Company

# Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Marshall County Abstract & Title Company Property Address: 0000 Bobcat Ln, Waterville, KS 66548

ALTA ® Universal ID: 1044902

Commitment No.: 2022-108

Revision No.: Loan ID No.:

#### **SCHEDULE A**

Effective Date: May 25, 2022 at 8:00 AM

Policy (or Policies) to be issued:

(a) ☑ ALTA® Owner's Policy (6/17/06) Proposed Policy Amount: \$1,000.00

Proposed Insured: A natural person or entity able to hold title

(b) ☐ ALTA® Loan Policy (6/17/06) Proposed Policy Amount: Proposed Insured: N/A

·

Proposed Policy Amount:

(c) ☐ ALTA ® Loan Policy (6/17/06) Proposed Insured:

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
- 4. The Title, at the Commitment Date, vested in:

Joseph L. Hula

5. The Land is described as follows:

A tract of land located in the Northeast One-Quarter of Section 22, Township 5 South, Range 6 East of the Sixth Principal Meridian, Marshall County, Kansas, written by Harlan G. Ross, Kansas P.S. No. 1290, dated May 16, 2022, more particularly described as follows: BEGINNING at the Northwest Corner of said Northeast Quarter of said Section 22; Thence South 89°48'08" East, (assumed bearing), 423.16 feet along the North line of said Northeast Quarter; Thence South 0°26'43" East, 848.75 feet along a line parallel with the West line of said Northeast Quarter; Thence South 89°48'08" East, 513.26 feet along a line parallel with the North line of said Northeast Quarter; Thence North 0°26'43" West, 848.75 feet along a line parallel with the West line of said Northeast Quarter to a point on the North line of said Northeast Quarter; Thence South 89°48'08" East, 377.02 feet along the North line of said Northeast Quarter to the Northeast Corner of the West One-Half of said Northeast Quarter; Thence South 0°33'39" East, 2642.23 feet along the East line of said West Half of said Northeast Quarter; Thence North 89°41'50" West, 1318.80 feet along the South line of said Northeast Quarter to the Southwest Corner of said

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# Schedule A (Cont.)

Northeast Quarter; Thence North 0°26'43" West, 2639.75 feet along the West line of said Northeast Quarter to the POINT AND PLACE OF BEGINNING.



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#### First American Title Insurance Company

# Schedule BI & BII

Commitment No.: 2022-108

#### 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.
- Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
- 6. 2021 Tax Information: Tax ID #2L0108 \$270.64 total tax amount is paid in full.
- 7. Record Warranty Deed executed by Joseph L. Hula and spouse if married, vesting fee simple title in A natural person or entity able to hold title, together with a Kansas Real Estate Sales Validation Questionnaire to accompany said Deed.
- 8. An Owner's Affidavit must be executed by the owners of the insured property, and their spouses if married.

NOTE: If requirements above are not met within 60 days of payment of the premium, the policy(ies) will be issued with the unsatisfied requirements shown as exceptions. If the policy(ies) cannot be issued, the amount paid to us, less a \$100.00 cancellation fee, will be refunded and the file will be canceled.

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# Schedule BI & BII (Cont.)

Commitment No.: 2022-108

#### SCHEDULE B, PART II

#### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Right or claims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
- 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is 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. The lien of the General Taxes for the year 2022, and thereafter.
- Certificate of Survey completed April 15, 2022, creating the description of the land set out in Schedule A, and showing the location of Bobcat Lane, by Harlan G. Ross, P.S. 1290, Schwab Eaton Project No. 220411A.
- 9. Existing roads, railroads, streets, or highway rights of way.



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#### MARSHALL COUNTY ABSTRACT & TITLE COMPANY

1110 Broadway Marysville, KS 66508 785•562•3071 phone 785•619•6102 fax Patty Holle, owner patty@mcatc.net
Rachel Frye, closer rachel@mcatc.net

#### PRIVACY POLICY

#### We are committed to Safeguarding Customer Information

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

#### **Applicability**

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

#### Types of Information

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

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

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

#### **Former Customers**

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

#### Confidentiality and Security

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



#### **Privacy Notice**

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

<u>What Type Of Information Do We Collect About You?</u> We collect a variety of categories of information about you. To learn more about the categories of 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 Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

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

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your 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 Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

<u>How Long Do We Keep Your Information?</u> We keep your 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.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your 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>.

