

TRACT No. 1  
46.577 acres

THE STATE OF KANSAS  
WARRANTY DEED  
BOOK 326 PAGE 261

TRACT No. 3  
20.339 acres

THE STATE OF KANSAS  
WARRANTY DEED  
BOOK 326 PAGE 261

TRACT No. 2  
36.996 acres

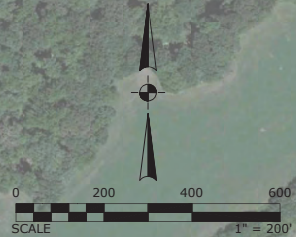
PILLSBURY CROSSING LAKE

DEEP CREEK

TRACT No. 2

THE STATE OF KANSAS  
WARRANTY DEED  
BOOK 326 PAGE 261

TRACT No. 2



KANSAS STATE UNIVERSITY  
PILLSBURY CROSSING AREA  
SECTION 5, T-11-S, R-9-E



**DESCRIPTION – TRACT ONE:**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 11 SOUTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY TERRY FORCE, LS-811 ON FEBRUARY 7, 2024 AS FOLLOWS:

BEGINNING AT A ¾" IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE EASTERLY ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 47 MINUTES 43 SECONDS EAST A DISTANCE OF 369.78 FEET TO A ¾" IRON BAR AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 9 EAST; THENCE CONTINUING EASTERLY ON SAID NORTH LINE ON A BEARING OF SOUTH 89 DEGREES 42 MINUTES 28 SECONDS EAST A DISTANCE OF 803.89 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP AT THE NORTHWESTERLY CORNER OF A TRACT OF LAND DEEDED TO THE STATE OF KANSAS DESCRIBED IN A WARRANTY DEED FOUND IN THE RILEY COUNTY REGISTER OF DEEDS' OFFICE IN BOOK 326 ON PAGE 261; THENCE LEAVING SAID NORTH LINE SOUTHERLY TRAVERSING THE BOUNDARY OF SAID STATE OF KANSAS TRACT THE FOLLOWING COURSES: FIRST, ON A BEARING OF SOUTH 04 DEGREES 54 MINUTES 43 SECONDS EAST A DISTANCE OF 526.91 FEET TO A ½" IRON BAR; THENCE SOUTHERLY ON A BEARING OF SOUTH 25 DEGREES 31 MINUTES 41 SECONDS WEST A DISTANCE OF 367.50 FEET TO A ½" IRON BAR; THENCE SOUTHERLY ON A BEARING OF SOUTH 20 DEGREES 36 MINUTES 58 SECONDS EAST A DISTANCE OF 214.74 FEET TO A ½" IRON BAR; THENCE SOUTHEASTERLY ON A BEARING OF SOUTH 52 DEGREES 47 MINUTES 09 SECONDS EAST A DISTANCE OF 187.99 FEET TO A ½" IRON BAR; THENCE SOUTHERLY ON A BEARING OF SOUTH 16 DEGREES 35 MINUTES 58 SECONDS WEST A DISTANCE OF 111.27 FEET TO A ½" IRON BAR; THENCE WESTERLY ON A BEARING OF NORTH 76 DEGREES 24 MINUTES 09 SECONDS WEST A DISTANCE OF 180.22 FEET TO A ½" IRON BAR; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 65 DEGREES 56 MINUTES 40 SECONDS WEST A DISTANCE OF 140.43 FEET TO A ½" IRON BAR; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 41 DEGREES 38 MINUTES 00 SECONDS WEST A DISTANCE OF 122.11 FEET TO A ½" IRON BAR; THENCE SOUTHERLY ON A BEARING OF SOUTH 06 DEGREES 33 MINUTES 28 SECONDS WEST A DISTANCE OF 231.48 FEET TO A ½" IRON BAR; THENCE SOUTHEASTERLY ON A BEARING OF SOUTH 41 DEGREES 59 MINUTES 26 SECONDS EAST A DISTANCE OF 476.94 FEET TO A ½" IRON BAR; THENCE SOUTHERLY ON A BEARING OF SOUTH 22 DEGREES 32 MINUTES 49 SECONDS WEST A DISTANCE OF 143.33 FEET TO A ½" IRON BAR; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 65 DEGREES 04 MINUTES 05 SECONDS WEST A DISTANCE OF 154.30 FEET TO A ½" IRON BAR; THENCE WESTERLY ON A BEARING OF NORTH 86 DEGREES 39 MINUTES 13 SECONDS WEST A DISTANCE OF 175.72 FEET TO A ½" IRON BAR; THENCE NORTHWESTERLY ON A BEARING OF NORTH 48 DEGREES 26 MINUTES 01 SECOND WEST A DISTANCE OF 508.64 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP; THENCE NORTHWESTERLY ON A BEARING OF NORTH 58 DEGREES 41 MINUTES 11 SECONDS WEST A DISTANCE OF 153.83 FEET TO A ½" IRON BAR; THENCE NORTHERLY ON A BEARING OF NORTH 08 DEGREES 33 MINUTES 06 SECONDS WEST A DISTANCE OF 373.34 FEET TO A ½" IRON BAR; THENCE NORTHWESTERLY ON A BEARING OF NORTH 33 DEGREES 17 MINUTES 30 SECONDS WEST A DISTANCE OF 126.67 FEET TO A ½" IRON BAR; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 74 DEGREES 51 MINUTES 33 SECONDS WEST A DISTANCE OF 181.85 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE LEAVING SAID STATE OF KANSAS TRACT NORTHERLY ON SAID WEST LINE ON A BEARING OF NORTH 00 DEGREES 54 MINUTES 23 SECONDS EAST A DISTANCE OF 1316.24 FEET TO THE POINT OF BEGINNING, CONTAINING 46.577 ACRES, SUBJECT TO THE RIGHT OF WAY OF PILLSBURY CROSSING ROAD ON THE NORTH SIDE THEREOF AND SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

