

# **160+- Acres in Hamilton County**

## **Information Packet**

160+- Acres in SW $\frac{1}{4}$  of 2-22-43W

**RESULTS REALTY  
RESULTS LAND CO**

Limited Liability Company

**620-465-3499**

[www.ResultsRE.com](http://www.ResultsRE.com)

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# **RESULTS REALTY RESULTS LAND CO**

Limited Liability Company

**620-465-3499**

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## **TRACT INFORMATION**

**Parcel:** 160± Acres in the SW<sup>1</sup>/<sub>4</sub> of S2, T22, R43W in Hamilton County, KS

**FSA BASES & YIELDS:** See Enclosed

**SOIL TYPE:** Web Soil Survey Enclosed

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**AGENCY:** The Broker is acting as agent for the Seller only. In the event of any dispute after the sale, Results Realty auction/Realty's record of final sale shall be conclusive. All information and materials provided by Broker is subject to inspection by all appropriate parties and the Broker assumes no liability for its accuracy, errors, or omissions nor its agents, the Seller or its agents. **Prospective bidders should independently verify any information being materially relied upon in making a purchasing decision.**

**Liquidate damages:** If purchaser chooses not to close within the stated time herein and no written extension has been granted by the Seller, the Purchaser will forfeit all of the deposit. If such action occurs, Results Realty hereby has the right to disperse the deposit as stated in the listing agreement and the purchaser, has no claims to such money or property being sold. Liquidated damages are to cover cost of auction, cost incurred by seller, labor cost, and additional cost of auction as not defined in this agreement. These liquidated damages do not restrict the seller from suing the purchaser for performance damages and/or any additional damages the seller suffers by the default of the purchaser.

**BUYER'S NOTE:** Individual purchases are to be considered as singular transaction not contingent in the sale of the other properties or tracts. Results Realty reserves the right to offer the property in individual tracts, combination of tracts, as a whole or in anyway that we see fit in order for it to bring the most money for the owner. The sale of combinations supersedes the sale of individual tracts. **The decision of the Broker is final. Seller and Results Realty, reserve the right to amend any terms and conditions prior to or during the auction.**

**BIDDER'S DUTY TO INSPECT:** All information published, announced, or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the seller, the broker, or any other person or entity. Personal on site inspection of all property by potential bidders is strongly recommended. All sales are subject to the conditions and terms contained herein. The failure of any bidder to inspect, or to fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money after its opening tender. This includes but is not limited to public information such as easements, restrictions, zoning, rights-of-way, or any other information that can be obtained as public record in the county courthouse or any municipal office concerning subject properties. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced, and/or distributed information. Please note that you are bidding to purchase the Property "As is, Where is" with no guarantee or warranty.

Results Realty is the agent of the seller and their fiduciary duties of loyalty and faithfulness are owed to their client (the Seller).

# RESULTS REALTY

## RESULTS LAND CO

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## NOTICE TO BUYER

The information included herewith is a summary of information available from a number of sources, most of which have not been independently verified. The sources from which the information was gathered are believed to be reliable; however, all information contained within this package is subject to verification by all parties relying on it. No representations or warranties, expressed or implied, as to the accuracy or completeness of the information in this and other advertising materials shall be deemed made, and no legal commitment or obligation shall arise, by reason of this package or its contents.

This summary has been provided for the use of prospective bidders. Buyer must rely on his/her own information, inspection, review of public records and own determination to bid, consulting whatever advisors he/she may feel appropriate.

The property described is being sold in “**AS-IS, WHERE-IS, WITH ALL FAULTS**” condition. Neither Results Realty, Results Land Co., the seller, nor their respective agents make any express or implied warranties of any kind. This listing may be withdrawn and/or modified without notice at any time.

Results Land Co. are Kansas Licensed Real Estate Brokers acting as agents of the Seller.

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## TERMS AND CONDITIONS OF SALE

**ORDER OF SALE:** Final order of sale to be provided prior to the sale.

**RESTRICTIONS:** Subject only to (1) all City, County, and state laws, ordinances and regulations and (2) any easements, encumbrances and restrictions applicable to the Property. Seller is placing no restrictions on the property.

