

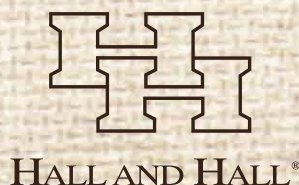


1,499± Acres Offered in 5 Tracts & Combinations

PROPERTY INFORMATION PACKET

**Productive Dryland Farmland
Quality Native Pasture**

Thursday, October 22nd • 10AM CST



800.829.8747
HallandHall.com

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Tract 1	p. 5 - 30
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Note: The FSA Map (Tracts 1 & 2) and FSA 156ez Report (Tracts 1, 2 & 3) appear in the Tract 1 section. The FSA 156ez Report (Tracts 4 & 5) appears in the Tract 4 section.

NOTICE:

Offering is subject to errors, omissions, prior sale, change or withdrawal without notice, and approval of purchase by owner. Information regarding land classifications, acreages, carrying capacity, potential profits, etc., are intended only as general guidelines and have been provided by sources deemed reliable, but whose accuracy is not guaranteed. Prospective buyers should verify all information to their satisfaction.

PROPERTY SUMMARY

Snapshot of the offering, tract legals, parcels, and acreage totals.

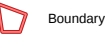
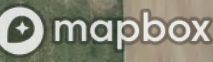
Rush County, Kansas | 1,499+/- Acres | 5 Tracts

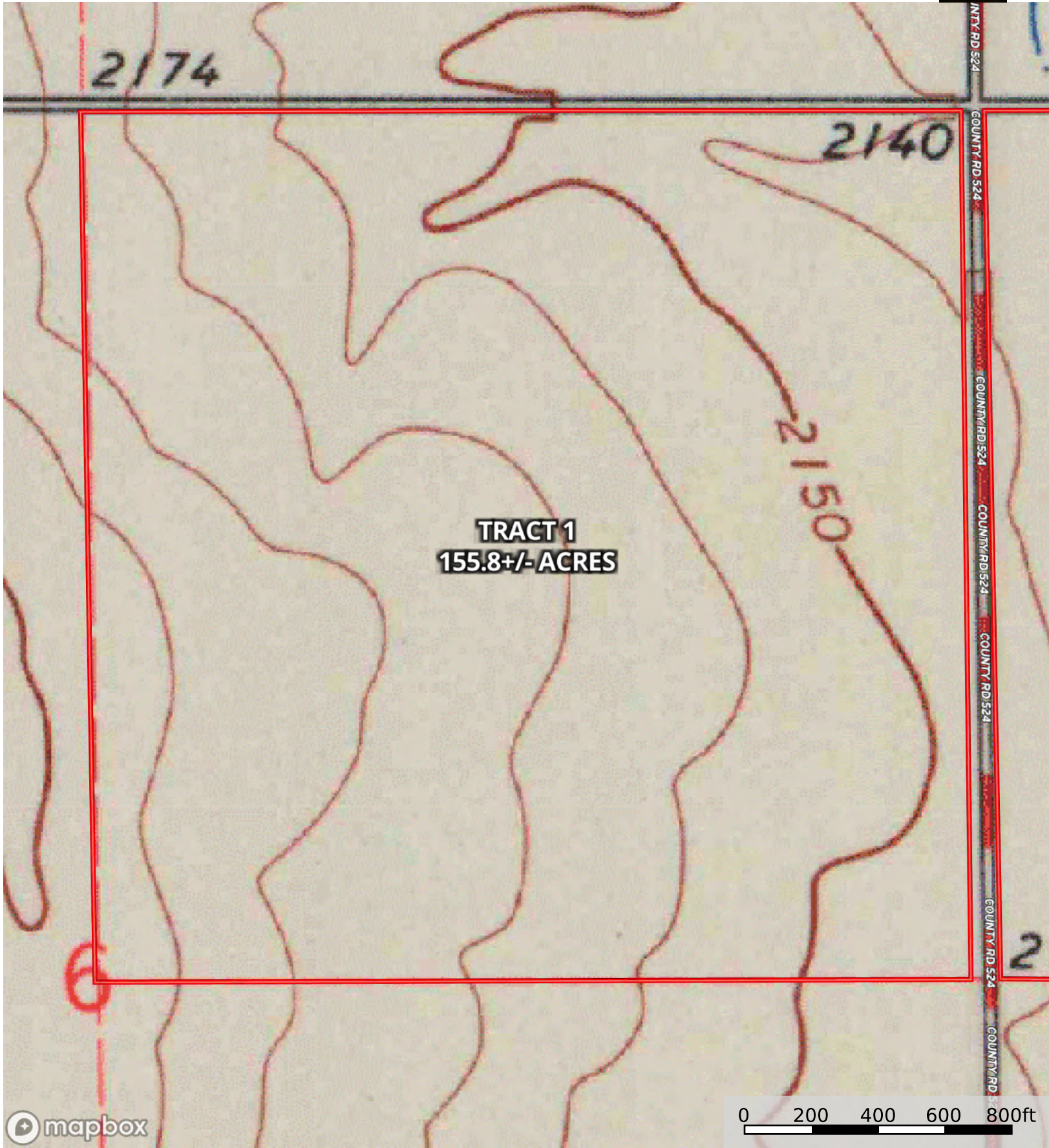
Almquist Trust										
Auction Tract	Legal Summary	Property Owner	Parcel ID	Assessed Acres			FSA Acres			
				Dry Land	Grass	Total	Farmland	Cropland	Other	CRP
Tract 1	Sec 6 - T18S - R20W: NE4	Dorothy E Almquist Living Trust	0831530600000001000	155.8	--	155.8				
Tract 2	Sec 5 - T18S - R20W: NW4	Dorothy E Almquist Living Trust	0831530500000002000	102.3	54.2	156.5	313.87	259.32	54.55	--
Tract 3	Sec 11 - T18S - R20W: SE4	Arthur Kenneth Almquist Family Trust	0831511100000004000	100.1	56.5	156.6	158.57	101.69	56.88	--
Tract 4	Sec 25 - T18S - R20W: All	Arthur Kenneth Almquist Family Trust	0831572500000001000	453.7	182.8	636.5	637.30	466.08	33.51	137.71
Tract 5	Sec 36 - T18S - R20W: N2; W2SW4	Arthur Kenneth Almquist Family Trust	0831573600000001000	308.8	85.0	393.8	395.97	310.00	85.97	--
Totals				1120.7	378.5	1499.2	1505.71	1137.09	230.91	137.71

TRACT 1

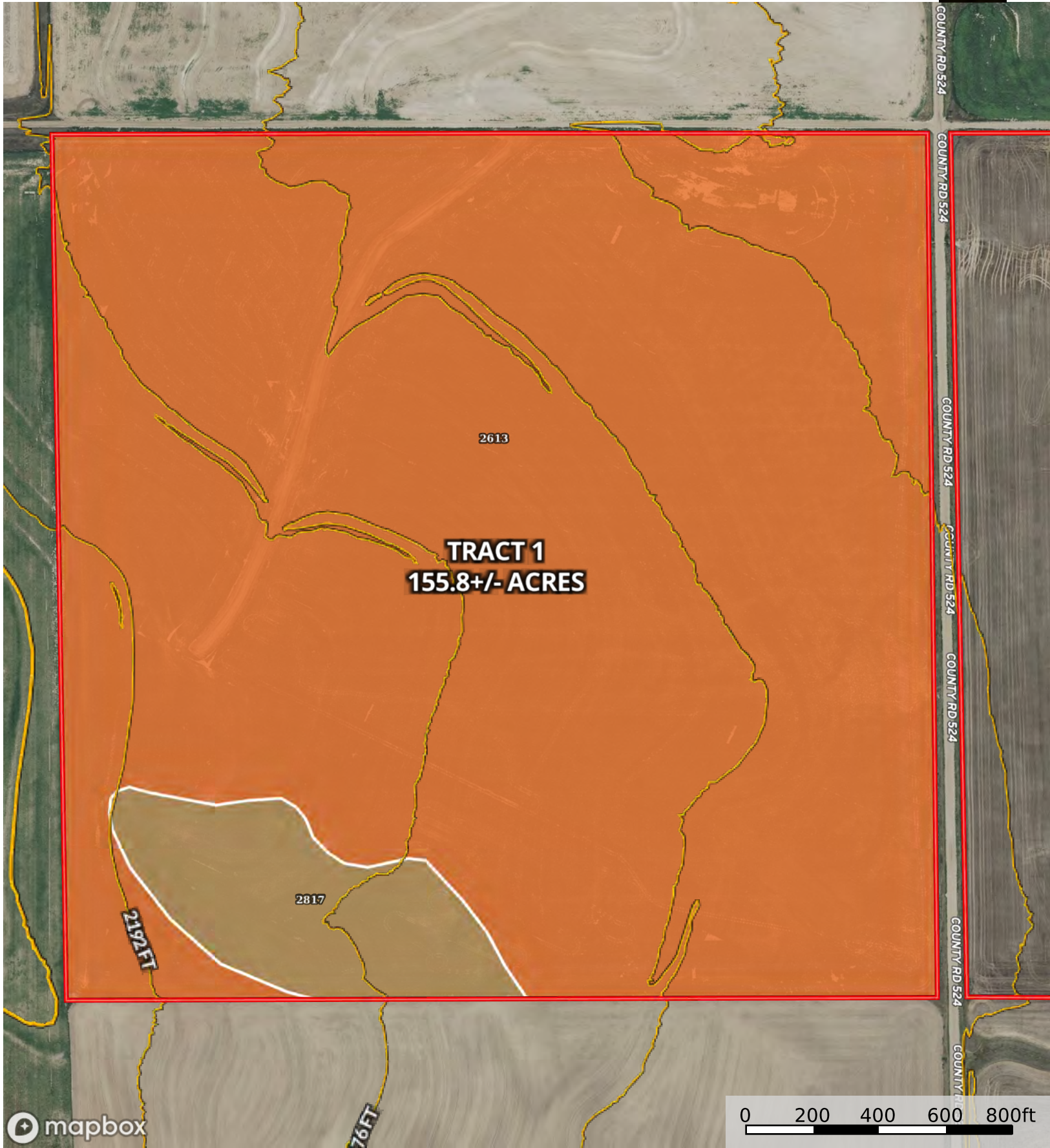
*Aerial Map, Topographic Map, Soil Report, FSA Map (Tracts 1 & 2), FSA
156ez Report (Tracts 1, 2 & 3), Assessor Report, Tax Statement,
Preliminary Title Commitment.*

Rush County, Kansas | 1,499+/- Acres | 5 Tracts





 Boundary



 Boundary

| Boundary 157.03 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
2613	Harney silt loam, 1 to 3 percent slopes	146.2	93.1	0	69	2e
2817	Uly silt loam, 3 to 6 percent slopes	10.83	6.9	0	76	3e
TOTALS		157.03(*)	100%	-	69.48	2.07

(*) 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

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

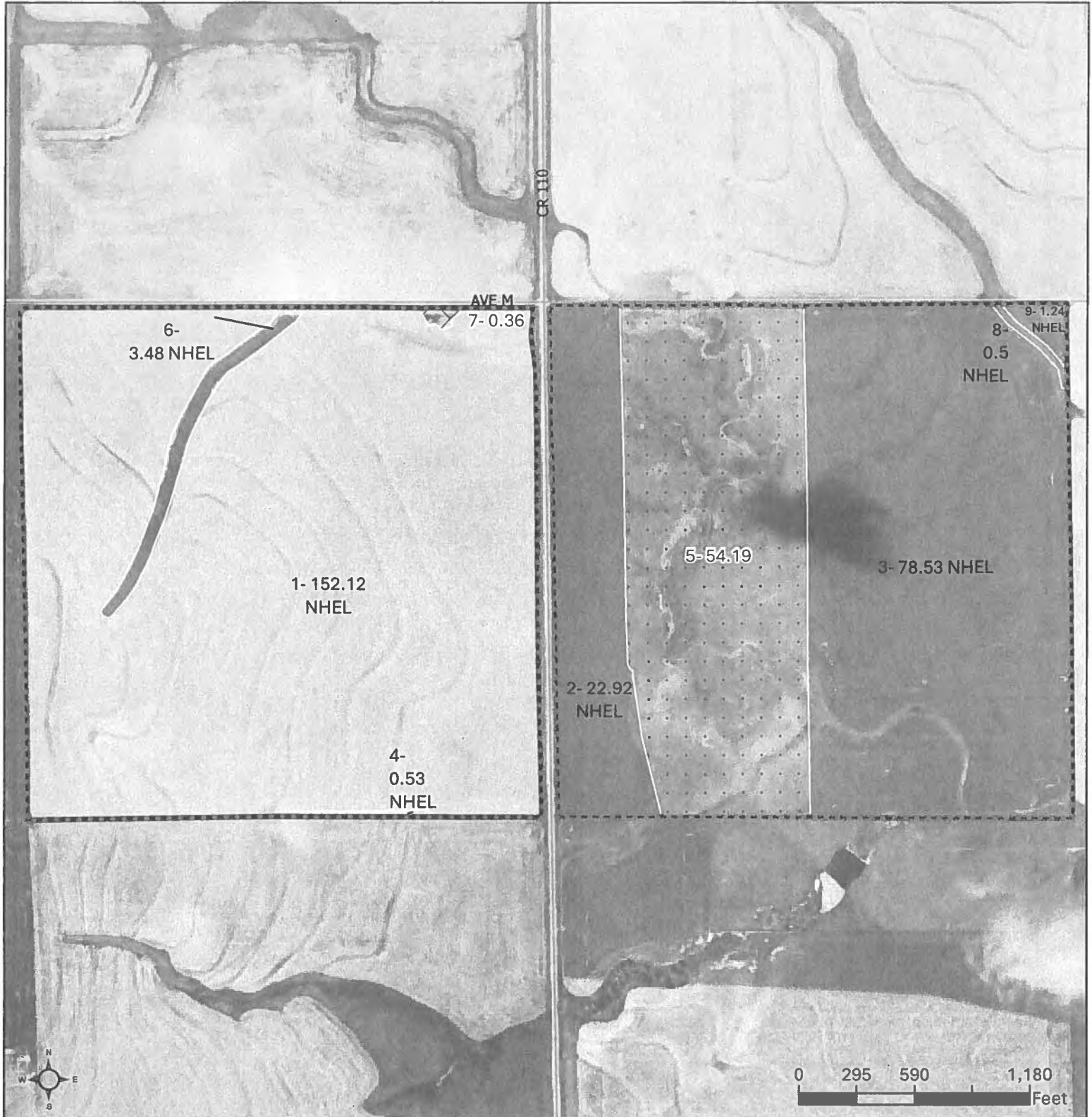


United States
Department of
Agriculture

Rush County, Kansas

TRACT 1 & 2

Phy. County: Rush, KS



- Cropland Tract Boundary
Rangeland PLSS
Other Ag
- Wetland Determination Identifiers
- Restricted Use
 - Limited Restrictions
 - Exempt from Conservation
 - Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|---------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, LS |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass SMO, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Grass SMO, NI, LS |
| 4/ All Soybeans COM, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Grass NAG, NI, FG | 10/ Sorghum Forage, CAN, NI, FG |

Tract Cropland Total: 259.32 acres

2026 Program Year
Map Created November 21, 2025

2023 NAIP
Farm 3225
Tract 71

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

KANSAS

RUSH

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.