**DESCRIPTION – TRACT TWO:**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 SOUTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY TERRY FORCE, LS-811 ON FEBRUARY 7, 2024 AS FOLLOWS:

COMMENCING AT A ½" IRON BAR AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (WEST QUARTER CORNER) OF SAID SECTION 5; THENCE EASTERLY ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 35 MINUTES 09 SECONDS EAST A DISTANCE OF 376.79 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP AT THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A TRACT OF LAND DEEDED TO THE STATE OF KANSAS DESCRIBED IN A WARRANTY DEED FOUND IN THE RILEY COUNTY REGISTER OF DEEDS' OFFICE IN BOOK 326 ON PAGE 261; THENCE EASTERLY ON SAID SOUTH LINE ON A BEARING OF SOUTH 89 DEGREES 35 MINUTES 09 SECONDS EAST A DISTANCE OF 932.28 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE NORTHERLY ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 5 ON A BEARING OF NORTH 00 DEGREES 45 MINUTES 30 SECONDS EAST A DISTANCE OF 247.50 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP; THENCE LEAVING SAID EAST LINE EASTERLY ON A BEARING OF SOUTH 89 DEGREES 35 MINUTES 10 SECONDS EAST A DISTANCE OF 292.40 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP IN THE MIDDLE OF PILLSBURY CROSSING LANE BEING A POINT ON THE WESTERLY LINE OF A TRACT OF LAND DEEDED TO STEVEN W. ECKHOFF AND SHARON E. ECKHOFF DESCRIBED IN A JOINT TENANCY WARRANTY DEED FOUND IN THE RILEY COUNTY REGISTER OF DEEDS' OFFICE IN BOOK 849 ON PAGE 7574; THENCE NORTHERLY IN THE MIDDLE OF PILLSBURY CROSSING LANE BEING THE WESTERLY LINE OF SAID ECKHOFF TRACT ON A BEARING OF NORTH 09 DEGREES 09 MINUTES 10 SECONDS EAST A DISTANCE OF 82.16 FEET TO A CAPPED IRON BAR AT THE NORTHWESTERLY CORNER OF SAID ECKHOFF TRACT; THENCE CONTINUING NORTHERLY IN THE MIDDLE OF PILLSBURY CROSSING LANE ON A BEARING OF NORTH 08 DEGREES 21 MINUTES 55 SECONDS EAST A DISTANCE OF 689.63 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP; THENCE CONTINUING NORTHERLY IN THE MIDDLE OF PILLSBURY CROSSING LANE ON A BEARING OF NORTH 17 DEGREES 05 MINUTES 21 SECONDS EAST A DISTANCE OF 30.16 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP AT THE NORTHWESTERLY CORNER OF A TRACT OF LAND DEEDED TO THE THOMAS E. KIMBALL REVOCABLE TRUST DATED AUGUST 26, 2011 AND THE JUDY R. KIMBALL REVOCABLE TRUST DATED AUGUST 26, 2011 DESCRIBED IN A QUIT-CLAIM DEED FOUND IN THE RILEY COUNTY REGISTER OF DEEDS' OFFICE IN BOOK 846 ON PAGE 7888; THENCE LEAVING THE MIDDLE OF PILLSBURY CROSSING LANE NORTHEASTERLY ON THE NORTH LINE OF SAID KIMBALL TRACT ON A BEARING OF NORTH 75 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 1310.76 FEET TO AN UNMARKED POINT AT A CORNER OF SAID STATE OF KANSAS TRACT; THENCE TRAVERSING THE BOUNDARY NORTHWESTERLY THE FOLLOWING COURSES: FIRST, ON A BEARING OF NORTH 58 DEGREES 24 MINUTES 03 SECONDS WEST A DISTANCE OF 284.57 FEET TO AN UNMARKED POINT; THENCE NORTHWESTERLY ON A BEARING OF NORTH 34 DEGREES 42 MINUTES 01 SECOND WEST A DISTANCE OF 171.70 FEET TO A ½" IRON BAR; THENCE NORTHERLY ON A BEARING OF NORTH 20 DEGREES 19 MINUTES 27 SECONDS EAST A DISTANCE OF 226.93 FEET TO A 5/8" IRON BAR; THENCE NORTHERLY ON A BEARING OF NORTH 13 DEGREES 57 MINUTES 16 SECONDS WEST A DISTANCE OF 140.25 FEET TO A ½" IRON BAR; THENCE NORTHWESTERLY ON A BEARING OF NORTH 67 DEGREES 36 MINUTES 03 SECONDS WEST A DISTANCE OF 283.93 FEET TO A ½" IRON BAR; THENCE NORTHERLY ON A BEARING OF NORTH 27 DEGREES 28 MINUTES 15 SECONDS WEST A DISTANCE OF 218.82 FEET TO A ½" IRON BAR; THENCE NORTHWESTERLY ON A BEARING OF NORTH 60 DEGREES 54 MINUTES 10 SECONDS WEST A DISTANCE OF 191.62 FEET TO A ½" IRON BAR; THENCE NORTHWESTERLY ON A BEARING OF NORTH 68 DEGREES 26 MINUTES 00 SECONDS WEST A DISTANCE OF 153.35 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 67 DEGREES 01 MINUTE 31 SECONDS WEST A DISTANCE OF 116.43 FEET TO A ½" IRON