**UTILITIES:** Results Realty/Results Land Co, nor the seller, guarantees the availability of utilities, public or private. This consists of but is not limited to: wells, septic tanks, access to public utilities or any hook up fees therewith. Confirmation of utility availability is the bidder's sole responsibility.

**TAXES:** Seller shall pay taxes prorated to date of closing and all prior years. Purchaser shall pay taxes prorated after closing. Tax amount TBD.

**POSSESSION:** At Closing.

**SURVEY:** See enclosed.

**TITLE/CLOSING COSTS:** Seller and Purchaser shall share equally in the cost of title insurance and escrow closing.

**PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND:** The real property shall be sold subject to conditions, restrictions, right-of-way easements, and reservations, if any, of record, filed and unfiled mechanic's liens, if any, and all other matters of record taking priority, subject to the rights; if any, of tenants-in-possession, and further subject to all conditions announced at the sale; and confirmation of the seller. Announcements made day of auction take precedence over previously printed material and oral statements.

**CLOSING:** Buyer must close on the sale of property within 30 days of signed contract. **TIME IS OF THE ESSENCE:** The entire purchase price must be paid by cashier's or certified check or wired funds at closing. No purchase is contingent on financing. Buyer is entitled to a deed for property upon full payment. Buyers should have all tests and inspections completed prior to the date that the sealed bids are due. Only the Contract for Sale of Real Estate shall set forth Seller's obligations to the successful Bidder.

**ADDITION OR WITHDRAWAL FROM SALE; CONDITION OF SALE:** Property selling subject to motivated seller's confirmation. The Broker reserves the right to cancel the auction up to the time prior to the final due date of bidding. If a subsequent survey by the purchaser shows a greater or lesser number of acres or square footage this will not affect the purchase or purchase price.


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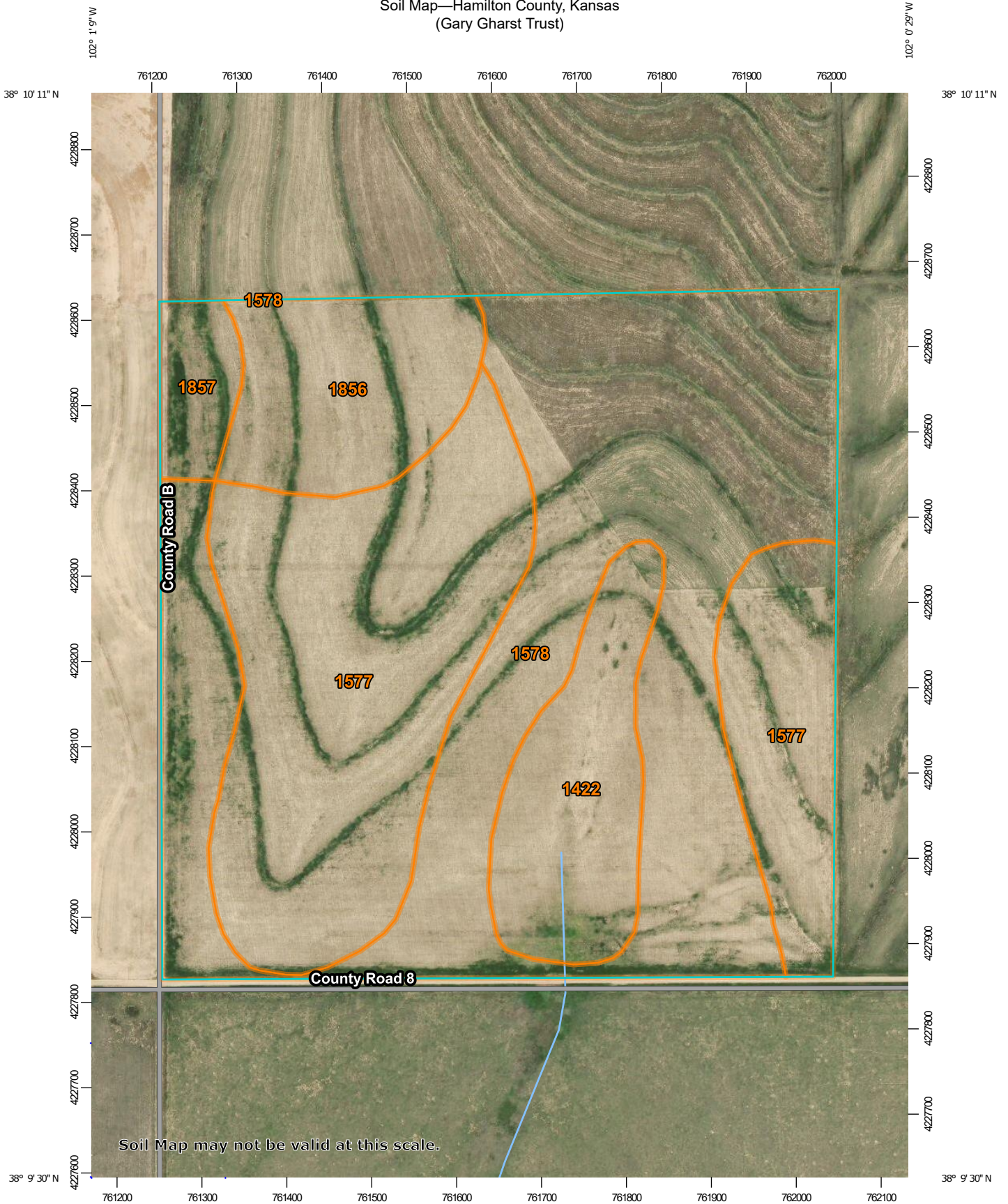
 Boundary