 United States Department of Agriculture
 Farm Service Agency

Abbreviated 156 Farm Record

FARM : 3225

Prepared : 6/9/26 3:55 PM CST

Crop Year : 2026

Operator Name : GEORG FARM REVOCABLE TRUST

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
472.44	361.01	361.01	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	361.01	0.00			0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None
ARC Individual - Default	ARC County - Default	Price Loss Coverage - Default
None	None	WHEAT, SORGH

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	117.78	0.00	45	0
Grain Sorghum	105.92	0.00	68	0

TOTAL 223.70 0.00

NOTES

Tract Number : 71

Description : #6 & 18 NE 6-18-20; NW 5-18-20

FSA Physical Location : KANSAS/RUSH

ANSI Physical Location : KANSAS/RUSH

BIA Unit Range Number :

CRP Contract Number(s) : None

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

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : DOROTHY E ALMQUIST ADMINISTRATIVE TRUST DATED JULY 19, 1990

Other Producers : None

Recon ID : None

TRACTS 1 & 2



Abbreviated 156 Farm Record

Tract Land Data

Tract 71 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
313.87	259.32	259.32	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	259.32	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	84.24	0.00	45
Grain Sorghum	75.75	0.00	68

TOTAL 159.99 0.00

NOTES

Tract Number : 326
Description : #31 SE 11-18-20;
FSA Physical Location : KANSAS/RUSH
ANSI Physical Location : KANSAS/RUSH
BIA Unit Range Number :
CRP Contract Number(s) : None
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : ARTHUR KENNETH ALMQUIST FAMILY TRUST UAD 7-19-90
Other Producers : None
Recon ID : None

TRACT 3

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
158.57	101.69	101.69	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	101.69	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	33.54	0.00	45
Grain Sorghum	30.17	0.00	68

TOTAL 63.71 12 0.00

KANSAS

RUSH

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 3225

Prepared : 6/9/26 3:55 PM CST

Crop Year : 2026

Tract 326 Continued ...

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint 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 State or Local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

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

Property Details for PID: 0831530600000001000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0831530600000001000
--	---

Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0831530600000001000
------------------------	---

QuickRef ID :	R4391
---------------	-------

Owner Name :	ALMQUIST, DOROTHY E LIVING TRUST
--------------	----------------------------------

Location:	00000 CR, Alexander, KS 67513
-----------	-------------------------------

Abbreviated Boundary Description:	S06, T18, R20, ACRES 155.8, NE4 LESS RD ROW
-----------------------------------	---

Owner Information:

Owner	ALMQUIST, DOROTHY E LIVING TRUST
-------	----------------------------------

Mailing Address	6600 LA CONCHA PASS AUSTIN, TX 78749
-----------------	--------------------------------------

Property Information:

Type	Agricultural Use
------	------------------

Status	Active
--------	--------

Taxing Unit	044 ALEX BELLE PR
-------------	-------------------

Neighborhood Code	075
-------------------	-----

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

No Orion Deed Book Page Details found

Additional Deed Book Page Details

Deed Book/Page 49 /285 40 /521

Value Details

	Year	2026
	Land	\$18,280.00
Current Final Value (Agricultural)	Building	\$0.00
	Total	\$18,280.00
	Year	2025
	Land	\$19,840.00
Current Final Value (Agricultural)	Building	\$0.00
	Total	\$19,840.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land - DR	10.70	2817		
Dry Land - DR	145.10	2613		
Total Acres :	155.80			

No Ag Building Details found

Tax History Inquiry for ALMQUIST, DOROTHY E LVG TRST

[Tax Search Page](#)

<table><tr><td colspan="2">Property Address</td></tr><tr><td>00000 CR</td></tr></table>												Property Address		00000 CR																																													
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00000 CR																																																											
<table><tr><td colspan="2">Tax ID</td><td>Sec-Twn-Rng</td><td>Sub</td><td>Blk</td><td>Lot</td><td colspan="4">Description</td><td>Parcel Id/Cama</td><td>Parcel Classes</td></tr><tr><td colspan="2">2025 RealEstate - 04187</td><td>06-18-20W</td><td></td><td></td><td></td><td colspan="4">NE4 LESS RD ROW</td><td>153-06-0-00-00-001.00-0</td><td>Agricultural Real Estate</td></tr><tr><td>Tax Unit</td><td>USD</td><td>Cty/Twn</td><td>Assessed Valuation</td><td>Mill Levy</td><td>Ad Valorem</td><td>Special Assessments</td><td>Total Tax</td><td>Total Paid</td><td>Dlq</td><td>Book-Page</td><td>Date of Transfer</td></tr><tr><td>044</td><td>395</td><td>ALEXANDER-BELLE PRAIRIE</td><td>\$5952</td><td>184.501</td><td>\$1098.16</td><td>\$0</td><td>Amount \$1098.16</td><td>Amount \$1098.16</td><td>No</td><td>49 - 285</td><td>0</td></tr></table>												Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes	2025 RealEstate - 04187		06-18-20W				NE4 LESS RD ROW				153-06-0-00-00-001.00-0	Agricultural Real Estate	Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer	044	395	ALEXANDER-BELLE PRAIRIE	\$5952	184.501	\$1098.16	\$0	Amount \$1098.16	Amount \$1098.16	No	49 - 285	0
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes																																																
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[Click here for Additional Years](#)

[Tax Search Page](#)

Commitment Cover Page

Order Number: **3203422**Delivery Date: **07/17/2026**Property Address: **NE/4 6-18-20, Alexander, KS 67513**

For Closing Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Bailey Baalman
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
bbaalman@security1st.com

For Title Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Buyer/Borrower

A LEGAL ENTITY TO BE DETERMINED
Delivered via: No Commitment Delivery

Seller/Owner

The Living Trust of Dorothy E. Almquist, dated the 19th day
of July, 1990
Attention: Diane Albin
6600 LaConcha Pass
Austin, TX 78749
Delivered via: No Commitment Delivery

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 A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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Title Fee Invoice

Date:	07/17/2026	Buyer(s):	A LEGAL ENTITY TO BE DETERMINED
Order No.:	3203422	Seller(s):	Arthur Kenneth Almquist and Dorothy E. Almquist as Trustees of the Living Trust of Dorothy E. Almquist, dated the 19th day of July, 1990
Issuing Office:	Jerilyn Stull Security 1st Title 116 W. 8th Street P.O. Box 636 La Crosse, KS 67548	Property Address:	NE/4 6-18-20, Alexander, KS 67513

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:

[Rush county recorded 10/18/1993 at book 49 page 285](#)

Tax Information:

[04187](#)



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.

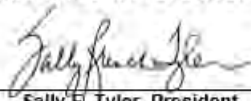
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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 Amount of Insurance and the name of the Proposed Insured.

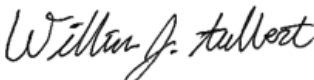
If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____


Sally F. Tyler, President

By: _____


William J. Aulbert, Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Jerilyn Stull

(785) 222-2712

jstull@security1st.com

(785) 222-3340





Transaction Identification Data for reference only:

Issuing Agent: **Security 1st Title, LLC**
Issuing Office: **116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548**
ALTA Universal ID: **1241351**
Loan ID Number:
Commitment No.: **KS-C3203422**
Property Address: **NE/4 6-18-20, Alexander, KS
67513**

Buyer: **A LEGAL ENTITY TO BE DETERMINED**
Title Contact: **Jerilyn Stull
(785) 222-2712
jstull@security1st.com
(785) 222-3340**

SCHEDULE A

1. Commitment Date:

07/01/2026 at 7:00 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

TBD

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:

Arthur Kenneth Almquist and Dorothy E. Almquist as Trustees of the Living Trust of Dorothy E. Almquist, dated the 19th day of July, 1990

5. The Land is described as follows:

The Northeast Quarter (NE/4) of Section Six (6), Township Eighteen (18) South, Range Twenty (20) West of the 6th P.M., Rush County, Kansas

Security 1st Title

By: _____

David Armagost, President





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. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
6. **Provide this company with a properly completed and executed Owner's Affidavit.**
7. **Properly file a AFFIDAVIT OF NON PRODUCTION.**
8. **File a Trustee's Deed from the Trustee(s) of the Living Trust of Dorothy E. Almquist, dated the July 19, 1990 to A LEGAL ENTITY TO BE DETERMINED.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

9. **Furnish for examination an authentic copy of the Living Trust of Dorothy E. Almquist, dated July 19, 1990. We reserve the right to make any additional requirements we deem necessary.**

NOTE: For Informational Purposes Only: In the Matter of the Estate of Arthur Kenneth Almquist, a/k/a Kenneth Almquist, deceased, filed In the District Court of Rush County, Kansas, Case No. 2010-PR-000010, states Arthur Kenneth Almquist died October 4, 2009.

NOTE: For Informational Purposes Only: In the Matter of the Estate of Dorothy Almquist, deceased, as filed in the District Court of Rush County, Kansas, Case No. RH-2024-PR-000022, states Dorothy E. Almquist died September 22, 2024.



10. **Note:** 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.

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.

11. **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: 2025

Full Amount: \$1,098.16, Paid in Full

Tax Parcel Number: 04187

12. **Recording Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee per document, which is in addition to the County recording fees.

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse 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 2026, and subsequent years, none now due and payable.**
8. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
9. **Easements and right of ways for roadways, streets, highways, and railroads.**
10. **Designation of the subject premises in an intensive ground water use control area (IGUCA), as established in that certain document issued by the State Board of Agriculture, of the State of Kansas, as filed March 30, 1992 at 9:00 A.M., recorded in Misc., Book 134, page [414](#), and Supplemental Order as filed February 3, 1997 and recorded in Book 140 of Misc. at page [124](#), and Amended Order filed September 9, 1998 and recorded in Book 141 of Misc. at page [501](#), which restricts appropriations of groundwater and surface water except for domestic use.**
11. **Resolution dated March 27, 1978, filed of record March 17, 2023 and recorded in Misc. Book 176, page [431](#).**



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; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY’S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any

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liability of the Company is limited by Commitment Condition 5. The Company is not 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 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

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

11. ARBITRATION

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



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 <https://www.firstam.com/privacy-policy/>, 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 not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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.

How Long Do We Keep Your Personal Information? 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.

Your Choices 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 <https://www.firstam.com/privacy-policy/>.

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.

Changes to Our Notice 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.

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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.

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

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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

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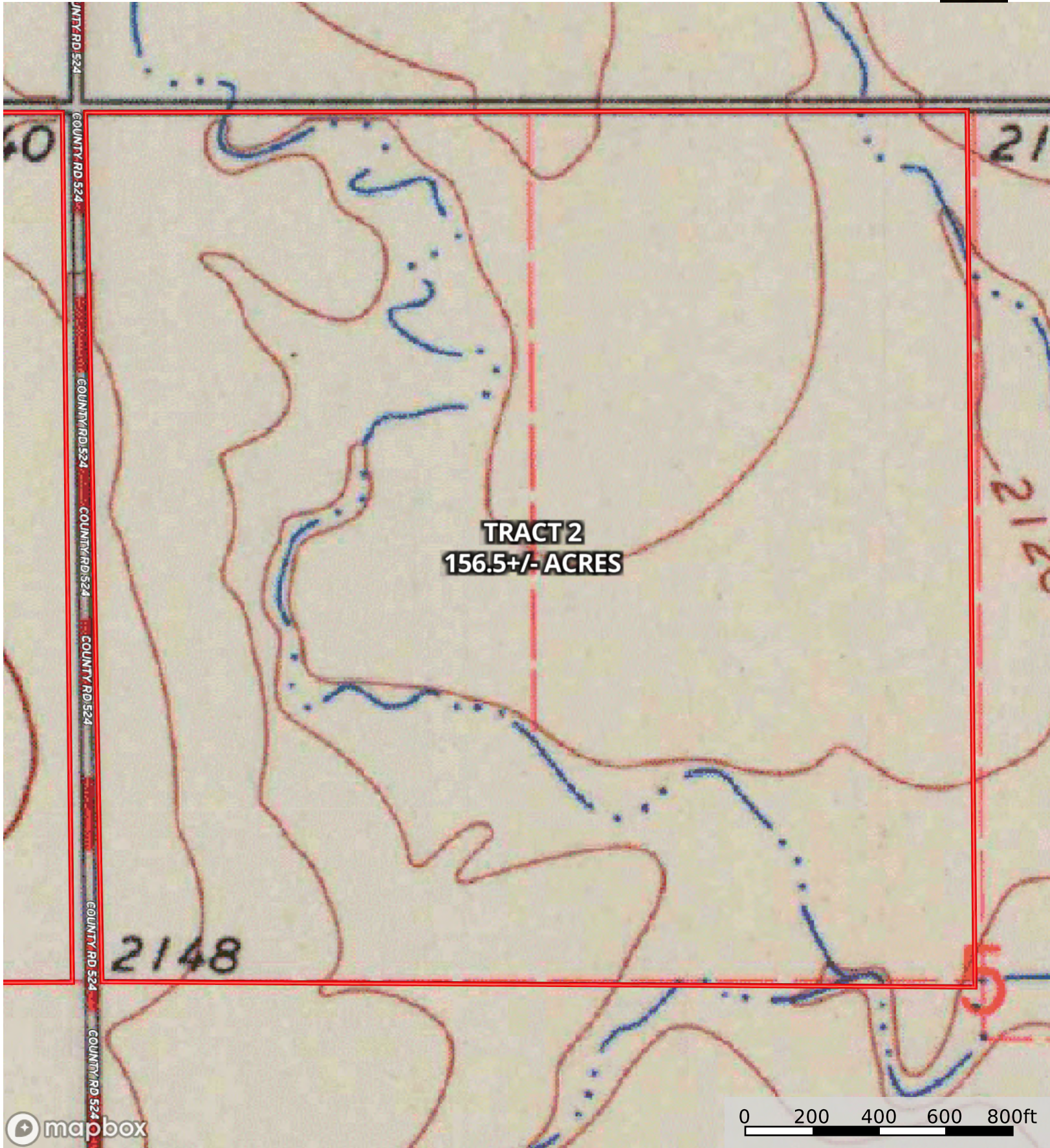
TRACT 2

Aerial Map, Topographic Map, Soil Report, Assessor Report, Tax Statement, Preliminary Title Commitment. FSA Map and FSA 156ez Report are combined with Tract 1.