BAR; THENCE SOUTHERLY ON A BEARING OF  
SOUTH 00 DEGREES 13 MINUTES 47 SECONDS EAST A DISTANCE OF 253.11 FEET TO A ½" IRON  
BAR; THENCE SOUTHERLY ON A BEARING OF  
SOUTH 07 DEGREES 49 MINUTES 09 SECONDS EAST A DISTANCE OF 227.71 FEET TO A ½" IRON  
BAR; THENCE SOUTHERLY ON A BEARING OF  
SOUTH 13 DEGREES 18 MINUTES 50 SECONDS WEST A DISTANCE OF 817.48 FEET TO A 5/8" IRON  
BAR; THENCE WESTERLY ON A BEARING OF  
SOUTH 83 DEGREES 02 MINUTES 58 SECONDS WEST A DISTANCE OF 371.30 FEET TO A 5/8" IRON  
BAR; THENCE WESTERLY ON A BEARING OF  
NORTH 76 DEGREES 14 MINUTES 50 SECONDS WEST A DISTANCE OF 284.44 FEET TO A ½" IRON  
BAR; THENCE SOUTHERLY ON A BEARING OF  
SOUTH 09 DEGREES 39 MINUTES 24 SECONDS WEST A DISTANCE OF 113.58 FEET TO A ½" IRON  
BAR; THENCE SOUTHEASTERLY ON A BEARING OF  
SOUTH 34 DEGREES 37 MINUTES 52 SECONDS EAST A DISTANCE OF 286.84 FEET TO A ½" IRON  
BAR; THENCE SOUTHERLY ON A BEARING OF  
SOUTH 26 DEGREES 28 MINUTES 00 SECONDS EAST A DISTANCE OF 161.53 FEET TO A 5/8" IRON  
BAR; THENCE SOUTHERLY ON A BEARING OF  
SOUTH 06 DEGREES 58 MINUTES 34 SECONDS WEST A DISTANCE OF 172.99 FEET TO A 5/8" IRON  
BAR WITH A PLASTIC CAP; THENCE SOUTHWESTERLY ON A BEARING OF  
SOUTH 33 DEGREES 20 MINUTES 33 SECONDS WEST A DISTANCE OF 146.26 FEET TO A ½" IRON  
BAR; THENCE SOUTHWESTERLY ON A BEARING OF  
SOUTH 55 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 155.75 FEET TO A ½" IRON  
BAR; THENCE SOUTHWESTERLY ON A BEARING OF  
SOUTH 78 DEGREES 29 MINUTES 02 SECONDS WEST A DISTANCE OF 205.61 FEET TO A 5/8" IRON  
BAR; THENCE WESTERLY ON A BEARING OF  
NORTH 89 DEGREES 06 MINUTES 42 SECONDS WEST A DISTANCE OF 302.14 FEET TO A 5/8" IRON  
BAR; THENCE NORTHERLY ON A BEARING OF  
NORTH 16 DEGREES 24 MINUTES 33 SECONDS EAST A DISTANCE OF 120.95 FEET TO A ½" IRON  
BAR; THENCE NORTHWESTERLY ON A BEARING OF  
NORTH 51 DEGREES 13 MINUTES 29 SECONDS WEST A DISTANCE OF 212.54 FEET TO A 5/8" IRON  
BAR; THENCE SOUTHWESTERLY ON A BEARING OF  
SOUTH 46 DEGREES 45 MINUTES 54 SECONDS WEST A DISTANCE OF 140.67 FEET TO A ½" IRON  
BAR; THENCE SOUTHERLY ON A BEARING OF  
SOUTH 28 DEGREES 25 MINUTES 01 SECOND EAST A DISTANCE OF 137.63 FEET TO A ½" IRON  
BAR; THENCE SOUTHERLY ON A BEARING OF  
SOUTH 10 DEGREES 38 MINUTES 06 SECONDS WEST A DISTANCE OF 289.77 FEET TO THE POINT  
OF BEGINNING, CONTAINING 36.996 ACRES, SUBJECT TO THE RIGHT OF WAY OF PILLSBURY  
CROSSING LANE AND SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF  
RECORD.