<u>International Jurisdictions</u>: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products 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 this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

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



#### 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 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

<u>Right to Know</u>. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

<u>Right of Deletion</u>. You also have a right to request that we delete the <u>personal information</u> we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

<u>Notice of Disclosure</u>. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

|   |  |   |   |  |   | Page 1 of 1   |
|---|--|---|---|--|---|---|
| CRP-1 U.S. DEPARTMENT (07-06-20) Commodity Cre  | OF AGRICULTURE<br>edit Corporation   |   | 1. ST. 8  |  | ADMIN. LOCATION   | 2. SIGN-UP<br>NUMBER  |
|   | e Andrea (   Metallic Communication  |   | 2 001   | 07/8/  | 57/75/00  | 54<br>4. ACRES FOR  |
| CONSERVATION RESERV   | E PROGRAM  | CONTRACT  |   | ITRACT NUMBE   | ENROLLMENT<br>68.50   |   |
| 5A. COUNTY FSA OFFICE ADDRESS (In   | clude Zip Code)  |   | 6. TRA  | CT NUMBER  | 7. CONTRACT PERIOD  | )   |
| MARSHALL COUNTY FARM SERVICE AGE<br>1133 PONY EXPRESS HWY<br>MARYSVILLE, KS66508-8501   | 22-<br>12.50   |   | 681   | FROM: (MM-DD-YYYY)<br>10-01-2020   | TO: (MM-DD-YYYY)<br>12-15-2021  |   |
| 5B. COUNTY FSA OFFICE PHONE NUM<br>(Include Area Code): (785) 562-5343  | BER  |   | 8. SIGI<br>Gene   | NUP TYPE:<br>ral   |   |   |
| THIS CONTRACT is entered into between to (referred to as "the Participant".) The Partic CCC for the stipulated contract period from acreage the Conservation Plan developed comply with the terms and conditions cont Program Contract (referred to as "Appendiapplicable contract period. The terms and thereto. BY SIGNING THIS CONTRACT PA addendum thereto; and, CRP-2, CRP-2C, C | cipant agrees to plant the date the Control of the Conditions of this conditions of the Conditions of th | ace the designated<br>act is executed by<br>ad approved by the<br>act, including the A<br>ow, the Participant<br>contract are contain<br>OWLEDGE RECEIF | acreage into the<br>the CCC. The land the Poly<br>CCC and the Poly<br>ppendix to this<br>acknowledges<br>acd in this Form | e Conservation Participant also a Participant. Addi Contract, entitle receipt of a cop | Reserve Program ("CRP"<br>agrees to implement on s<br>tionally, the Participant al<br>ed Appendix to CRP-1, Co<br>y of the Appendix/Append<br>he CRP-1 Appendix and a | ) or other use set by uch designated not CCC agree to onservation Reserve dices for the ny addendum |
| 9A. Rental Rate Per Acre \$83.0   |  |   | on of CRP La  | nd (See Page   | 2 for additional space)   |   |
| 9B. Annual Contract Payment \$ 5,68   | 6.00   | A. Tract No.  | B. Field No.  | C. Practic   | e No. D. Acres  | E. Total Estimated<br>Cost-Share  |
| 9C. First Year Payment \$   |  | 681   | 0001  | CP2  | 5 68.50   | \$ 4,977.00   |
| (Item 9C is applicable only when the first ye prorated.)  | 1998/1998/1998 1998 1999 1999 1999 1999  |   |   |  |   |   |
| 11. PARTICIPANTS (If more than  |  |   |   |  |   |   |
| A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) JOSEPH L HULA PO BOX 119 POWELL BUTTE, OR97753-0119  | (2) SHARE  | (3) SIGNATURE   | (By)  | INDIVIDUA  | ATIONSHIP OF THE<br>L SIGNING IN THE<br>NTATIVE CAPACITY  | (5) DATE<br>(MM-DD-YYYY)  |
| B(1) PARTICIPANT'S NAME AND<br>ADDRESS (Include Zip Code)   | (2) SHARE  | (3) SIGNATURE   | (Ву)  | INDIVIDUA  | ATIONSHIP OF THE<br>L SIGNING IN THE<br>NTATIVE CAPACITY  | (5) DATE<br>(MM-DD-YYYY)  |
| C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)  | (3) SIGNATURE  | (Ву)  | INDIVIDUA   | ATIONSHIP OF THE<br>LL SIGNING IN THE<br>NTATIVE CAPACITY                              | (5) DATE<br>(MM-DD-YYYY)  |   |
| 12. CCC USE ONLY A. SIGNATU   | RE OF CCC REP  | RESENTATIVE   | 0.  | •  |   | B. DATE   |

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

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