Rush County, Kansas | 1,499+/- Acres | 5 Tracts



 Boundary



 Boundary



Boundary

| Boundary 157.05 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
2613	Harney silt loam, 1 to 3 percent slopes	83.1	52.91	0	69	2e
2236	Roxbury silt loam, occasionally flooded	37.56	23.92	0	79	2w
2592	Corinth silty clay loam, 3 to 7 percent slopes	23.3	14.84	0	43	4e
2612	Harney silt loam, 0 to 1 percent slopes	8	5.09	0	70	2c
2817	Uly silt loam, 3 to 6 percent slopes	5.09	3.24	0	76	3e
TOTALS		157.05(*)	100%	-	67.81	2.33

(*) 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

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Property Details for PID: 0831530500000002000

Shareable link to Property Information :	https://www.kansasgis.org/orca/permalinkprop.cfm?parcelid=0831530500000002000
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Shareable link to Map:	https://www.kansasgis.org/orca/permalink.cfm?parcelId=0831530500000002000
------------------------	---

QuickRef ID :	R4388
---------------	-------

Owner Name :	ALMQUIST, DOROTHY E LIVING TRUST
--------------	----------------------------------

Location:	00000 CR, Alexander, KS 67513
-----------	-------------------------------

Abbreviated Boundary Description:	S05, T18, R20, ACRES 156.5, NW4 LESS RD ROW
-----------------------------------	---

Owner Information:

Owner	ALMQUIST, DOROTHY E LIVING TRUST
-------	----------------------------------

Mailing Address	6600 LA CONCHA PASS AUSTIN, TX 78749
-----------------	--------------------------------------

Property Information:

Type	Agricultural Use
------	------------------

Status	Active
--------	--------

Taxing Unit	044 ALEX BELLE PR
-------------	-------------------

Neighborhood Code	075
-------------------	-----

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

No Orion Deed Book Page Details found

Additional Deed Book Page Details

Deed Book/Page 49 /285 40 /521

Value Details

	Year	2026
	Land	\$13,960.00
Current Final Value (Agricultural)	Building	\$0.00
	Total	\$13,960.00
	Year	2025
	Land	\$14,870.00
Current Final Value (Agricultural)	Building	\$0.00
	Total	\$14,870.00
		37

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land - DR	5.10	2817		
Dry Land - DR	5.20	2592		
Dry Land - DR	8.00	2612		
Dry Land - DR	13.20	2236		
Dry Land - DR	70.80	2613		
Native Grass - NG	11.60	2613		
Native Grass - NG	18.20	2592		
Native Grass - NG	24.40	2236		
Total Acres :	156.50			

No Ag Building Details found

Tax History Inquiry for ALMQUIST, DOROTHY E LVG TRST

[Tax Search Page](#)

						Property Address					
						00000 CR					
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2025 RealEstate - 04184		05-18-20W				NW4 LESS RD ROW				153-05-0-00-00-002.00-0	Agricultural Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
044	395	ALEXANDER-BELLE PRAIRIE	\$4461	184.501	\$823.06	\$0	Amount \$823.06	Amount \$823.06	No	49 - 285	0

[Click here for Additional Years](#)

[Tax Search Page](#)

Commitment Cover Page

Order Number: **3203424**Delivery Date: **07/17/2026**Property Address: **NW/4 5-18-20, Alexander, KS 67513**

For Closing Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Bailey Baalman
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
bbaalman@security1st.com

For Title Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Buyer/Borrower

A LEGAL ENTITY TO BE DETERMINED
Delivered via: No Commitment Delivery

Seller/Owner

The Living Trust of Dorothy E. Almquist, dated the 19th day
of July, 1990
Attention: Diane Albin
6600 La Concha Pass
Austin, TX 78749
Delivered via: No Commitment Delivery

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Title Fee Invoice

Date:	07/17/2026	Buyer(s):	A LEGAL ENTITY TO BE DETERMINED
Order No.:	3203424	Seller(s):	Arthur Kenneth Almquist and Dorothy E. Almquist as Trustees of the Living Trust of Dorothy E. Almquist, dated the 19th day of July, 1990
Issuing Office:	Jerilyn Stull Security 1st Title 116 W. 8th Street P.O. Box 636 La Crosse, KS 67548	Property Address:	NW/4 5-18-20, Alexander, KS 67513

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:

[Rush county recorded 10/18/1993 at book 49 page 285](#)

Tax Information:

[04184](#)



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.

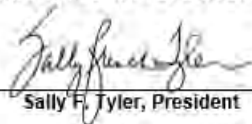
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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 Amount of Insurance and the name of the Proposed Insured.

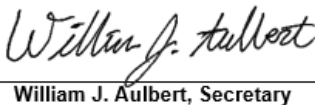
If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____


Sally F. Tyler, President

By: _____


William J. Aulbert, Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Jerilyn Stull

(785) 222-2712

jstull@security1st.com

(785) 222-3340





Transaction Identification Data for reference only:

Issuing Agent: **Security 1st Title, LLC**

Buyer: **A LEGAL ENTITY TO BE DETERMINED**

Issuing Office: **116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548**

Title Contact: **Jerilyn Stull
(785) 222-2712
jstull@security1st.com
(785) 222-3340**

ALTA Universal ID: **1241351**

Loan ID Number:

Commitment No.: **KS-C3203424**

Property Address: **NW/4 5-18-20, Alexander, KS
67513**

SCHEDULE A

1. Commitment Date:

07/01/2026 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

TBD

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:

Arthur Kenneth Almquist and Dorothy E. Almquist as Trustees of the Living Trust of Dorothy E. Almquist, dated the 19th day of July, 1990

5. The Land is described as follows:

The Northwest Quarter (NW/4) of Section Five (5), Township Eighteen (18) South, Range Twenty (20) West of the 6th P.M., Rush County, Kansas

Security 1st Title

By: _____

David Armagost, President





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. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
6. **Provide this company with a properly completed and executed Owner's Affidavit.**
7. **Properly file a AFFIDAVIT OF NON PRODUCTION.**
8. **File a Trustee's Deed from the Trustee(s) of the Living Trust of Dorothy E. Almquist, dated the 19th day of July, 1990 to A LEGAL ENTITY TO BE DETERMINED.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

9. **Furnish for examination an authentic copy of the Living Trust of Dorothy E. Almquist, dated July 19, 1990. We reserve the right to make any additional requirements we deem necessary.**

NOTE: For Informational Purposes Only: In the Matter of the Estate of Arthur Kenneth Almquist, a/k/a Kenneth Almquist, deceased, filed In the District Court of Rush County, Kansas, Case No. 2010-PR-000010, states Arthur Kenneth Almquist died October 4, 2009.

NOTE: For Informational Purposes Only: In the Matter of the Estate of Dorothy Almquist, deceased, as filed in the District Court of Rush County, Kansas, Case No. RH-2024-PR-000022, states Dorothy E. Almquist died September 22, 2024.



10. **Note:** 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.

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.

11. **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: 2025
Full Amount: \$823.06, Paid in Full
Tax Parcel Number: 04184**

12. **Recording Information for Kansas Counties:**

**Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee per document, which is in addition to the County recording fees.

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse 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 2026, and subsequent years, none now due and payable.**
8. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
9. **Easements and right of ways for roadways, streets, highways, and railroads**
10. **Right of Way dated June 11, 1948 in favor of the Kansas-Nebraska Natural Gas Company, Inc., filed of record November 8, 1948 and recorded in Misc. Book 50, page [396](#).**
11. **Designation of the subject premises in an intensive ground water use control area (IGUCA), as established in that certain document issued by the State Board of Agriculture, of the State of Kansas, as filed March 30, 1992 at 9:00 A.M., recorded in Misc., Book 134, page [414](#), and Supplemental Order as filed February 3, 1997 and recorded in Book 140 of Misc. at page [124](#), and Amended Order filed September 9, 1998 and recorded in Book 141 of Misc. at page [501](#), which restricts appropriations of groundwater and surface water except for domestic use.**
12. **Resolution dated March 27, 1978, filed of record March 17, 2023 and recorded in Misc. Book 176, page [431](#).**

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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; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY’S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any

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liability of the Company is limited by Commitment Condition 5. The Company is not 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 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

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

11. ARBITRATION

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



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 <https://www.firstam.com/privacy-policy/>, 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 not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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.

How Long Do We Keep Your Personal Information? 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.

Your Choices 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 <https://www.firstam.com/privacy-policy/>.

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.

Changes to Our Notice 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.

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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 <https://www.firstam.com/privacy-policy/>.

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

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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

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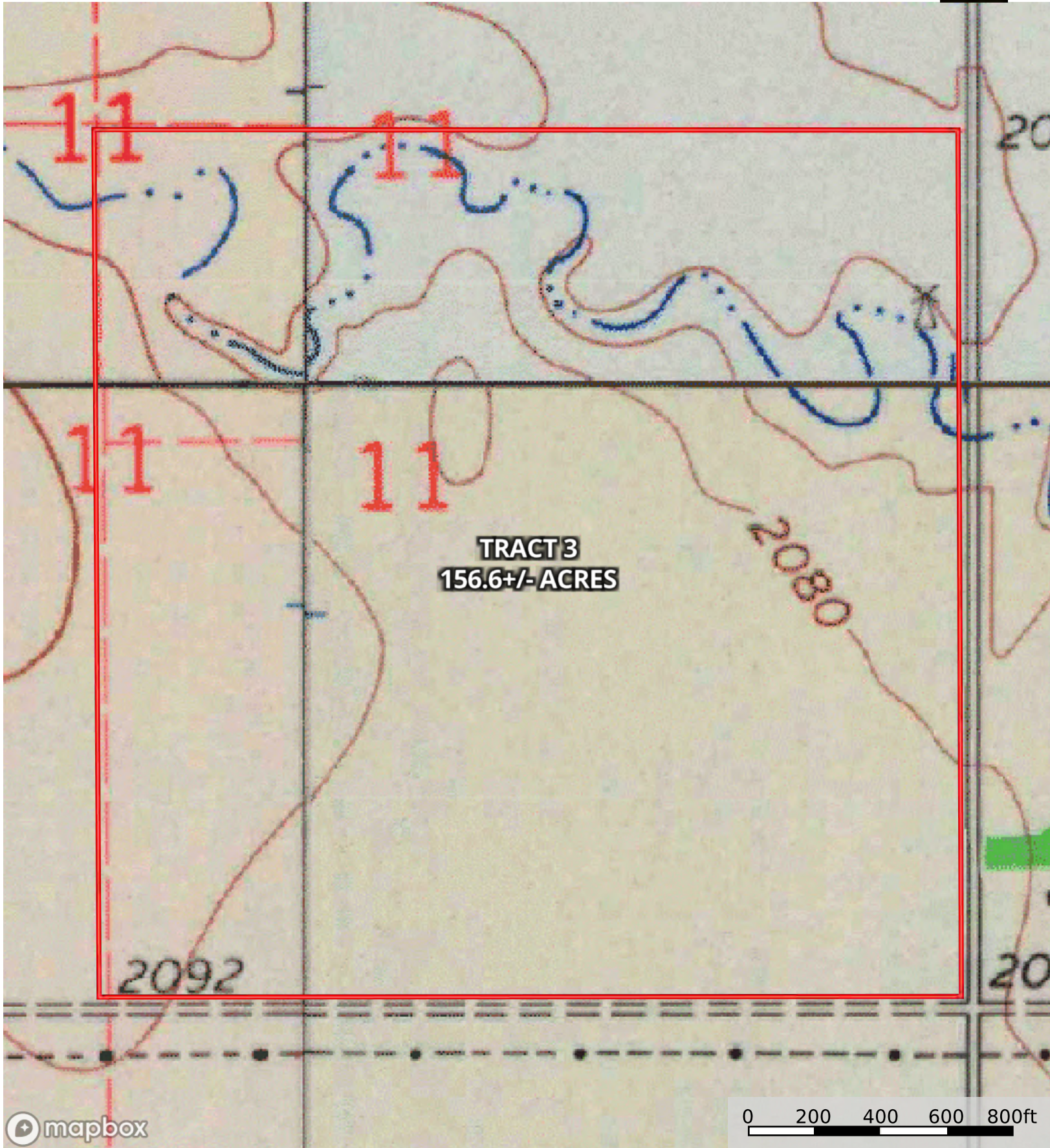
TRACT 3

Aerial Map, Topographic Map, Soil Report, FSA Map, Assessor Report, Tax Statement, Preliminary Title Commitment. FSA 156ez Report is combined with Tract 1.

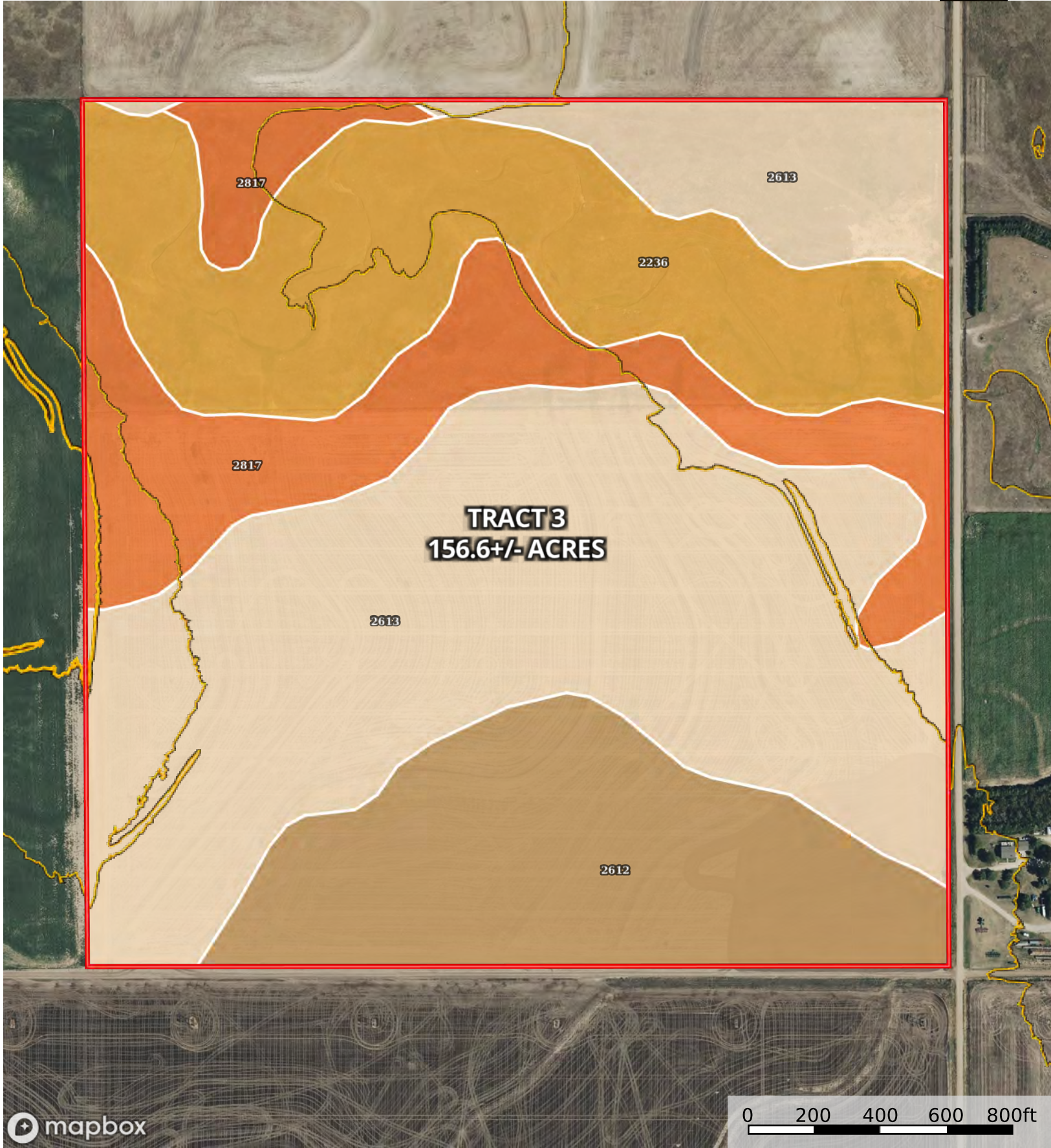
Rush County, Kansas | 1,499+/- Acres | 5 Tracts