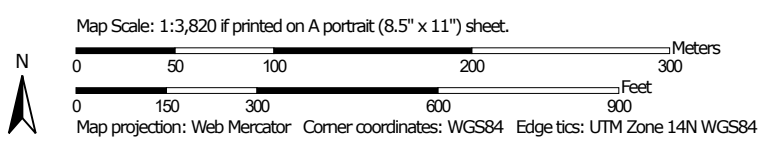
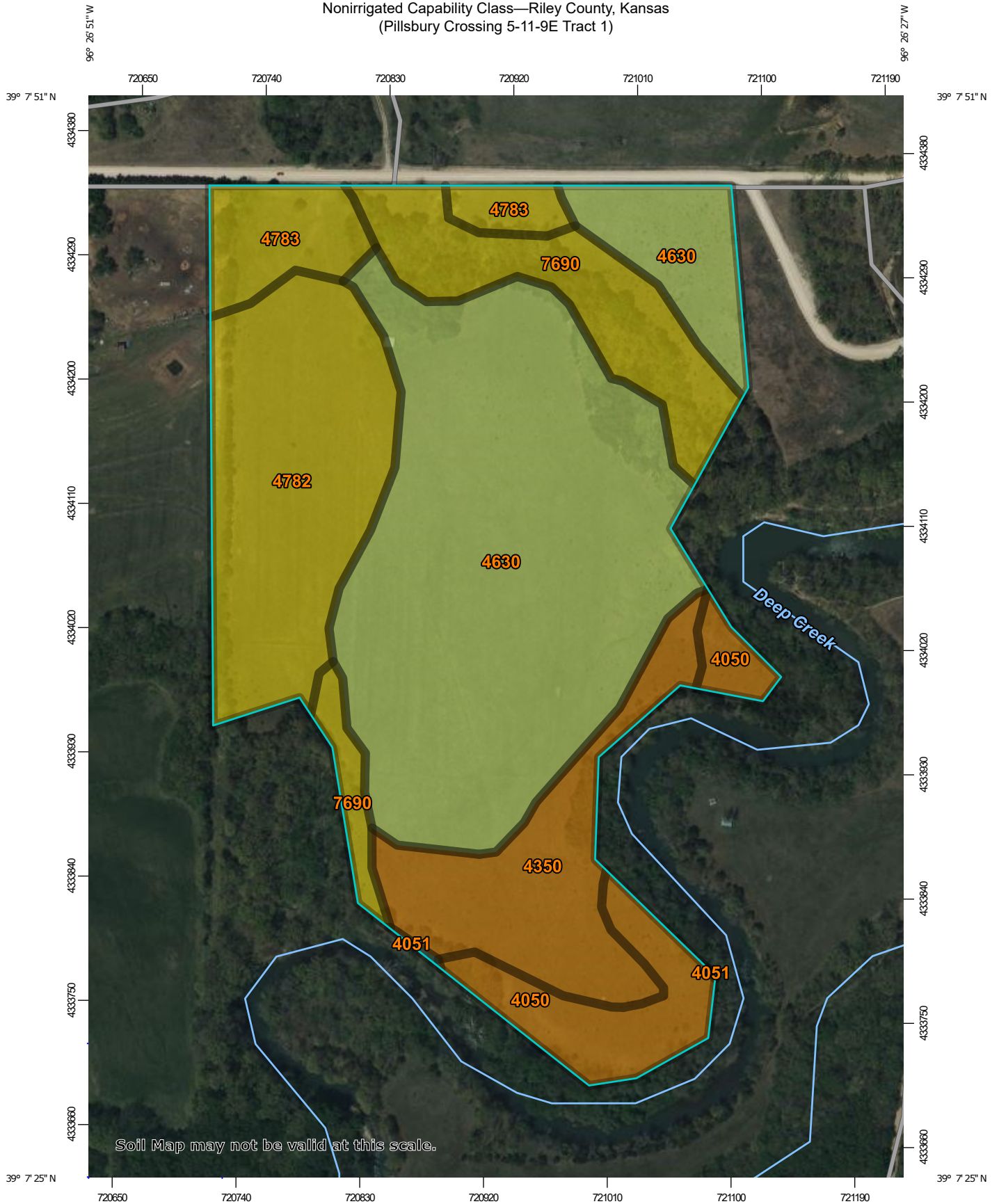
**DESCRIPTION – TRACT THREE:**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 SOUTH, RANGE 9 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY TERRY FORCE, LS-811 ON FEBRUARY 7, 2024 AS FOLLOWS:

BEGINNING AT A 5/8" IRON BAR WITH A PLASTIC CAP AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NORTH QUARTER CORNER) OF SAID SECTION 5; THENCE WESTERLY ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 ON AN ASSUMED BEARING OF  
NORTH 89 DEGREES 42 MINUTES 28 SECONDS WEST A DISTANCE OF 182.97 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP AT THE NORTHEASTERLY CORNER OF A TRACT OF LAND DEEDED TO THE STATE OF KANSAS DESCRIBED IN A WARRANTY DEED FOUND IN THE RILEY COUNTY REGISTER OF DEEDS' OFFICE IN BOOK 326 ON PAGE 261; THENCE LEAVING SAID NORTH LINE SOUTHEASTERLY TRAVERSING THE BOUNDARY OF SAID STATE OF KANSAS TRACT THE FOLLOWING COURSES: FIRST, ON A BEARING OF  
SOUTH 33 DEGREES 55 MINUTES 25 SECONDS EAST A DISTANCE OF 270.58 FEET TO A ½" IRON BAR; THENCE EASTERLY ON A BEARING OF  
SOUTH 85 DEGREES 07 MINUTES 44 SECONDS EAST A DISTANCE OF 208.61 FEET TO A ¾" IRON BAR; THENCE SOUTHERLY ON A BEARING OF