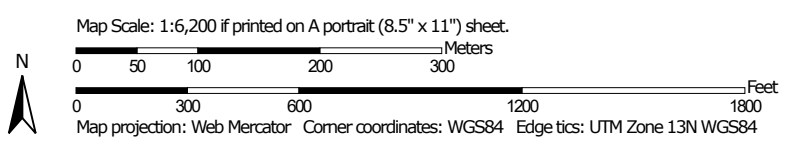
-  Boundary
-  100 Year Floodplain
-  500 Year Floodplain
-  Floodway
-  Special
-  Unmapped/ Not Included



Soil Map—Hamilton County, Kansas  
(Gary Gharst Trust)




Soil Map may not be valid at this scale.





## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hamilton County, Kansas

Survey Area Data: Version 17, Jun 11, 2020

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

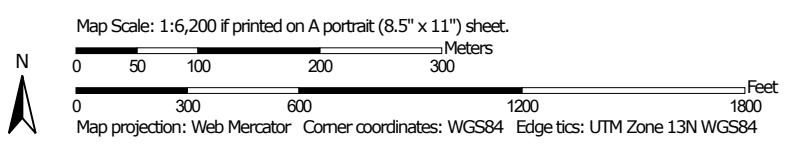
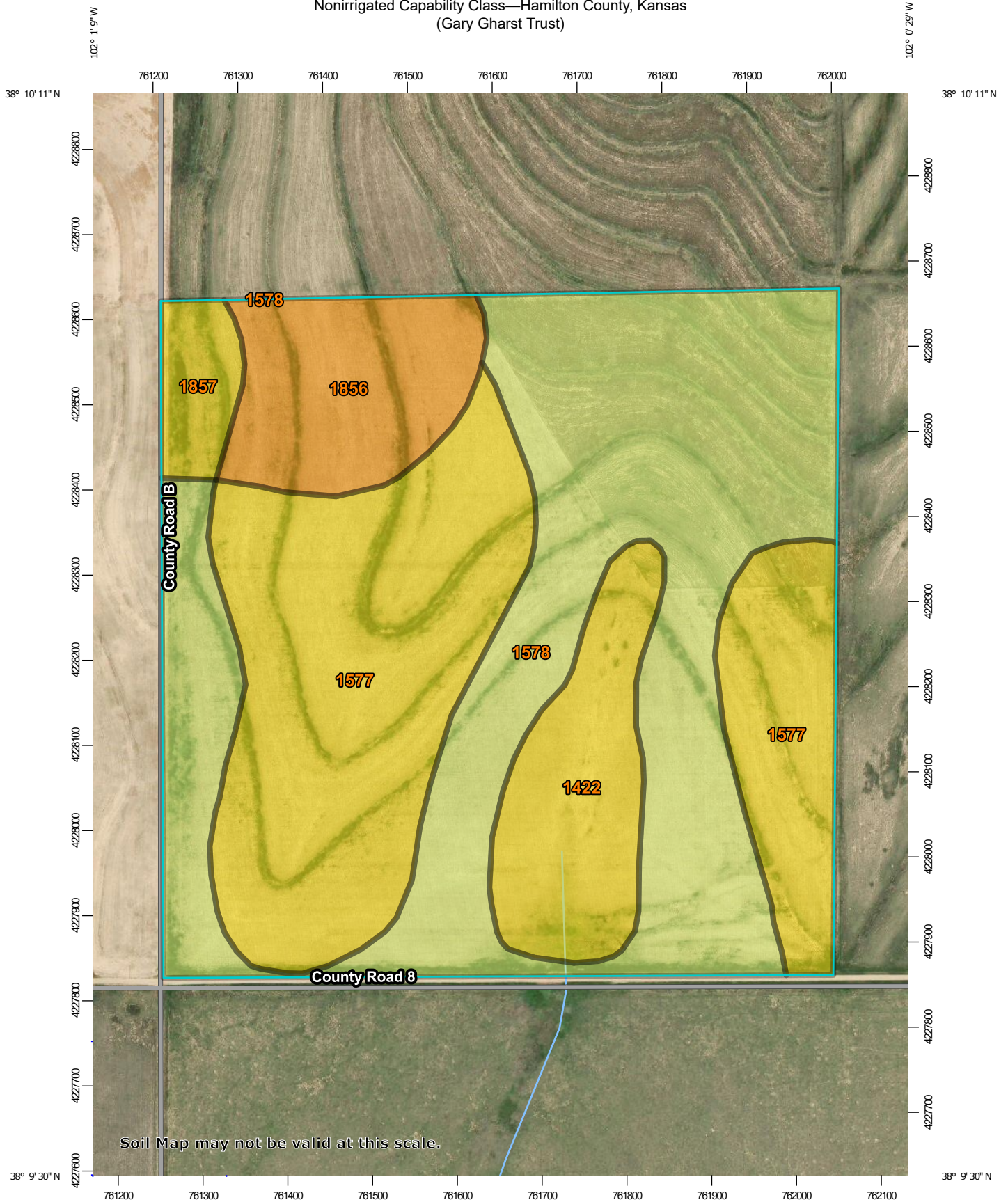
Date(s) aerial images were photographed: Sep 18, 2015—Oct 5, 2017

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

## Map Unit Legend


Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1422	Goshen silt loam, rarely flooded	15.3	9.7%
1577	Colby silt loam, 0 to 1 percent slopes	54.8	34.7%
1578	Colby silt loam, 1 to 3 percent slopes	68.4	43.3%
1856	Ulysses silt loam, 0 to 1 percent slopes	14.9	9.4%
1857	Ulysses silt loam, 1 to 3 percent slopes	4.5	2.8%
<b>Totals for Area of Interest</b>		<b>157.8</b>	<b>100.0%</b>

Nonirrigated Capability Class—Hamilton County, Kansas  
(Gary Gharst Trust)












## MAP LEGEND

### Area of Interest (AOI)










 Area of Interest (AOI)

### Soils



#### Soil Rating Polygons








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

#### Soil Rating Lines


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

#### Soil Rating Points






-  Capability Class - I
-  Capability Class - II

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

### Water Features

 Streams and Canals

### Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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