 Boundary



 Boundary



 Boundary

| Boundary 157.35 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
2613	Harney silt loam, 1 to 3 percent slopes	71.63	45.52	0	69	2e
2236	Roxbury silt loam, occasionally flooded	32.88	20.9	0	79	2w
2612	Harney silt loam, 0 to 1 percent slopes	28.06	17.83	0	70	2c
2817	Uly silt loam, 3 to 6 percent slopes	24.78	15.75	0	76	3e
TOTALS		157.35(*)	100%	-	72.37	2.16

(*) 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

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water



United States
Department of
Agriculture

Rush County, Kansas

TRACT 3

Phy. County: Rush, KS



- Cropland
- Rangeland
- Other Ag
- Tract Boundary
- PLSS

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|---------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, LS |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass SMO, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Grass SMO, NI, LS |
| 4/ All Soybeans COM, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Grass NAG, NI, FG | 10/ Sorghum Forage, CAN, NI, FG |

2026 Program Year
Map Created November 21, 2025
2023 NAIP

Farm 3225
Tract 326

Tract Cropland Total: 101.69 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Property Details for PID: 0831511100000004000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0831511100000004000
--	---

Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0831511100000004000
------------------------	---

QuickRef ID :	R4370
---------------	-------

Owner Name :	ALMQUIST, ARTHUR KENNETH FAM TRST
--------------	-----------------------------------

Location:	00000 CR, Alexander, KS 67513
-----------	-------------------------------

Abbreviated Boundary Description:	S11, T18, R20, ACRES 156.6, SE4 LESS RD ROW
-----------------------------------	---

Owner Information:

Owner	ALMQUIST, ARTHUR KENNETH FAM TRST
-------	-----------------------------------

Mailing Address	Attn: DIANE ALBIN 6600 LA CONCHA PASS AUSTIN, TX 78749
-----------------	--

Property Information:

Type	Agricultural Use
------	------------------

Status	Active
--------	--------

Taxing Unit	044 ALEX BELLE PR
-------------	-------------------

Neighborhood Code	075
-------------------	-----

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

Deed Book Page Details

Book	Page
59	252

Additional Deed Book Page Details

Deed Book/Page 49 /284 28 /278

Value Details

	Year	2026
Current Final Value (Agricultural)	Land	\$15,210.00
	Building	\$0.00
	Total	\$15,210.00

Current Final Value (Agricultural)	Year	2025
	Land	\$16,170.00
	Building	\$0.00
	Total	\$16,170.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land - DR	0.30	2236		
Dry Land - DR	13.30	2817		
Dry Land - DR	27.40	2612		
Dry Land - DR	59.10	2613		
Native Grass - NG	11.30	2817		

Native Grass - NG	12.60	2613		
Native Grass - NG	32.60	2236		
Total Acres :	156.60			

No Ag Building Details found

Tax History Inquiry for ALMQUIST, ARTHUR KENNETH FAM TRST UAD

[Tax Search Page](#)

						Property Address					
						00000 CR					
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2025 RealEstate - 04164		11-18-20W				SE4 LESS RD ROW				151-11-0-00-00-004.00-0	Agricultural Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
044	395	ALEXANDER-BELLE PRAIRIE	\$4851	184.501	\$895.02	\$0	Amount \$895.02	Amount \$895.02	No	59D - 252-3	0

[Click here for Additional Years](#)

[Tax Search Page](#)



Commitment Cover Page

Order Number: **3203425**

Delivery Date: **07/17/2026**

Property Address: **SE/4 11-18-20, Alexander, KS 67513**

For Closing Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Bailey Baalman
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
bbaalman@security1st.com

For Title Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Buyer/Borrower

A LEGAL ENTITY TO BE DETERMINED
Delivered via: No Commitment Delivery

Seller/Owner

Arthur Kenneth Almquist Family Trust UAD July 19, 1990
Attention: Diane Albin
6600 La Concha Pass
Austin, TX 78749
Delivered via: No Commitment Delivery

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 A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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Title Fee Invoice

Date:	07/17/2026	Buyer(s):	A LEGAL ENTITY TO BE DETERMINED
Order No.:	3203425	Seller(s):	Dorothy E. Almquist, Trustee of the Arthur Kenneth Almquist Family Trust UAD July 19, 1990
Issuing Office:	Jerilyn Stull Security 1st Title 116 W. 8th Street P.O. Box 636 La Crosse, KS 67548	Property Address:	SE/4 11-18-20, Alexander, KS 67513

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:

[Rush county recorded 05/31/2011 at book 59 page 252](#)

Tax Information:

[04164](#)



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.

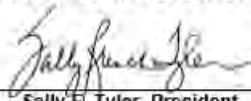
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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 Amount of Insurance and the name of the Proposed Insured.

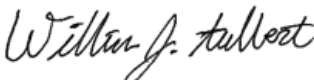
If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____


Sally F. Tyler, President

By: _____


William J. Aulbert, Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Jerilyn Stull

(785) 222-2712

jstull@security1st.com

(785) 222-3340





Transaction Identification Data for reference only:

Issuing Agent: **Security 1st Title, LLC**

Buyer: **A LEGAL ENTITY TO BE DETERMINED**

Issuing Office: **116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548**

Title Contact: **Jerilyn Stull
(785) 222-2712
jstull@security1st.com
(785) 222-3340**

ALTA Universal ID: **1241351**

Loan ID Number:

Commitment No.: **KS-C3203425**

Property Address: **SE/4 11-18-20, Alexander, KS
67513**

SCHEDULE A

1. Commitment Date:

07/01/2026 at 7:00 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

TBD

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:

Dorothy E. Almquist, Trustee of the Arthur Kenneth Almquist Family Trust UAD July 19, 1990

5. The Land is described as follows:

The Southeast Quarter (SE/4) of Section Eleven (11), Township Eighteen (18) South, Range Twenty (20) West of the 6th P.M., Rush County, Kansas

Security 1st Title

By: _____

David Armagost, President



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. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
6. **Provide this company with a properly completed and executed Owner's Affidavit.**
7. **Properly file a AFFIDAVIT OF NON PRODUCTION.**
8. **File a Trustee's Deed from the Trustee(s) of the Arthur Kenneth Almquist Family Trust UAD July 19, 1990 to A LEGAL ENTITY TO BE DETERMINED.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

9. **Furnish for examination an authentic copy of the Arthur Kenneth Almquist Family Trust UAD July 19, 1990. We reserve the right to make any additional requirements we deem necessary.**

NOTE: For Informational Purposes Only: In the Matter of the Estate of Dorothy Almquist, deceased, as filed in the District Court of Rush County, Kansas, Case No. RH-2024-PR-000022, states Dorothy E. Almquist died September 22, 2024.



10. **Note:** 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.

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.

11. **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: 2025
Full Amount: \$895.02, Paid in Full
Tax Parcel Number: 04164**

12. **Recording Information for Kansas Counties:**

**Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee per document, which is in addition to the County recording fees.

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse 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 2026, and subsequent years, none now due and payable.**
8. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
9. **Easements and right of ways for roadways, streets, highways, and railroads.**
10. **Designation of the subject premises in an intensive ground water use control area (IGUCA), as established in that certain document issued by the State Board of Agriculture, of the State of Kansas, as filed March 30, 1992 at 9:00 A.M., recorded in Misc., Book 134, page [414](#), and Supplemental Order as filed February 3, 1997 and recorded in Book 140 of Misc. at page [124](#), and Amended Order filed September 9, 1998 and recorded in Book 141 of Misc. at page [501](#), which restricts appropriations of groundwater and surface water except for domestic use.**
11. **Easement dated April 17, 2015 in favor of The Golden Belt Telephone Association, Inc., filed of record August 26, 2015 and recorded in Misc. Book 167, page [156](#).**
12. **Resolution dated March 27, 1978, filed of record March 17, 2023 and recorded in Misc. Book 176, page [431](#).**

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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; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY’S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any

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liability of the Company is limited by Commitment Condition 5. The Company is not 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 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

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

11. ARBITRATION

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

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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 <https://www.firstam.com/privacy-policy/>, 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 not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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.

How Long Do We Keep Your Personal Information? 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.

Your Choices 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 <https://www.firstam.com/privacy-policy/>.

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.

Changes to Our Notice 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.

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 A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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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 <https://www.firstam.com/privacy-policy/>.

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

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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

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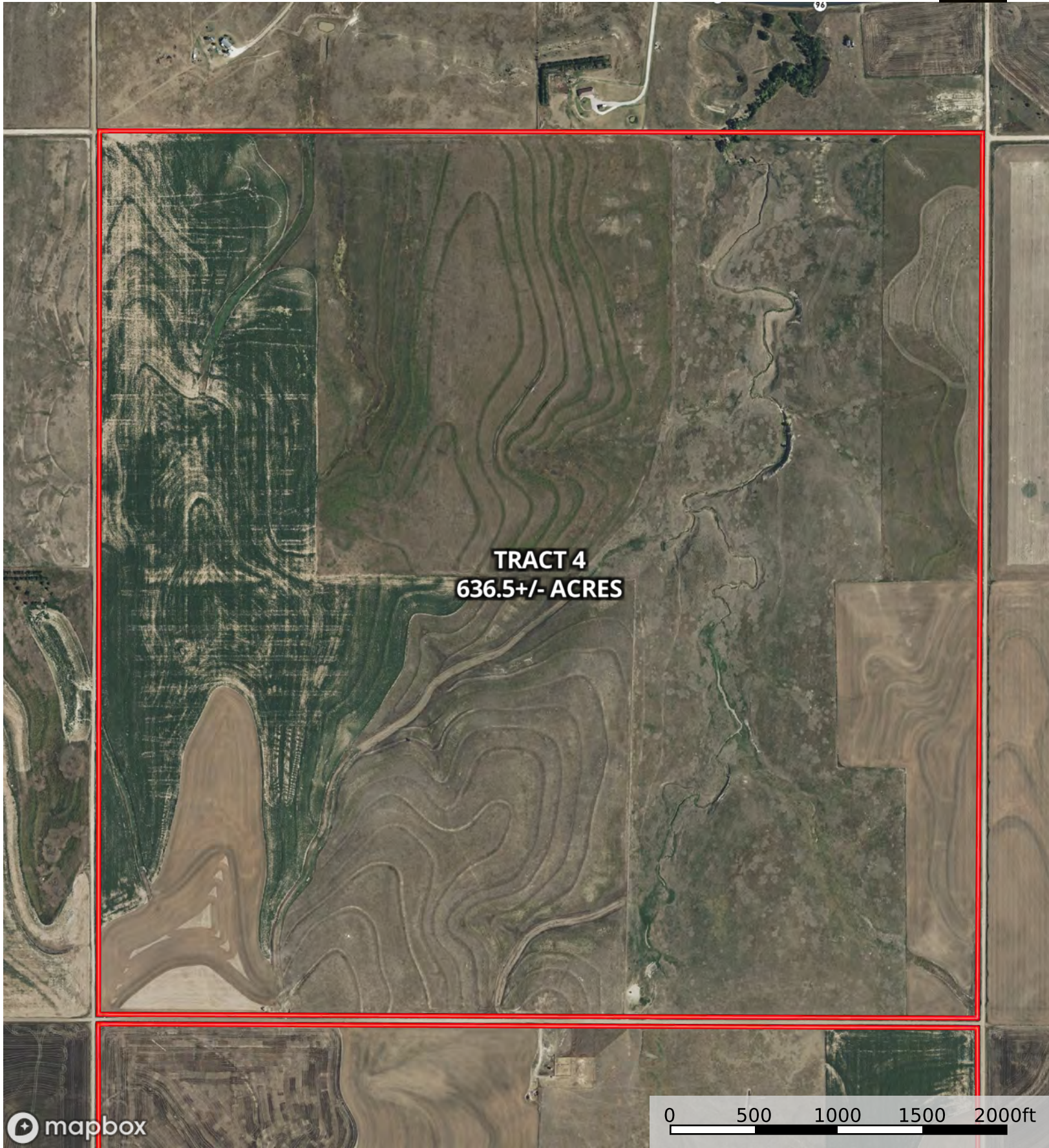
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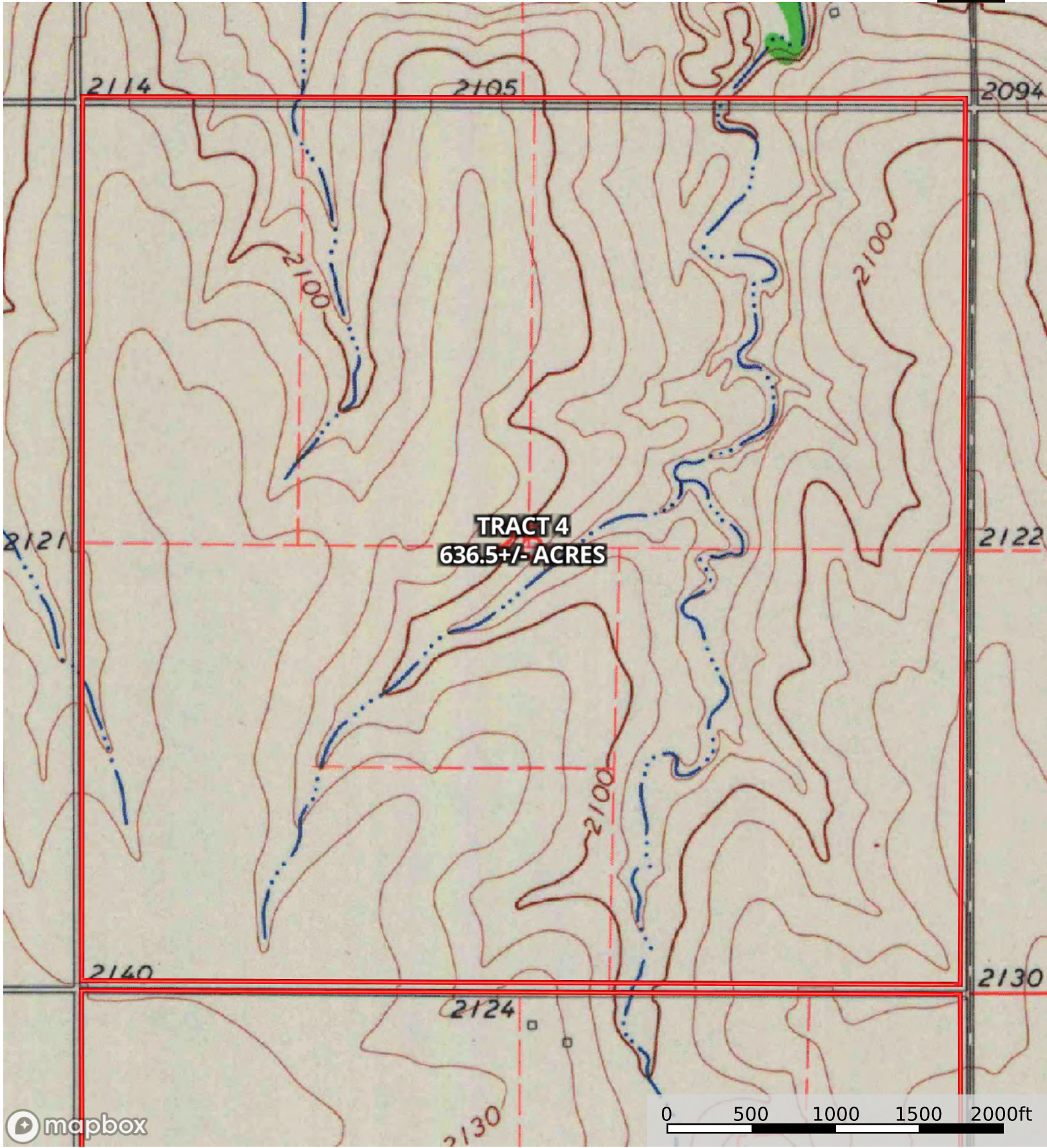
TRACT 4