SOUTH 08 DEGREES 39 MINUTES 57 SECONDS EAST A DISTANCE OF 104.56 FEET TO A ½" IRON BAR; THENCE SOUTHEASTERLY ON A BEARING OF  
SOUTH 50 DEGREES 57 MINUTES 52 SECONDS EAST A DISTANCE OF 104.13 FEET TO A ½" IRON BAR; THENCE EASTERLY ON A BEARING OF  
SOUTH 80 DEGREES 31 MINUTES 33 SECONDS EAST A DISTANCE OF 160.85 FEET TO A ½" IRON BAR; THENCE SOUTHEASTERLY ON A BEARING OF  
SOUTH 32 DEGREES 17 MINUTES 33 SECONDS EAST A DISTANCE OF 231.19 FEET TO A ½" IRON BAR; THENCE SOUTHEASTERLY ON A BEARING OF  
SOUTH 73 DEGREES 07 MINUTES 40 SECONDS EAST A DISTANCE OF 237.20 FEET TO AN UNMARKED POINT; THENCE SOUTHEASTERLY ON A BEARING OF  
SOUTH 63 DEGREES 06 MINUTES 40 SECONDS EAST A DISTANCE OF 204.04 FEET TO A ½" IRON BAR; THENCE SOUTHEASTERLY ON A BEARING OF  
SOUTH 32 DEGREES 25 MINUTES 31 SECONDS EAST A DISTANCE OF 633.31 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE NORTHERLY ON SAID EAST LINE ON A BEARING OF  
NORTH 00 DEGREES 36 MINUTES 52 SECONDS EAST A DISTANCE OF 1321.16 FEET TO A 5/8" IRON BAR WITH A PLASTIC CAP AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE WESTERLY ON THE NORTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 5 ON A BEARING OF  
NORTH 89 DEGREES 42 MINUTES 15 SECONDS WEST A DISTANCE OF 922.42 FEET TO A CAPPED IRON BAR AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SOUTH QUARTER CORNER) OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 9 EAST; THENCE CONTINUING WESTERLY ON SAID NORTH LINE ON A BEARING OF  
NORTH 89 DEGREES 42 MINUTES 28 SECONDS WEST A DISTANCE OF 395.01 FEET TO THE POINT OF BEGINNING CONTAINING 20.339 ACRES, SUBJECT TO THE RIGHT OF WAY OF PILLSBURY CROSSING ROAD ON THE NORTH SIDE THEREOF AND SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

Nonirrigated Capability Class—Riley County, Kansas  
(Pillsbury Crossing 5-11-9E Tract 1)



Nonirrigated Capability Class—Riley County, Kansas  
(Pillsbury Crossing 5-11-9E Tract 1)










### 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: Riley County, Kansas  
Survey Area Data: Version 23, Sep 12, 2023

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

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

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



## Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4050	Ivan and Kennebec silt loams, occasionally flooded	2	3.5	7.4%
4051	Ivan silt loam, channeled	5	0.0	0.1%
4350	Chase silty clay loam, rarely flooded	2	5.4	11.5%
4630	Dwight-Irwin complex, 1 to 3 percent slopes, eroded	4	21.6	46.0%
4782	Tully silty clay loam, 1 to 3 percent slopes, eroded	3	8.4	18.0%
4783	Tully silty clay loam, 3 to 7 percent slopes	3	2.8	5.9%
7690	Wymore-Kennebec complex, 0 to 17 percent slopes	3	5.3	11.2%
<b>Totals for Area of Interest</b>			<b>47.0</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.

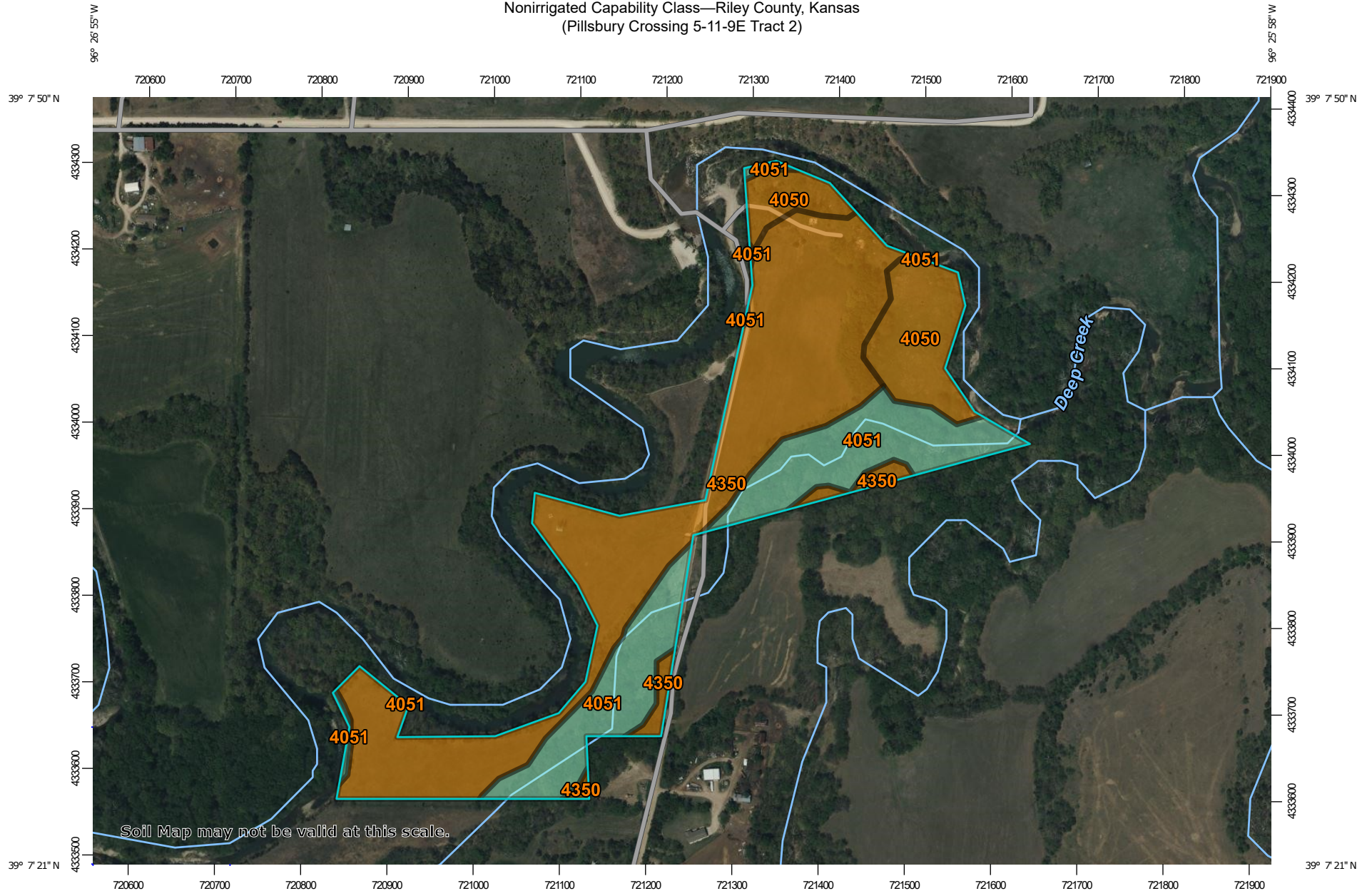
Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