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

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

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hamilton County, Kansas  
Survey Area Data: Version 17, Jun 11, 2020

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

Date(s) aerial images were photographed: Sep 18, 2015—Oct 5, 2017

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

## Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1422	Goshen silt loam, rarely flooded	3	15.3	9.7%
1577	Colby silt loam, 0 to 1 percent slopes	3	54.8	34.7%
1578	Colby silt loam, 1 to 3 percent slopes	4	68.4	43.3%
1856	Ulysses silt loam, 0 to 1 percent slopes	2	14.9	9.4%
1857	Ulysses silt loam, 1 to 3 percent slopes	3	4.5	2.8%
<b>Totals for Area of Interest</b>			<b>157.8</b>	<b>100.0%</b>

## Description

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

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

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

Class 1 soils have few limitations that restrict their use.

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

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

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

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

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

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

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

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher



- Interest thru 10/19/2020

Loan Co

Yr 2019 Stmt 2628 R/E

0610200000050300000

GHARST, GARY T TR

S02, T22, R43W, ACRES 158, SW4 LCRR

3100 NW 43RD ST

TOPEKA KS 66618

Acreage: 158.00

T/U	020	City/Twp	11	Sub Div:		USD	494
Levy	188.096	Sec:	02	Twp	22	Blk:	
Land	2040	I	mpr				
					00000	COUNTY RD 67878	

Typ	Rec Num	Date	Tax	Int/Fee	Gen Tax	383.72
CUR *	03 001316	12/06/2019	383.72		Specials	
					Total Tax	383.72
					ADV Paid	
					Rec To-Dt	383.72
					Balance	
					Int To-Dt	
					Fees	
					Total Due:	

\*=Posted to Distribution File

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

**COMMITMENT TO ISSUE POLICY**

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

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

**First American Title Insurance Company**



Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements; and
- (f) Schedule B, Part II - Exceptions.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.*

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.*

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First American Title™

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Crystal Loder  
Issuing Office: Frazee Abstract & Title, Inc  
Issuing Office's ALTA® Registry ID: 1026923  
Loan ID No.:  
Commitment No.: 20-0680-1  
Issuing Office File No.: 20-0680  
Property Address: SW/4 2-22-43, Hamilton County, KS 67878

### SCHEDULE A


1. Commitment Date: October 14, 2020 at 08:00 AM
2. Policy to be issued:
  - (a)  ALTA Owners Policy (06/17/06)  
Proposed Insured: TBD  
Proposed Policy Amount: \$10.00
3. The estate or interest in the Land described or referred to in this Commitment is  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Gary T. Gharst Trust UTD April 9, 2012
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.*

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	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A (Continued)</b>	

File No.: 20-0680

**LEGAL DESCRIPTION**

The Land referred to in this policy is described as follows:

The Southwest Quarter (SW/4) of Section Two (2), Township Twenty-two (22) South, Range Forty-three (43) West of the Sixth Principal Meridian, Hamilton County, Kansas.

Except the coal, oil, gas and other minerals underlying the surface of said land and all right and easements in favor of the estate of said coal, oil, gas and other minerals.

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	<b>20-0680-1</b>

Commitment No.: 20-0680-1

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Gary T. Gharst Trust UTD April 9, 2012 to TBD.
5. Provide a properly executed Owner's Affidavit, to be completed at closing.
6. Provide a certified copy of the Trust Agreement of the Gary T Gharst Trust, UTD April 9, 2012 and all amendments thereto. In lieu thereof, the Company will consider a Certification of Trust in compliance with KSA 58a-1013 but reserves the right to require specific sections of the Trust Agreement if deemed necessary.

**WE RESERVE THE RIGHT TO MAKE SUCH ADDITIONAL REQUIREMENTS AS MAY BE NECESSARY AFTER COMPLIANCE WITH THE PRECEDING PARAGRAPHS.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.*

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## SCHEDULE B, PART II

### Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. 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, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. General taxes and special assessments for the year 2020 and thereafter.