*Aerial Map, Topographic Map, Soil Report, FSA Map, FSA 156ez Report
(Tracts 4 & 5), FSA CRP Contract, Assessor Report, Tax Statement,
Preliminary Title Commitment.*

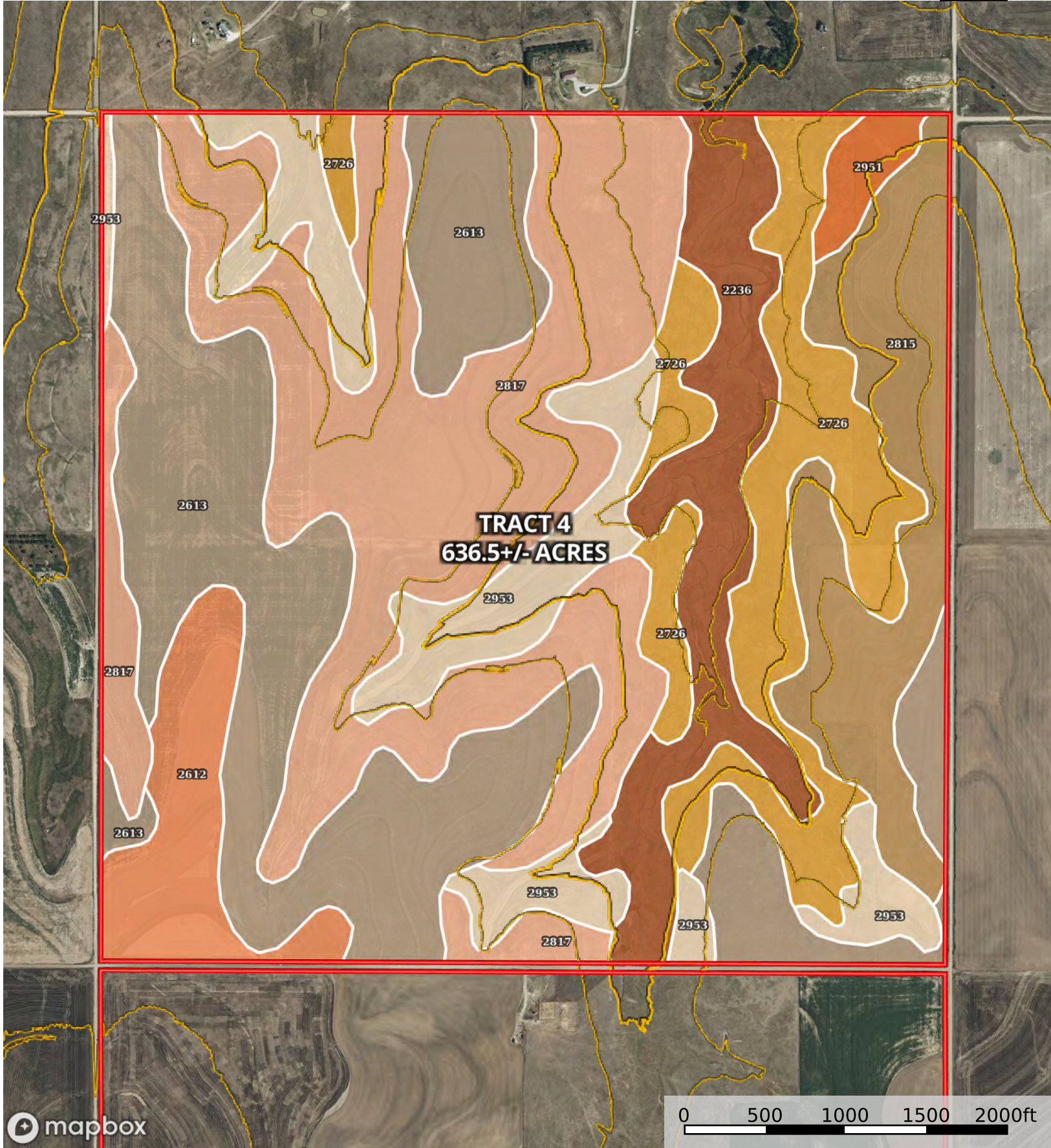
Rush County, Kansas | 1,499+/- Acres | 5 Tracts



Boundary



 Boundary



 Boundary

| Boundary 635.73 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
2817	Uly silt loam, 3 to 6 percent slopes	180.23	28.35	0	76	3e
2613	Harney silt loam, 1 to 3 percent slopes	163.63	25.74	0	69	2e
2726	Nibson-Wakeen silt loams, 3 to 20 percent slopes	73.56	11.57	0	39	6e
2953	Wakeen silt loam, 3 to 7 percent slopes	63.34	9.96	0	47	4e
2815	Uly silt loam, 1 to 3 percent slopes	61.03	9.6	0	77	2e
2236	Roxbury silt loam, occasionally flooded	54.85	8.63	0	79	2w
2612	Harney silt loam, 0 to 1 percent slopes	31.75	4.99	0	70	2c
2951	Wakeen silt loam, 1 to 3 percent slopes	7.34	1.15	0	48	3e
TOTALS		635.73(*)	100%	-	66.76	2.96

(*) 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

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

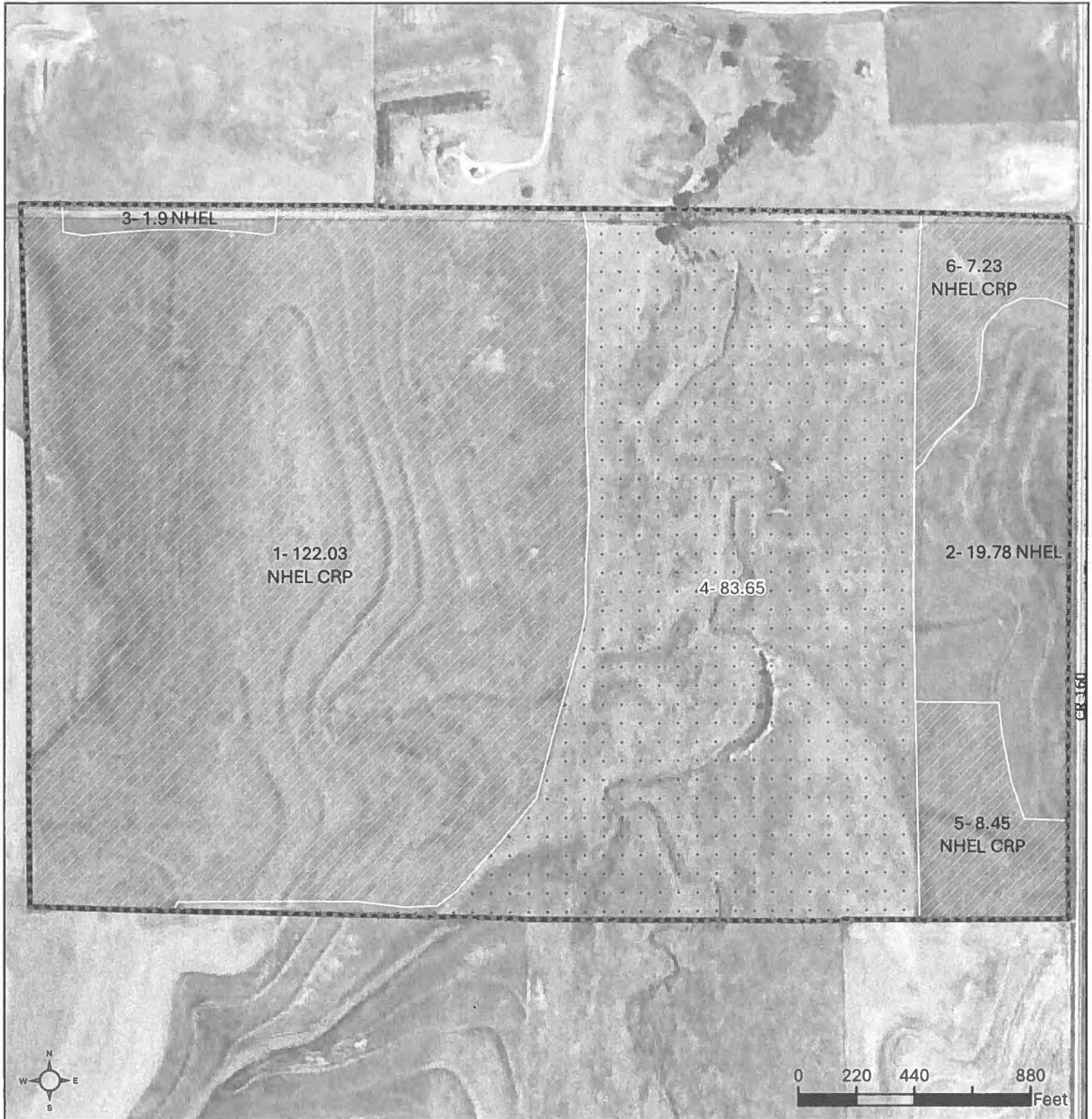


United States
Department of
Agriculture

Rush County, Kansas

TRACT 4

Phy. County: Rush, KS



- Cropland
- Rangeland
- Other Ag
- Tract Boundary
- PLSS
- CRP

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|---------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, LS |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass SMO, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Grass SMO, NI, LS |
| 4/ All Soybeans COM, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Grass NAG, NI, FG | 10/ Sorghum Forage, CAN, NI, FG |

2026 Program Year
Map Created November 21, 2025

2023 NAIP

Farm 3224
Tract 78

Tract Cropland Total: 159.39 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

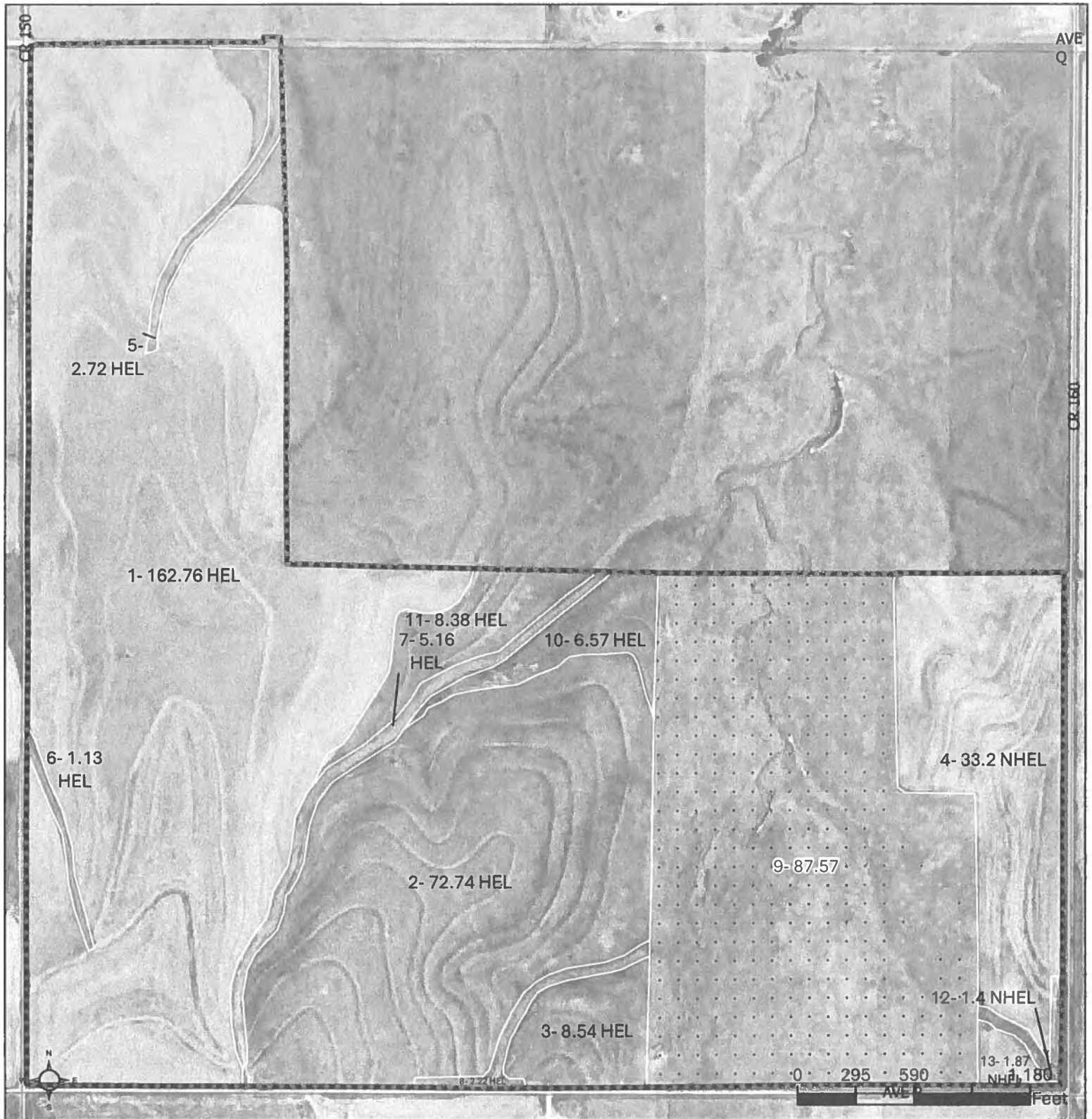


United States
Department of
Agriculture

Rush County, Kansas

TRACT 4

Phy. County: Rush, KS



- Cropland
- Rangeland
- Other Ag
- Tract Boundary
- PLSS

- Wetland Determination Identifiers
 - Restricted Use
 - Limited Restrictions
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| 2/ All Sorghum GRS, NI, GR | 7/ Grass SMO, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Grass SMO, NI, LS |
| 4/ All Soybeans COM, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Grass NAG, NI, FG | 10/ Sorghum Forage, CAN, NI, FG |

Tract Cropland Total: 306.69 acres

2026 Program Year
Map Created November 21, 2025
2023 NAIP

Farm 3224
Tract 338

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA 026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

KANSAS

RUSH

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.