Nonirrigated Capability Class—Riley County, Kansas  
(Pillsbury Crossing 5-11-9E Tract 2)



Soil Map may not be valid at this scale.

Map Scale: 1:6,250 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

Nonirrigated Capability Class—Riley County, Kansas  
(Pillsbury Crossing 5-11-9E Tract 2)










## 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.

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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: Riley County, Kansas  
Survey Area Data: Version 23, Sep 12, 2023

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

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

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

## Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4050	Ivan and Kennebec silt loams, occasionally flooded	2	5.3	14.5%
4051	Ivan silt loam, channeled	5	10.3	27.8%
4350	Chase silty clay loam, rarely flooded	2	21.3	57.7%
<b>Totals for Area of Interest</b>			<b>36.9</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.

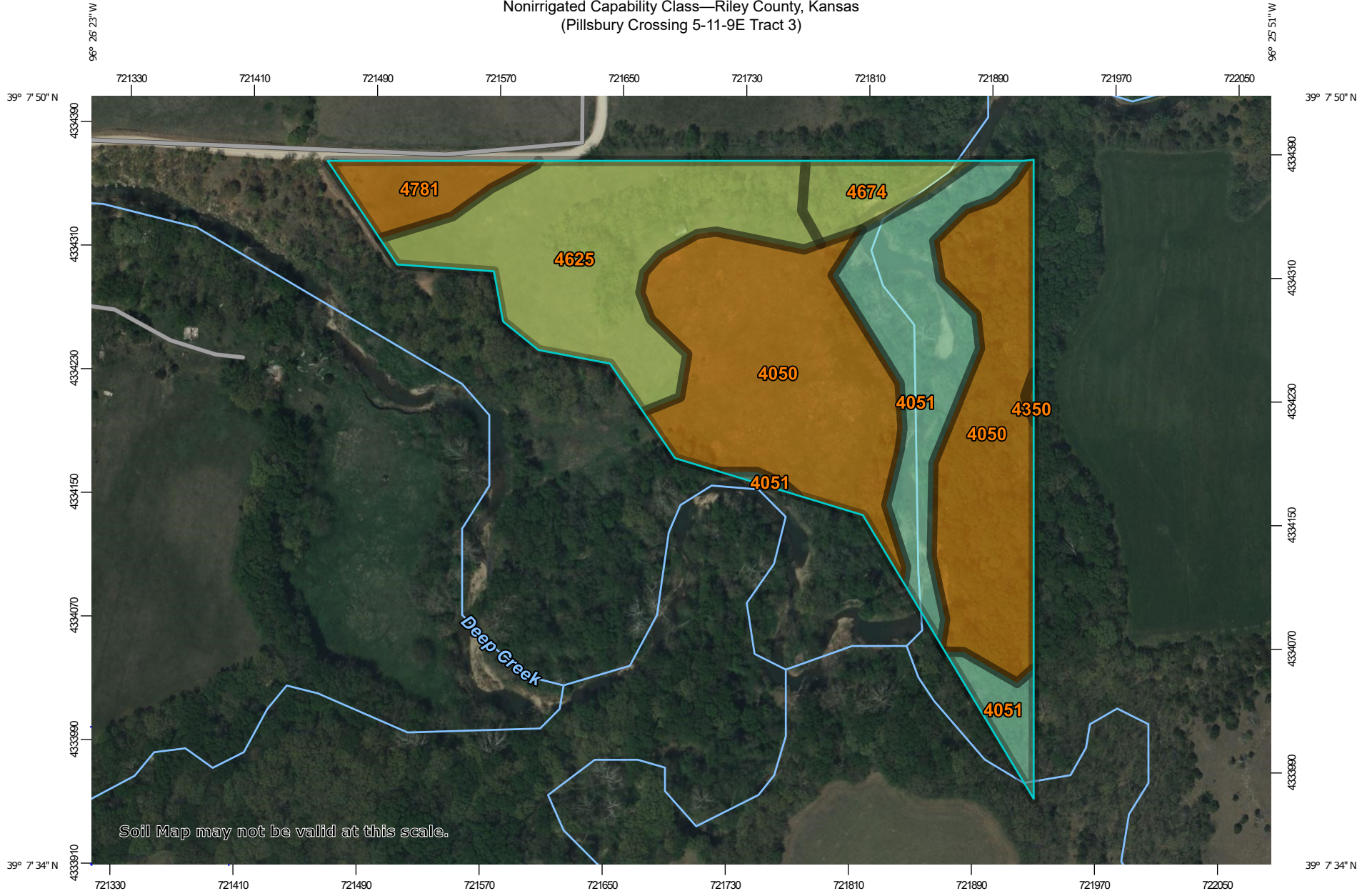
Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