2019 Real Estate Taxes in the amount of \$383.72 are shown paid in full.

### SPECIAL EXCEPTIONS

8. Rights of way and easements for roadways, streets and highways.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. 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.
11. Terms and provisions of Right of Way Easement dated July 2, 1960, in favor of The Pioneer Telephone Association, Inc., covering SW/4 2-22-43, recorded July 23, 1996 in Book 56M Page 122.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.*

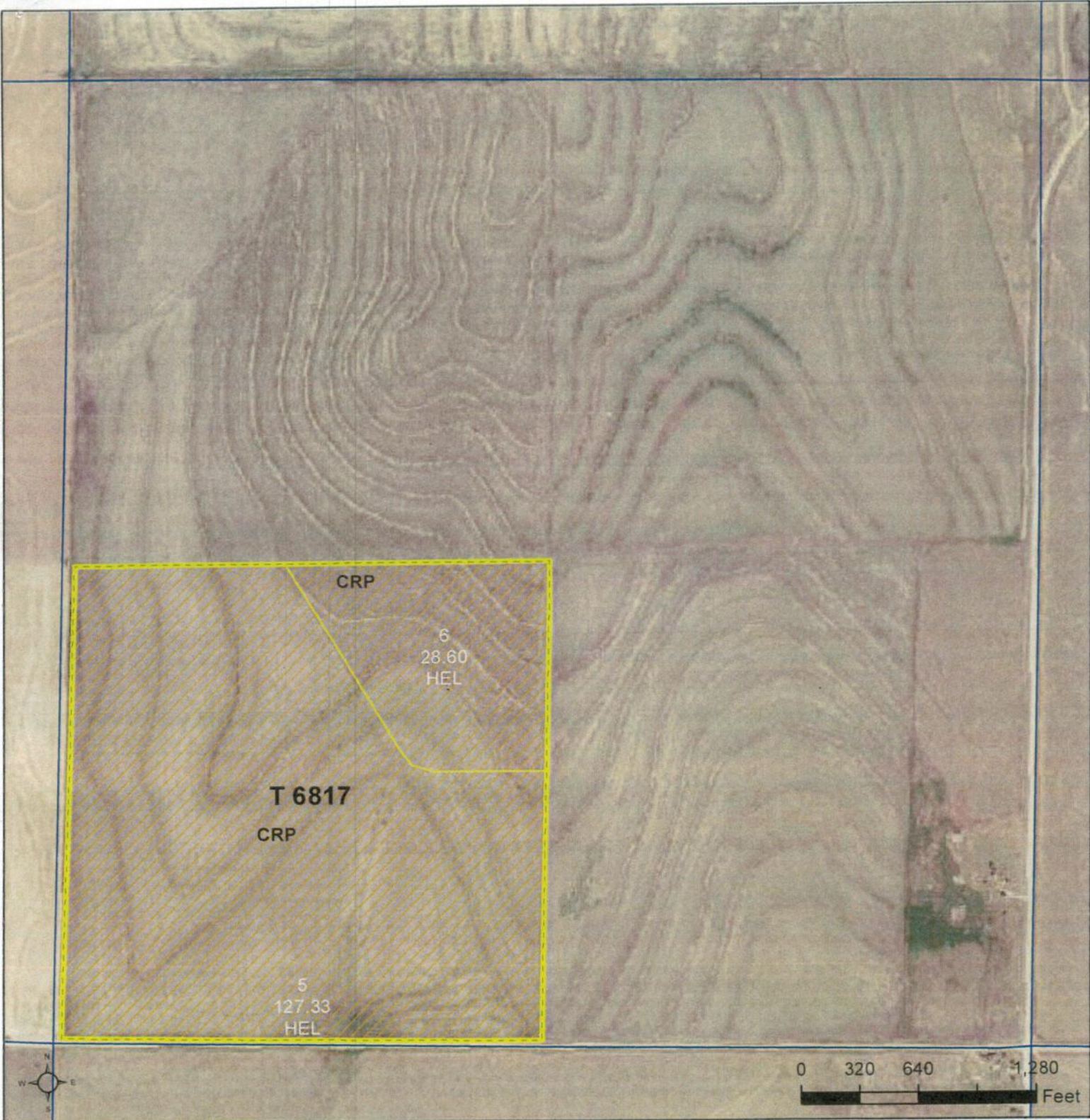
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AMERICAN  
LAND TITLE  
ASSOCIATION