 United States Department of Agriculture
 Farm Service Agency

Abbreviated 156 Farm Record

FARM : 3224

Prepared : 6/9/26 3:54 PM CST

Crop Year : 2026

Operator Name : SHOWALTER & SONS INC

CRP Contract Number(s) : 11340

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
1,033.27	776.08	776.08	0.00	0.00	0.00	0.00	0.0	Active	3
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	638.37		0.00		137.71	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None
ARC Individual - Default	ARC County - Default	Price Loss Coverage - Default
None	None	WHEAT, SORGH

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	220.98	0.00	41	0
Grain Sorghum	265.12	0.00	71	0

TOTAL 486.10 0.00

NOTES

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Tract Number : 78

TRACT 4

Description : #44 E NW & NE 25-18-20;

FSA Physical Location : KANSAS/RUSH

ANSI Physical Location : KANSAS/RUSH

BIA Unit Range Number :

CRP Contract Number(s) : 11340

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

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : ARTHUR KENNETH ALMQUIST FAMILY TRUST UAD 7-19-90

Other Producers : None

Recon ID : None

KANSAS
RUSH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 3224
Prepared : 6/9/26 3:54 PM CST
Crop Year : 2026

Tract Land Data

Tract 78 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
243.04	159.39	159.39	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	21.68	0.00	137.71	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	8.99	0.00	41
Grain Sorghum	10.79	0.00	71

TOTAL 19.78 0.00

NOTES

Tract Number : 338
Description : #44 W NW & S 25-18-20;
FSA Physical Location : KANSAS/RUSH
ANSI Physical Location : KANSAS/RUSH
BIA Unit Range Number :
CRP Contract Number(s) : None
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : ARTHUR KENNETH ALMQUIST FAMILY TRUST UAD 7-19-90
Other Producers : None
Recon ID : None

TRACT 4

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
394.26	306.69	306.69	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	306.69	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	86.80	0.00	41
Grain Sorghum	104.14	0.00	71

TOTAL 190.94 86 0.00

KANSAS
RUSH
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 3224
Prepared : 6/9/26 3:54 PM CST
Crop Year : 2026

Tract 338 Continued ...

NOTES

Tract Number : 344
Description : #45 N 36-18-20;W SW 36-18-20
FSA Physical Location : KANSAS/RUSH
ANSI Physical Location : KANSAS/RUSH
BIA Unit Range Number :
CRP Contract Number(s) : None
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : ARTHUR KENNETH ALMQUIST FAMILY TRUST UAD 7-19-90
Other Producers : None
Recon ID : None

TRACT 5

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
395.97	310.00	310.00	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	310.00	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	125.19	0.00	41
Grain Sorghum	150.19	0.00	71

TOTAL 275.38 0.00

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint 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 State or Local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

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

CRP-1 (07-06-20) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO. CODE & ADMIN. LOCATION 20 165 3. CONTRACT NUMBER 11340 4. ACRES FOR ENROLLMENT 137.71	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) RUSH COUNTY FARM SERVICE AGENCY PO BOX 129 LACROSSE, KS 67548-0129		6. TRACT NUMBER 78 7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2022 09-30-2032	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (785) 222-2615		8. SIGNUP TYPE: General	
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.			
9A. Rental Rate Per Acre LS \$ 44.38		10. Identification of CRP Land (See Page 2 for additional space)	
9B. Annual Contract Payment \$ 6,112.00		A. Tract No. 78	B. Field No. 0001
9C. First Year Payment \$		C. Practice No. CP4D	D. Acres 122.03
(Item 9C is applicable only when the first year payment is prorated.)		78	0005
78		0006	7.23
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)			
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) ARTHUR KENNETH ALMQUIST FAMILY TRUST LAD 7-19-99 13001ST AVE 101ST TEE 701 E 5TH ST LA CROSSE, KS 67548-9526	(2) SHARE 100.00 %	(3) SIGNATURE (By) 	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY P.O.A.
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY
12. CCC USE ONLY A. SIGNATURE OF CCC REPRESENTATIVE 			B. DATE (MM-DD-YYYY) 9-21-22
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 Act of 2014 (16 U.S.C. 3831 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. Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE. 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, audiotope, 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.			

RECEIVED

MAR 02 2022

 Rush County FSA Office
 PO Box 129 - La Crosse, KS 67548

DD 9/22

Property Details for PID: 0831572500000001000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0831572500000001000
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Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0831572500000001000
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QuickRef ID :	R4554
---------------	-------

Owner Name :	ALMQUIST, ARTHUR KENNETH FAM TRST
--------------	-----------------------------------

Location:	00000 Ave R, Alexander, KS 67513
-----------	----------------------------------

Abbreviated Boundary Description:	S25, T18, R20, ACRES 636.5, ALL SEC 25 LESS RD ROW
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Owner Information:

Owner	ALMQUIST, ARTHUR KENNETH FAM TRST
-------	-----------------------------------

Mailing Address	Attn: DIANE ALBIN 6600 LA CONCHA PASS AUSTIN, TX 78749
-----------------	--

Property Information:

Type	Agricultural Use
------	------------------

Status	Active
--------	--------

Taxing Unit	044 ALEX BELLE PR
-------------	-------------------

Neighborhood Code	075
-------------------	-----

Secondary Address Details

Address

00000 CR, Alexander, KS 67513

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

Deed Book Page Details

Book	Page
59	252

Additional Deed Book Page Details

Deed Book/Page 59/252 49 /284 32 /300

Value Details

Current Final Value (Agricultural) Year	2026
Land	\$52,700.00

	Building	\$0.00
	Total	\$52,700.00
	Year	2025
	Land	\$56,700.00
Current Final Value (Agricultural)		
	Building	\$0.00
	Total	\$56,700.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land - DR	29.10	2612		
Dry Land - DR	49.40	2817		

Dry Land - DR	11.20	2815		
Dry Land - DR	9.10	2953		
Dry Land - DR	115.60	2817		
Dry Land - DR	0.60	2236		
Dry Land - DR	2.50	2612		
Dry Land - DR	3.30	2726		
Dry Land - DR	84.80	2613		
Dry Land - DR	3.80	2951		
Dry Land - DR	65.30	2613		
Dry Land - DR	8.30	2726		
Dry Land - DR	37.60	2815		
Native Grass - NG	13.10	2815		
Native Grass - NG	15.00	2817		
Native Grass - NG	61.80	2726		
Native Grass - NG	14.20	2613		
Native Grass - NG	54.10	2236		
Dry Land - DR	33.10	2953		
Native Grass - NG	0.10	2612		
Native Grass - NG	3.40	2951		
Native Grass - NG	21.10	2953		
Total Acres :	636.50			

No Ag Building Details found

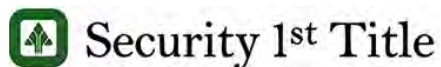
Tax History Inquiry for ALMQUIST, ARTHUR KENNETH FAM TRST UAD

[Tax Search Page](#)

Property Address 00000 Ave R											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2025 RealEstate - 04342		25-18-20W				ALL SEC 25-18-20 LESS RD ROW				157-25-0-00-00-001.00-0	Agricultural Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
044	395	ALEXANDER-BELLE PRAIRIE	\$17010	184.501	\$3138.36	\$0	Amount \$3138.36	Amount \$3138.36	No	59D - 252-3	0

[Click here for Additional Years](#)

[Tax Search Page](#)



Commitment Cover Page

Order Number: **3204975**

Delivery Date: **07/17/2026**

Property Address: **Section 25-18-20, Alexander, KS 67513**

For Closing Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Bailey Baalman
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
bbaalman@security1st.com

For Title Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Buyer/Borrower

A LEGAL ENTITY TO BE DETERMINED
Delivered via: No Commitment Delivery

Seller/Owner

The Arthur Kenneth Almquist Family Trust, UAD July 19,
1990
Attention: Diane Albin
6600 LaConcha Pass
Austin, TX 78749
Delivered via: No Commitment Delivery

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 A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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Title Fee Invoice

Date:	07/17/2026	Buyer(s):	A LEGAL ENTITY TO BE DETERMINED
Order No.:	3204975	Seller(s):	Dorothy E. Almquist, Trustee of the Arthur Kenneth Almquist Family Trust, UAD July 19, 1990
Issuing Office:	Jerilyn Stull Security 1st Title 116 W. 8th Street P.O. Box 636 La Crosse, KS 67548	Property Address:	Section 25-18-20, Alexander, KS 67513

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:

[Rush county recorded 05/31/2011 at book 59 page 252](#)

Tax Information:

[04342](#)



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.

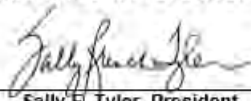
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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 Amount of Insurance and the name of the Proposed Insured.

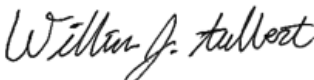
If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____


Sally F. Tyler, President

By: _____


William J. Aulbert, Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Jerilyn Stull

(785) 222-2712

jstull@security1st.com

(785) 222-3340





Transaction Identification Data for reference only:

Issuing Agent: **Security 1st Title, LLC**

Buyer: **A LEGAL ENTITY TO BE DETERMINED**

Issuing Office: **116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548**

Title Contact: **Jerilyn Stull
(785) 222-2712
jstull@security1st.com
(785) 222-3340**

ALTA Universal ID: **1241351**

Loan ID Number:

Commitment No.: **KS-C3204975**

Property Address: **Section 25-18-20, Alexander, KS
67513**

SCHEDULE A

1. Commitment Date:

07/01/2026 at 7:00 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

TBD

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:

Dorothy E. Almquist, Trustee of the Arthur Kenneth Almquist Family Trust, UAD July 19, 1990

5. The Land is described as follows:

All of Section Twenty-five (25), Township Eighteen (18) South, Range Twenty (20) West of the 6th P.M., Rush County, Kansas

Security 1st Title

By: _____

David Armagost, President





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. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
6. **Provide this company with a properly completed and executed Owner's Affidavit.**
7. **Properly file a AFFIDAVIT OF NON PRODUCTION.**
8. **File a Trustee's Deed from the Trustee(s) of the Arthur Kenneth Almquist Family Trust UAD July 19, 1990 to A LEGAL ENTITY TO BE DETERMINED.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

9. **Furnish for examination an authentic copy of the Arthur Kenneth Almquist Family Trust UAD July 19, 1990. We reserve the right to make any additional requirements we deem necessary.**

For Informational Purposes Only: In the Matter of the Estate of Dorothy Almquist, deceased, as filed in the District Court of Rush County, Kansas, Case No. RH-2024-PR-000022, states Dorothy E. Almquist died September 22, 2024.



10. **Note:** 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.

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.

11. **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: 2025

Full Amount: \$3,138.36, Paid in Full

Tax Parcel Number: 04342

12. **Recording Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee per document, which is in addition to the County recording fees.



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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse 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 2026, and subsequent years, none now due and payable.**
8. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
9. **Easements and right of ways for roadways, streets, highways, and railroads.**
10. **Designation of the subject premises in an intensive ground water use control area (IGUCA), as established in that certain document issued by the State Board of Agriculture, of the State of Kansas, as filed March 30, 1992 at 9:00 A.M., recorded in Misc., Book 134, page [414](#), and Supplemental Order as filed February 3, 1997 and recorded in Book 140 of Misc. at page [124](#), and Amended Order filed September 9, 1998 and recorded in Book 141 of Misc. at page [501](#), which restricts appropriations of groundwater and surface water except for domestic use.**
11. **Transmission Line Right of Way Easement dated February 2, 1968 in favor of The Central Kansas Electric Cooperative, Inc., covering the E/2 NW/4 and NE/4 25-18-20, filed of record May 21, 1968 and recorded in Misc. Book 87, page [92](#).**

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 A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions



12. Transmission Line Right of Way Easement dated December 26, 1967 in favor of The Central Kansas Electric Cooperative, Inc., covering the SW/4 and the W/2 NW/4 25-18-20, filed of record May 21, 1968 and recorded in Misc. Book 87, page [94](#).
13. Order of Vacation dated August 21, 1978 vacating the roadway between Sections 24 and 25, in Township 18 South, Range 20 West of the 6th P.M., filed of record February 16, 1979 and recorded in Misc. Book 101, page [796](#).

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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; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY’S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any

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 A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions



liability of the Company is limited by Commitment Condition 5. The Company is not 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 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

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

11. ARBITRATION

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



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 <https://www.firstam.com/privacy-policy/>, 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.

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Please note that this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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.

How Long Do We Keep Your Personal Information? 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.

Your Choices 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 <https://www.firstam.com/privacy-policy/>.

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.

Changes to Our Notice 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.

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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 <https://www.firstam.com/privacy-policy/>.

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

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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

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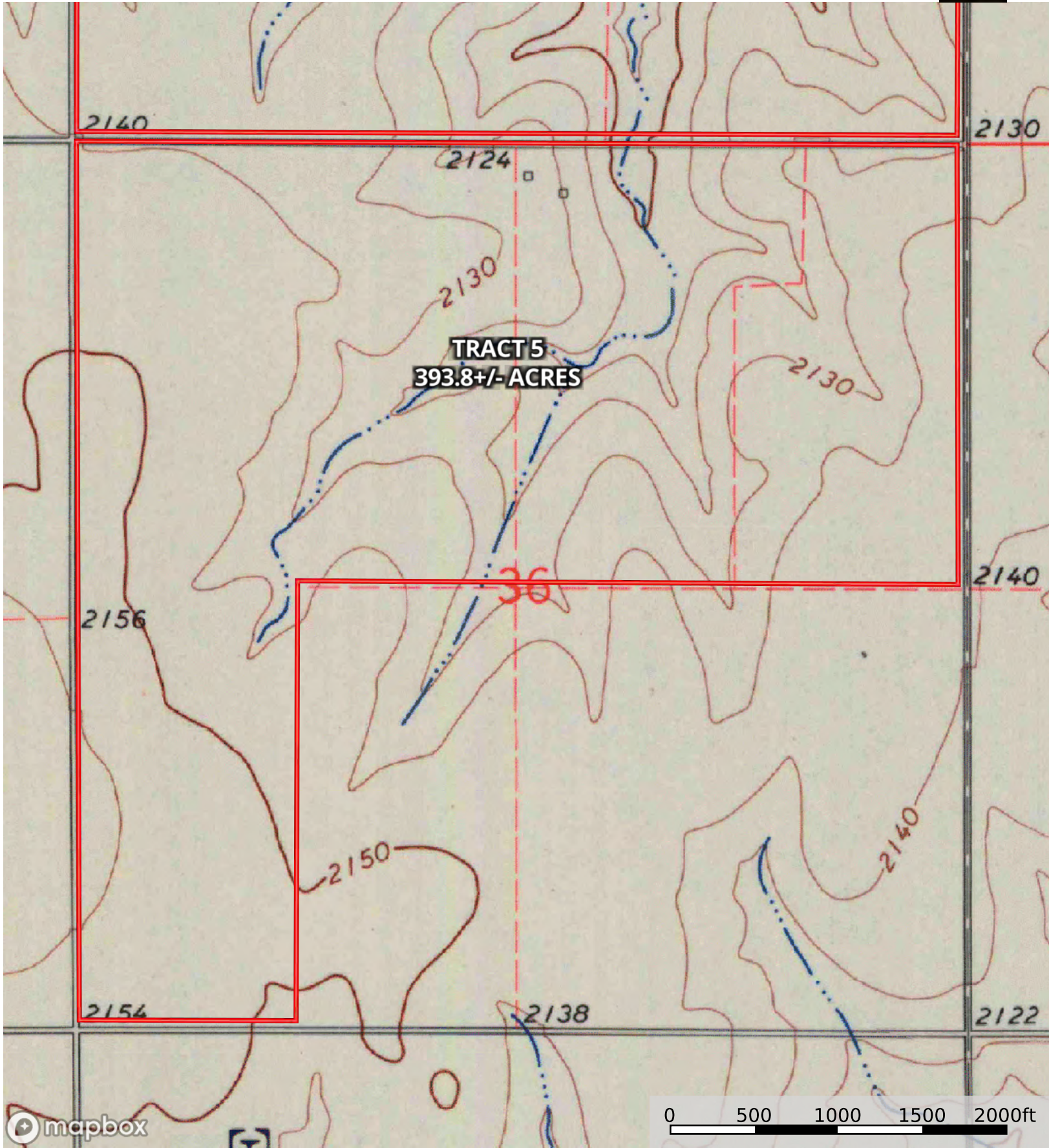
TRACT 5