## Rating Options

*Aggregation Method:* Dominant Condition

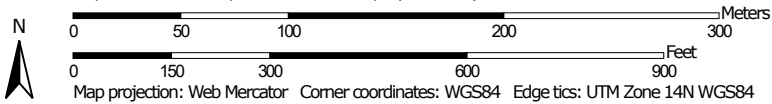
*Component Percent Cutoff:* None Specified

Nonirrigated Capability Class—Riley County, Kansas  
(Pillsbury Crossing 5-11-9E Tract 3)



Soil Map may not be valid at this scale.

Map Scale: 1:3,510 if printed on A landscape (11" x 8.5") sheet.



Nonirrigated Capability Class—Riley County, Kansas  
(Pillsbury Crossing 5-11-9E Tract 3)










### 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: Riley County, Kansas  
Survey Area Data: Version 23, Sep 12, 2023

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

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

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



## Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
4050	Ivan and Kennebec silt loams, occasionally flooded	2	9.8	47.7%
4051	Ivan silt loam, channeled	5	3.7	17.9%
4350	Chase silty clay loam, rarely flooded	2	0.0	0.1%
4625	Dwight-Irwin complex, 1 to 3 percent slopes	4	5.2	25.4%
4674	Irwin silty clay loam, 3 to 7 percent slopes, eroded	4	0.9	4.3%
4781	Tully silty clay loam, 1 to 3 percent slopes	2	1.0	4.6%
<b>Totals for Area of Interest</b>			<b>20.6</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:

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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



*First American Title*<sup>™</sup>

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

### **First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, 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;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-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 liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

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

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- (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**

Arbitration provision intentionally removed.

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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: **Charlson & Wilson Bonded Abstracters, Inc.**

Issuing Office's ALTA ® Registry ID:

Issuing Office File No.: **229823**

Property Address: **2200 Pillsbury Dr., Manhattan, KS 66502**

### SCHEDULE A

1. Commitment Date: **November 7, 2023, at 5:00 pm**
2. Policy to be Issued: **PRELIMINARY TITLE INSURANCE COMMITMENT**
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:

**Kansas State University of Agriculture and Applied Science**

5. The Land is described as follows:

**SEE ATTACHED EXHIBIT A**

### **FIRST AMERICAN TITLE INSURANCE COMPANY**

By:

*Callie A. Marka*

Authorized Signatory

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EXHIBIT A

The Land is described as follows:

**The West Half of the Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ); Also part of the East Half of the Northwest Quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$ ) and part of the West Half of the Northeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section Five (5), Township Eleven (11) South, Range Nine (9) East of the 6th P.M., in Riley County, Kansas, described as follows: Beginning at a bound in center of channel of a branch of Deep Creek on East line of West Half of Northeast Quarter of said Section 5, 80 rods West and 77 rods North of Southeast corner of Northeast Quarter of said Section 5, running thence down the channel of said branch to its junction with Deep Creek; thence up center of channel of Deep Creek to mouth of Tabor Creek; thence South 75° West 107.6 rods to center of a public road; thence South 8° West along center of said road 48 rods to a point 15 rods North of line dividing said Section 5; thence West 19 rods to West line of East Half of Northwest Quarter of said Section 5; thence North along said line to Northwest corner of East Half of Northwest Quarter of said Section 5; thence East along North line of said Section 5 to Northeast corner of West Half of Northeast Quarter of said Section 5; thence South along East line of West Half of Northeast Quarter of said Section 5, to place of beginning, all in Section 5, Township 11 South, Range 9 East of the 6th P.M., in Riley County, Kansas;**