**Common Land Unit**

- Tract Boundary
- PLSS
- Cropland
- CRP

**Wetland Determination Identifiers**

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

Unless noted on field:

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

Tract Cropland Total: 155.93 acres

2020 Program Year  
Map Created August 29, 2019

**Farm 3262**  
**Tract 6817**  
**2-22-43**

Displayed over 2019 NAIP

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 presented by USDA National Wetlands Inventory (NWI).

Kansas  
Hamilton

U.S. Department of Agriculture

Prepared: 10/14/20 3:59 PM

Farm Service Agency

Crop Year: 2021

Abbreviated 156 Farm Record

Page: 1 of 2

Report ID: FSA-156EZ

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name: GENE JR & DONNA MORITZ JV  
Farm Identifier: div of #3158  
Recon Number: 2010 - 53

Farms Associated with Operator:  
1778, 3238, 3452, 3453

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): 11027, 10097F

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
155.93	155.93	155.93	0.0	0.0	0.0	155.93	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	0.0	0.0	0.0					

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	0.0	0	14.60
GRAIN SORGHUM	0.0	0	9.20
BARLEY	0.0	0	0.60

Tract Number: 6817 Description SW/4 2 22 43

FSA Physical Location: Hamilton, KS

ANSI Physical Location: Hamilton, KS

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Recon Number

Wetland Status: Wetland determinations not complete

2010 - 52

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
155.93	155.93	155.93	0.0	0.0	0.0	155.93	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	0.0	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	0.0	0	14.60
GRAIN SORGHUM	0.0	0	9.20
BARLEY	0.0	0	0.60

Owners: GARY T GHARST TRUST

Other Producers: MORITZ, EUGENE FRANCIS JR

MORITZ, DONNA KAYE

<b>CRP-1</b> (07-06-20)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION <p style="text-align: center;">20 075</p>	2. SIGN-UP NUMBER <p style="text-align: center;">48</p>
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>		3. CONTRACT NUMBER <p style="text-align: center;">11027</p>	4. ACRES FOR ENROLLMENT <p style="text-align: center;">127.33</p>

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) HAMILTON COUNTY FARM SERVICE AGENCY PO BOX 609 207 NORTH BARTON SYRACUSE, KS67878-0609	6. TRACT NUMBER <p style="text-align: center;">6817</p>	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) <p style="text-align: center;">05-01-2016 09-30-2030</p>
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (620) 384-6955	8. SIGNUP TYPE: SAFE - KS Lesser Prairie-Chicken	

**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	\$ 43.36	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 5,521.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	6817	1	CP38E-2	127.33	\$ 7,003.00
(Item 9C is applicable only when the first year payment is prorated.)						

**11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)**

(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	(5) DATE (MM-DD-YYYY)
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	20.00 %			
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	80.00 %			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			

<b>12. CCC USE ONLY</b>	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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**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](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) 32-9992. 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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

<b>CRP-1</b> (07-06-20)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 20 075	2. SIGN-UP NUMBER 41
		3. CONTRACT NUMBER 10097F	4. ACRES FOR ENROLLMENT 28.60

### CONSERVATION RESERVE PROGRAM CONTRACT

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) HAMILTON COUNTY FARM SERVICE AGENCY PO BOX 609 207 NORTH BARTON SYRACUSE, KS67878-0609	6. TRACT NUMBER 6817	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2011 TO: (MM-DD-YYYY) 09-30-2021
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (620) 384-6955	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 \$ 32.70	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment \$ 935.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment \$	6817	0006	CP2	28.60	\$ 601.00
(Item 9C is applicable only when the first year payment is prorated.)					

### 11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(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	(5) DATE (MM-DD-YYYY)
	100.00 %			
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	%			

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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