*Aerial Map, Topographic Map, Soil Report, FSA Map, Assessor Report,
Tax Statement, Preliminary Title Commitment. FSA 156ez Report is
combined with Tract 4.*

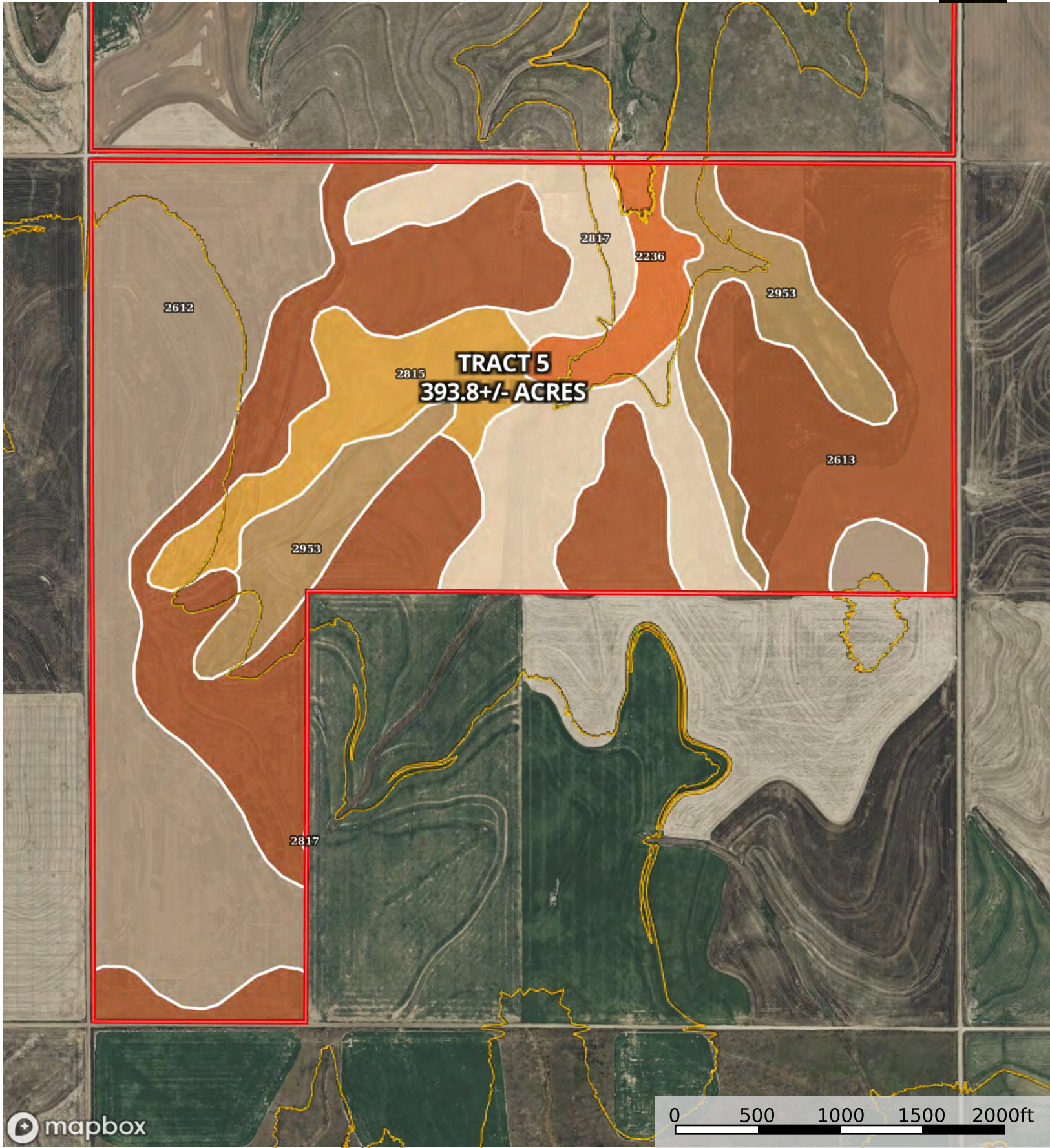
Rush County, Kansas | 1,499+/- Acres | 5 Tracts



 Boundary



Boundary



 Boundary

| Boundary 392.59 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
2613	Harney silt loam, 1 to 3 percent slopes	159.84	40.71	0	69	2e
2612	Harney silt loam, 0 to 1 percent slopes	103.77	26.43	0	70	2c
2817	Uly silt loam, 3 to 6 percent slopes	48.47	12.35	0	76	3e
2953	Wakeen silt loam, 3 to 7 percent slopes	39.33	10.02	0	47	4e
2815	Uly silt loam, 1 to 3 percent slopes	27.66	7.05	0	77	2e
2236	Roxbury silt loam, occasionally flooded	13.52	3.44	0	79	2w
TOTALS		392.59(*)	100%	-	68.83	2.32

(*) 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

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water



United States
Department of
Agriculture

Rush County, Kansas

TRACT 5

Phy. County: Rush, KS



- Cropland Tract Boundary
Rangeland PLSS
Other Ag
- Wetland Determination Identifiers
- Restricted Use
 - Limited Restrictions
 - Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|---------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, LS |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass SMO, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Grass SMO, NI, LS |
| 4/ All Soybeans COM, NI, GR | 9/ Grass, NAG, NI, GZ |
| 5/ Grass NAG, NI, FG | 10/ Sorghum Forage, CAN, NI, FG |

2026 Program Year
Map Created November 21, 2025

2023 NAIP
Farm 3224
Tract 344

Tract Cropland Total: 310.00 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Property Details for PID: 0831573600000001000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0831573600000001000
Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0831573600000001000
QuickRef ID :	R4561
Owner Name :	ALMQUIST, ARTHUR KENNETH FAM TRST
Location:	00000 CR, Alexander, KS 67513
Abbreviated Boundary Description:	S36, T18, R20, ACRES 393.8, N2 & W2 SW4 LESS RD ROW

Owner Information:

Owner	ALMQUIST, ARTHUR KENNETH FAM TRST
Mailing Address	Attn: DIANE ALBIN 6600 LA CONCHA PASS AUSTIN, TX 78749

Property Information:

Type	Agricultural Use
Status	Active
Taxing Unit	044 ALEX BELLE PR
Neighborhood Code	075

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

Deed Book Page Details

Book	Page
59	252

Additional Deed Book Page Details

Deed Book/Page 49 /284 31 /186

Value Details

Current Final Value (Agricultural)	Year	2026
	Land	\$38,250.00
	Building	\$0.00
	Total	\$38,250.00

Current Final Value (Agricultural)	Year	2025
	Land	\$41,000.00
	Building	\$0.00
	Total	\$41,000.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land - DR	12.90	2817		
Dry Land - DR	23.90	2953		
Dry Land - DR	25.40	2815		
Dry Land - DR	103.80	2612		
Dry Land - DR	135.30	2613		

Native Grass - NG	0.30	2815		
Native Grass - NG	13.50	2236		
Native Grass - NG	13.50	2953		
Native Grass - NG	24.60	2613		
Native Grass - NG	33.10	2817		
Dry Land - DR	1.10	2613		
Dry Land - DR	2.00	2815		
Dry Land - DR	2.50	2817		
Dry Land - DR	1.90	2953		
Total Acres :	393.80			

No Ag Building Details found

Tax Search Page

[Click here for Additional Years](#)

Tax Search Page

y 

Aumentum™
TECHNOLOGIES



Commitment Cover Page

Order Number: **3204914**

Delivery Date: **07/17/2026**

Property Address: **N/2 and W/2 SW/4 36-18-20, Alexander, KS 67513**

For Closing Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Bailey Baalman
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
bbaalman@security1st.com

For Title Assistance

Jerilyn Stull
116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548
Office: (785) 222-2712
jstull@security1st.com

Buyer/Borrower

A LEGAL ENTITY TO BE DETERMINED
Delivered via: No Commitment Delivery

Seller/Owner

The Arthur Kenneth Almquist Family Trust, under
Agreement dated July 19, 1990
Attention: Diane Albin
6600 LaConcha Pass
Austin, TX 78749
Delivered via: No Commitment Delivery

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Title Fee Invoice

Date:	07/17/2026	Buyer(s):	A LEGAL ENTITY TO BE DETERMINED
Order No.:	3204914	Seller(s):	Dorothy E. Almquist, Trustee of the Arthur Kenneth Almquist Family Trust, under Agreement dated July 19, 1990
Issuing Office:	Jerilyn Stull Security 1st Title 116 W. 8th Street P.O. Box 636 La Crosse, KS 67548	Property Address:	N/2 and W/2 SW/4 36-18-20, Alexander, KS 67513

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:

[Rush county recorded 05/31/2011 at book 59 page 252](#)

Tax Information:

[04350](#)



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.

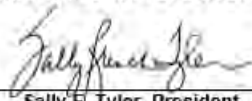
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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 Amount of Insurance and the name of the Proposed Insured.

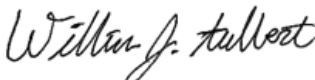
If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____


Sally F. Tyler, President

By: _____


William J. Aulbert, Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Jerilyn Stull

(785) 222-2712

jstull@security1st.com

(785) 222-3340





Transaction Identification Data for reference only:

Issuing Agent: **Security 1st Title, LLC**

Buyer: **A LEGAL ENTITY TO BE DETERMINED**

Issuing Office: **116 W. 8th Street
P.O. Box 636
La Crosse, KS 67548**

Title Contact: **Jerilyn Stull
(785) 222-2712
jstull@security1st.com
(785) 222-3340**

ALTA Universal ID: **1241351**

Loan ID Number:

Commitment No.: **KS-R3204914**

Property Address: **N/2 and W/2 SW/4 36-18-20,
Alexander, KS 67513**

SCHEDULE A

1. Commitment Date:

07/01/2026 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

TBD

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:

Dorothy E. Almquist, Trustee of the Arthur Kenneth Almquist Family Trust, under Agreement dated July 19, 1990

5. The Land is described as follows:

The North Half (N/2) of Section Thirty-six (36), Township Eighteen (18) South, Range Twenty (20) West of the 6th P.M., Rush County, Kansas

The West Half of the Southwest Quarter (W/2 SW/4) of Section Thirty-six (36), Township Eighteen (18) South, Range Twenty (20) West of the 6th P.M., Rush County, Kansas

Security 1st Title

By: _____

David Armagost, President



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. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
6. **Provide this company with a properly completed and executed Owner's Affidavit.**
7. **Properly file a AFFIDAVIT OF NON PRODUCTION.**
8. **File a Trustee's Deed from the Trustee(s) of the Arthur Kenneth Almquist Family Trust UAD July 19, 1990 to A LEGAL ENTITY TO BE DETERMINED.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

9. **Furnish for examination an authentic copy of the Arthur Kenneth Almquist Family Trust dated July 19, 1990. We reserve the right to make any additional requirements we deem necessary.**

NOTE: For Informational Purposes Only: In the Matter of the Estate of Dorothy Almquist, deceased, as filed in the District Court of Rush County, Kansas, Case No. RH-2024-PR-000022, states Dorothy E. Almquist died September 22, 2024.

10. **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: 2025
Full Amount: \$2,269.36, Paid in Full
Tax Parcel Number: 04350**

11. **Note:** 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.

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.

12. **Recording Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee per document, which is in addition to the County recording fees.

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse 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 2026, and subsequent years, none now due and payable.**
8. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
9. **Easements and right of ways for roadways, streets, highways, and railroads.**
10. **Designation of the subject premises in an intensive ground water use control area (IGUCA), as established in that certain document issued by the State Board of Agriculture, of the State of Kansas, as filed March 30, 1992 at 9:00 A.M., recorded in Misc., Book 134, page [414](#), and Supplemental Order as filed February 3, 1997 and recorded in Book 140 of Misc. at page [124](#), and Amended Order filed September 9, 1998 and recorded in Book 141 of Misc. at page [501](#), which restricts appropriations of groundwater and surface water except for domestic use.**
11. **Right of Way Grant dated November 22, 1972 in favor of Chase Transportation Company covering the N/2 36-18-20, filed of record April 2, 1973 and recorded in Misc. Book 92, page [589](#), and all subsequent assignments of record.**

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12. Terms and provisions of the Lease and Easement Agreement between Dorothy E. Moran (Landowner) and Alexander Wind Farm, LLC, a Delaware limited liability company (Wind Company), covering the W/2 SW/4 36-18-20, effective as of January 3, 2011, notice of which is given by Memorandum of Lease and Easement Agreement filed of record January 19, 2011 and recorded in Misc. Book 157, page [860](#). Ratification of Lease and Easement Documents dated September 9, 2014, filed of record September 11, 2014 and recorded in Misc. Book 165, page [663](#).

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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; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any

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liability of the Company is limited by Commitment Condition 5. The Company is not 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 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

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

11. ARBITRATION

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



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 <https://www.firstam.com/privacy-policy/>, 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 not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

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.

How Long Do We Keep Your Personal Information? 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.

Your Choices 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 <https://www.firstam.com/privacy-policy/>.

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.

Changes to Our Notice 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.

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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 <https://www.firstam.com/privacy-policy/>.

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

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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

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LEGAL DESCRIPTIONS

Legal descriptions for each auction tract.

Rush County, Kansas | 1,499+/- Acres | 5 Tracts

EXHIBIT “A”
(Legal Description)

All in Township 18 South, Range 20 West in Ruch County, Kansas

_____ Tract 1: Section 6: NE4 Less Road Right of Way (155.8 Acres)

_____ Tract 2: Section 5: NW4 Less Road Right of Way (156.5 Acres)

_____ Tract 3: Section 11: SE4 Less Road Right of Way (156.6 Acres)

_____ Tract 4: Section 25: All Less Road Right of Way (636.5 Acres)

_____ Tract 5: Section 36: N2 & W2SW4 Less Road Right of Way (393.8 Acres)

REAL ESTATE DISCLOSURE

Kansas Real Estate Brokerage Relationships Act - Agency Disclosure.

Rush County, Kansas | 1,499+/- Acres | 5 Tracts

REQUIRED STATUTORY DISCLOSURES ADDENDUM

SELLER: Dorothy E. Almquist Administrative Trust and Arthur Kenneth Almquist Family Trust

BUYER:

PROPERTY: 1499+/- Acres in Rush County Kansas

CONTRACT DATE:

1. BROKERAGE RELATIONSHIPS DISCLOSURE:

- a. SELLER and BUYER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the SELLER, agents of the BUYER or transaction brokers. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be the agent of the BUYER. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.
- b. Listing Licensee is functioning as a: (Check Applicable) ☒ Seller's Agent or ☐ Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or ☐ Transaction Broker, or ☐ Seller(s) is/are representing themselves.
- c. Selling Licensee is functioning as a: (Check Applicable) ☐ Seller's Agent or ☐ Buyer's Agent or ☐ Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or ☐ Designated Buyer's Agent (Supervising Broker acts as Transaction Broker) or ☐ Transaction Broker, or ☐ Buyer(s) is/are representing themselves.

2. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:

- a. Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

3. RADON NOTICE:

- a. Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information, go to www.kansasradonprogram.org.

CAREFULLY READ THE TERMS BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Diane Albin

Diane Albin (Jun 8, 2026 14:24:31 CDT)

SELLER _____ DATE _____

Brent Almquist

Brent Almquist (Jun 8, 2026 15:11:29 CDT)

SELLER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

Presented to Seller's Representative for signature and no signature was provided on this date: _____

Signature of Selling Licensee who has been unable to obtain seller's signature.

SAMPLE PURCHASE AGREEMENT

Draft form of Purchase Agreement to be executed by the successful bidder.

Rush County, Kansas | 1,499+/- Acres | 5 Tracts

BIDDER # _____

TRACT # _____

CONTRACT FOR SALE OF REAL ESTATE

SELLER: _____ BUYER: _____

ADDRESS: _____ BUYER: _____

CITY, STATE, ZIP: _____ ADDRESS: _____

PHONE: _____ CITY, STATE, ZIP: _____

PHONE: _____

Email: _____

"Acreage of Premises": _____ (Sum of all Tract Acres, more or less)

"Total High Bid": \$ _____ (Sum of all Tract High Bids)

"Buyer Premium": \$ _____ (5% of Total High Bid)

"Total Purchase Price": \$ _____ (Total High Bid + Buyers Premium)

"Earnest Money": \$ _____ (10% of the Total Purchase Price)

1. **OFFER AND ACCEPTANCE.** The terms of this Contract for Sale of Real Estate ("Contract") shall represent a binding contract between Seller and Buyer upon execution by the parties hereto.
2. **MUTUAL COVENANTS.** Seller agrees to sell and Buyer agrees to purchase the real estate legally described on **Exhibit A**, (the "Premises") attached hereto, and incorporated by this reference herein, located in Rush County, Kansas consisting of the "Acreage of Premises" identified above, more or less, along with such fixtures that are customarily transferred to a buyer in real estate transactions, upon the terms set forth in this Contract. **Seller makes no warranty of Acreage of Premises to Buyer, and Buyer is not relying upon any prior or contemporaneous representation of acreage (whether written or oral) made by Seller or any agent of Seller.**
3. **Purchase Price.** Buyer agrees to pay to Seller a "Total Purchase Price" identified above for the Premises. Buyer has concurrently paid Seller 10% of the Contract Price (in the amount of "Earnest Money" identified above) to be held in a non-interest bearing trust account of Security 1st Title ("Escrow Agent") for delivery to Seller at the time of closing. Checks shall be made payable to Escrow Agent. The balance of the Purchase Price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Seller at closing via Certified Funds.
4. **POSSESSION AND CLOSING.** Seller shall deliver possession of the Premises, subject to tenant's rights (if any), to Buyer concurrently with the closing of this transaction, which shall occur on or at any mutually agreeable time before 2:00 P.M. CT on Monday, December 07, 2026, through the offices of Escrow Agent whose address is Security 1st Title Attn: Jerilyn Stuhl, 110 8th Street, La Crosse, KS 67548, 785-222-2712. Any fees charged by the title company for handling the escrow closing shall be equally split between Seller and Buyer. Seller agrees to continue to maintain the Premises through the day of closing.
5. **DEED OF CONVEYANCE.** At closing, upon Buyer's compliance with the terms of this Contract, Seller shall execute and deliver to Buyer a recordable General Warranty Deed to the Premises, subject to zoning ordinances, utility easements, recorded easements, rights of way of record, deed restrictions, all other matters of record and all matters which would be disclosed by an accurate survey and inspection of the Real Estate (including, but not limited to, boundary line disputes, overlaps and encroachments)(the "Permitted Exceptions").

6. **CONDITION OF PREMISES.** BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY INSPECTED AND EXAMINED THE PREMISES (OR HAS HAD A FULL AND ADEQUATE OPPORTUNITY TO DO SO) AND IS RELYING UPON ITS OWN INSPECTION OF THE PREMISES (AND ANY "FIXTURES", AS DEFINED BY THE LAW OF THE STATE OF KANSAS, NOT OWNED BY TENANTS). **BUYER AGREES TO ACCEPT THE PHYSICAL CONDITION OF THE PREMISES (AND ANY SAID FIXTURES) "AS IS", "WHERE IS", AND "WITH ALL FAULTS".**
7. **REAL ESTATE TAXES.** The current year taxes shall be pro-rated to the date of closing based on the most recent taxes and assessments, and such proration at Closing shall be final and conclusive. Buyer will be responsible for all subsequent taxes.
8. **MINERAL RIGHTS.** 100 % of Mineral rights, if any are owned by the Seller and appurtenant to the property, shall be deemed included in the sale of the Premises.
9. **WATER RIGHTS.** 100 % of Water rights, if any are owned by the Seller and appurtenant to the property, shall be deemed included in the sale of the Premises.
10. **EVIDENCE OF TITLE.** Seller shall provide Buyer with an owner's policy of title insurance (standard coverage, without endorsements) in the amount of the purchase price, subject only to the Permitted Exceptions. The applicable premium for the title insurance policy shall be paid by Seller at closing.
11. **SURVEY.** If the boundaries to the Premises are not established to Buyer's satisfaction, Buyer may, at Buyer's option, secure a survey of same at Buyer's sole cost and expense. A plat of such survey must be delivered to Seller not later than 7 days prior to Closing (which survey must contain the surveyor's certification, to both Seller and Buyer, of acreage so determined). Should such survey indicate more than a 2% variance in the acreage between the number of acres posted and/or announced at the actual auction sale, Seller shall adjust the Total Purchase Price. Such recalculated Total Purchase Price shall be determined by multiplying the acreage as determined by the survey by the Total Purchase Price divided by the stated acreage at time of auction. Notwithstanding the foregoing, however, no such Purchase Price adjustment shall be made with respect to any Tract which includes a residential dwelling.
12. **COMMISSION.** The parties hereto agree that no real estate commission is due any party in regard to this transaction other than as outlined in the Seller's auction contract. Each party agrees to indemnify the other and hold it harmless in respect to any commissions, fees, judgments, or expenses of any nature or kind which it may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other party in connection with the transaction contemplated by this Contract, or any litigation or similar proceeding arising from such claims. Each party represents to the other that, other than as stated herein, there is no valid basis for such claims.
13. **DEFAULT.**
- A. If Buyer fails to perform any obligation imposed by this Contract, Seller may serve written notice of default upon Buyer. If such default is not corrected within five (5) days thereafter, then, at the option of the Seller, Seller may terminate said Contract and shall be entitled to retain the Earnest Money paid hereunder as liquidated damages, and Seller may also seek specific performance and any other remedy provided by law or equity against the Buyer. In the event of Seller's failure to perform its obligations imposed by this Contract then, Buyer shall serve upon Seller written notice to correct such default. Should Seller fail to correct such default within five (5) days of receipt of such notice, Buyer may seek specific performance, or any other remedy provided by law or equity against the Seller.
- B. The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Contract has been terminated as provided herein, shall notify the other party of said affidavit and shall, in the event that the other party does not object in writing within five (5) business days, deliver the Earnest Money to the non-defaulting party. In the event that the other party objects within the five (5) day period, the Escrow Agent shall retain the deposit until the parties have reached agreement on the disposition of the Earnest Money or a court of law has ordered the disposition of the same. Escrow Agent shall be entitled to file an interpleader action in the event of dispute regarding the disposition of the Earnest Money (and, upon such interplead, Escrow Agent shall be entitled to recover its court costs and attorney's fees (paid from the Earnest Money so interplead). In the event of litigation necessary to enforce the provisions of this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.

14. **Superseding Effect of Auction Day Announcements.** Buyer acknowledges that the Auctioneer did, prior to calling the auction at which Buyer was the high bidder for the Premises, make "Auction Day Announcements" set forth in full in **Exhibit B** attached hereto and any publicly-made announcements as to acreage of the Premises (and if any other such announcements were made, they do not form a part of this Contract and Buyer has not relied thereon). The Auction Day Announcements so made by Auctioneer shall supersede any inconsistent provision of this Contract.
15. **INCLUSIONS/EXCLUSIONS.** The sale and purchase of the Premises shall also be deemed to include all fixtures as defined by the common law of the State of Kansas or as otherwise documented below or announced in the Auction Day Announcements.
16. **ENTIRETY OF AGREEMENT/APPLICABLE LAW.** This Contract contains the entire agreement between the parties. This Contract shall be interpreted and construed by the laws of the State of Kansas and shall be deemed made wholly within the State of Kansas.
17. **TIME OF THE ESSENCE/NO ASSIGNMENT.** The time for performance of the obligations of the parties expressed in this Contract is of the essence to both parties. Neither party may assign its rights hereunder without the expressed written consent of the other party, which other party may withhold its consent in its sole and absolute discretion.
18. **NOTICES.** All notices required or permitted to be given pursuant to this Contract, in order to be effective, must be mailed, if to Seller, at Seller's address first written above ("Seller's Notice Address"), and, if to Buyer, at Buyer's address first written above ("Buyer's Notice Address"). Said notices shall be transmitted by Certified United States mail addressed to the other party's Notice Address specified above. If either party shall so mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the postal day of mailing.
19. **NO WARRANTIES BY SELLER/DISCLAIMER.** IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE, DOES NOT HEREIN MAKE, AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY RELATING TO THE CONDITION OF THE PREMISES OR TO BUYER'S USE OF THE PREMISES. ANY SUCH REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY VIRTUE OF STATUTE, COMMON LAW, CUSTOM OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER TO THE FULLEST EXTENT PERMITTED BY LAW. BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY INSPECTED AND EXAMINED THE PREMISES (OR HAS HAD A FULL AND ADEQUATE OPPORTUNITY TO DO SO) AND IS RELYING UPON ITS OWN INSPECTION OF THE PREMISES. **BUYER AGREES TO ACCEPT THE PHYSICAL CONDITION OF THE PREMISES "AS IS", "WHERE IS", AND "WITH ALL FAULTS".**
20. **1031 EXCHANGE.** Buyer and Seller acknowledge that either Party may desire to structure this transaction as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code and the regulations and proposed regulations thereunder. The Parties agree to cooperate with each other with respect to structuring this transaction as a Section 1031 exchange, provided all liens against the Premises are fully satisfied as part of the exchange transaction.
21. **OTHER:**

SELLER:

By: _____
By: _____

By: _____
By: _____

Date: 10/22/2026

BUYER:

BY: _____

BY: _____

Date: 10/22/2026

BUYER'S ATTORNEY

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ **Fax:** _____

Email: _____

SAMPLE

EXHIBIT A

(Legal Descriptions)

EXHIBIT B

(Auctioneer's Sale Day Announcements)

EXHIBIT C

(Required Disclosures)

EXHIBIT D

(Associated Contracts)

SAMPLE

SAMPLE AUCTION ANNOUNCEMENTS

Draft auction day announcements. Final announcements will be provided at the auction.

Rush County, Kansas | 1,499+/- Acres | 5 Tracts

EXHIBIT B
(Auction Day Announcements)

1. AUCTION METHOD.

- A. Bidding will remain open on all tracts and combinations until the close of the auction. You may bid on any Tract or combination of Tracts. The Seller and Auction Company reserve the right to stop any person from bidding if there is any question as to the person's credentials, fitness, etc.
- B. Conduct of the Auction and the increments of bidding are at the discretion of the Auctioneer. The Auction Company reserves the right to enter bids on behalf of qualified internet bidders, telephone bidders, proxy bidders and the seller.

2. DILIGENCE.

- A. Auction Company has produced and made available certain third-party documentation. All sketches and dimensions in the marketing and informational materials are approximate. It is the responsibility of each bidder to review this information prior to bidding. Bidders are responsible for conducting their own independent inspections, investigations, inquiries, and due diligence concerning the property.
- B. All information provided is subject to the terms and conditions outlined in the Sale Contract. Announcements made at the auction podium during the time of the sale will take precedence over any previously printed material or other oral statements.
- C. All Tracts and improvements comprising the Property are being sold on an "AS IS, WHERE IS" basis. No warranty or representation, either expressed or implied, concerning the Property or any improvements located thereon is being made by Seller or Auction Company.
- D. Bidding is not conditional upon financing. Bidders assume all responsibility for obtaining financing for the purchase of the property.

3. CONTRACT.

- A. Successful bidders will enter into a Contract for Sale of Real Estate agreement immediately following the auction. Contracts will be prepared and executed in the same manner as the High Bidders are declared. A 5% Buyer's Premium will be added to the High Bid to determine the Total Purchase Price of each contract.
- B. An earnest money deposit of 10% of the Total Purchase Price will be due upon signing the contract. The remainder of the Total Purchase Price will be payable at closing. Closing will take place on Monday, December 07, 2026 or as soon as the required closing documents are available. Possession shall be transferred at the date and time of closing. Security 1st Title will hold the earnest money and facilitate the closing.
- C. The 2026 taxes shall be prorated to the date of closing. Buyer will be responsible for all subsequent taxes. The sale of the Property will include 100% of the Seller's owned mineral interests and 100% of the Seller's owned water interests appurtenant to the Property.
- D. The Seller will furnish the successful Buyer(s) a current Title Commitment and Owner's Insurance Policy in the amount equal to the Total Purchase Price. Seller agrees to convey merchantable title to the Property. Any additional fees charged by the title company/closing agents for handling the closing will be paid half by Seller and half by Buyer.

- E. Acceptance or rejection of any auction bid is subject to approval by the Seller.
- F. The Auction Company and listed Broker are exclusive agents of the Seller.

4. **PROPERTY SPECIFIC.**

- A. As traditional in real estate sales, personal property that is present but not attached to the property will not be included in the sale. However, any personal property that remains after closing will transfer to the buyer.
- B. Tract 4 is enrolled in a Conservation Reserve Program (CRP) with the United States Department of Agriculture (USDA). Payments will be pro-rated to the date of closing. The Buyer will be responsible for assuming the contracts with all of its terms, conditions, and restrictions. The Buyer will hold the Seller harmless from any penalties associated with breaching the contract prior to expiration.
- C. There is a pipeline that connects the Well on Tract 5 to the Tanks on Tract 4. If Tract 4 and Tract 5 sell separate, it will be the responsibility of the Tract 5 Buyer to sever the water source to Tract 4 and it will be the responsibility of the Tract 4 Buyer to find an alternative water source if needed.
- D. The property is currently under active, verbal farming leases until December 31, 2026.
 - (1) The Tenant of Tract 1 and Tract 3 has planted winter wheat. The Buyer will have the option to buy out the crop from the Tenant and immediately accept possession of the property and crop as is or allow the Tenant to harvest the crop in 2027 and receive 1/3 of the crops proceeds.
 - (2) Tract 2, Tract 4 and Tract 5 will be open, and the Buyer(s) will have immediate possession. However, the Buyer(s) will be responsible for reimbursing the Tenants for the previously applied spraying/tillage cost.