**LESS a tract of land in the North Half (N $\frac{1}{2}$ ) of Section 5, Township 11 South, Range 9 East of the 6th P.M., more particularly described as follows: Beginning at a point that is 2446.25 feet East of the Northwest corner of said Section 5, said point being also on the North line of said Section 5; thence West along the North line of said Section 5 a distance of 1246.25 feet; thence South 5°07'30" East, 528.38 feet; thence South 25°20'30" West, 367.70 feet; thence South 20°51'30" East, 214.52 feet; thence South 52°56'30" East, 188.14 feet; thence South 16°28'00" West, 111.14 feet; thence North 76°45'00" West 180.39 feet; thence South 65°45'30" West, 140.28 feet; thence South 41°31'30" West 121.82 feet; thence South 6°19'30" West, 231.64 feet; thence South 42°12'00" East, 476.90 feet; thence South 22°21'00" West, 143.38 feet; thence South 64°52'00" West, 154.36 feet; thence North 86°52'30" West, 175.74 feet; thence North 48°39'30" West, 508.65 feet; thence North 58°36'30" West, 153.87 feet; thence North 8°44'00" West, 373.66 feet; thence North 33°25'00" West, 126.78 feet; thence South 74°39'30" West, 195.44 feet to a point on the West line of said Section 5 and 1320.0 feet South of the Northwest corner of said Section 5; thence South 0°09'30" West, 1265.23 feet along the West line of said Section 5 to the Southwest corner of the Northwest Quarter of said Section 5; thence South 89°50'30" East, 376.64 feet along the South line of said Northwest Quarter of said Section 5; thence North 10°32'30" East, 289.62 feet; thence North 28°42'00" West, 137.60 feet; thence North 46°38'00" East, 140.30 feet; thence South 51°22'30" East, 212.49 feet; thence South 16°17'00" West, 120.97 feet; thence South 89°14'30" East, 302.31 feet; thence North 78°18'30" East, 205.82 feet; thence North 55°21'30" East, 155.70 feet; thence North 33°09'00" East, 145.96 feet; thence North 6°47'00" East, 172.63 feet; thence North 26°35'00" West, 161.64 feet; thence North 34°48'30" West, 286.95 feet; thence North 9°28'30" East, 113.70 feet; thence South 76°24'30" East, 284.51 feet; thence North 82°46'30" East, 368.90 feet; thence North 13°21'00" East along the centerline of the county road 817.56 feet; thence North 7°54'30" West, 227.74 feet; thence North 0°23'00" West, 253.32 feet; thence North 66°53'00" East, 116.38 feet; thence South 68°34'30" East, 153.28 feet; thence South 61°07'00" East, 191.62 feet; thence South 27°35'30" East, 219.13 feet; thence South 67°49'00" East, 284.44 feet; thence South 13°58'00" East, 140.47 feet; thence South 20°19'30" West, 226.98 feet; thence South 34°42'00" East, 171.70 feet; thence South 58°24'00" East, 244.39 feet; thence continuing on a bearing of South 58°24'00" East, 65 feet to a fence along the South line of the E. J. Frick farm; thence Northeasterly along said South line to a point where Tabor Creek intersects the center of the channel of Deep Creek; thence down the center of the channel of Deep Creek to the intersection of said channel of Deep Creek and a branch of Deep Creek which crosses the West line of the East Half of the Northeast Quarter at a point that is 80 rods West and 77 rods North of the Southeast corner of the Northeast Quarter of Section 5, Township 11 South, Range 9 East; thence Northwesterly to a point that is 1152.74 feet East and 795.41 feet South of the point of beginning; thence North 63°17'00" West, 204.15 feet; thence North 73°18'00" West, 237.33 feet; thence North 32°26'30" West, 231.73 feet; thence North 80°42'30" West, 160.78 feet; thence North 51°08'30" West, 104.23 feet; thence North 8°49'30" West 104.59 feet; thence North 85°20'00" West, 208.93 feet; thence North 34°07'00" West, 275.68 feet to the point of beginning, containing 58.6 acres, more or less, all in Riley County, Kansas.**

**NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.**



*First American Title*™

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule BI & BII

Commitment No.: **229823**

### 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.
5. **Provide to the Company the Kansas Legislative Bill which authorizes the sale of the subject property. The Company reserves the right to make further requirements following review of the required document.**

**The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.**

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	<small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

**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 and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Taxes and special assessments for the year 2024 and all subsequent years. This property is currently exempt from taxation. (Tax ID #161-1120) (CAMA #081-283-05-0-00-00-002.00-0) These taxes include special assessments in the amount of \$0.00.**
8. **Taxes and special assessments for the year 2024 and all subsequent years. This property is currently exempt from taxation. (Tax ID #161-1140) (CAMA #081-283-05-0-00-00-004.00-0) These taxes include special assessments in the amount of \$0.00.**

*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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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*First American Title*™

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 229823

#### SCHEDULE B, PART II

#### Exceptions (Continued)

9. **Taxes and special assessments for the year 2024 and all subsequent years. This property is currently exempt from taxation. ([Tax ID #161-1150](#)) (CAMA #081-283-05-0-00-00-005.00-0) These taxes include special assessments in the amount of \$0.00.**
10. **Grant of Permanent Easement to the Board of County Commissioners of Riley County, Kansas, for the purpose of constructing a road and/or bridge project, recorded in [Book 826, Page 655](#), in the office of the Register of Deeds of Riley County, Kansas.**
11. **The consequence of any past or future change in the location of any creek or stream which forms a boundary of the subject land, or any dispute arising over the location of the old bed of any creek or stream, a branch of any creek or stream or any variance between the boundaries of said land as originally conveyed and the boundaries thereof as now used and occupied.**
12. **Rights of the upper and lower riparian owners to the free and unobstructed flow of the water of any creek or stream which forms a boundary of the subject land, without diminution or pollution.**
13. **Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of any creek or stream extending through the subject land, without diminution or pollution.**
14. **Reference(s) to acreage in the description of the land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.**
15. **Public roads and highways.**

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# Service Review

Water Supplier's Name:

Wabauunsee RWD

Applicant's Name:

Lori Rogge

Date:

1/20/24

Section

5

Township

11

Range

9

Is this a typical domestic user?



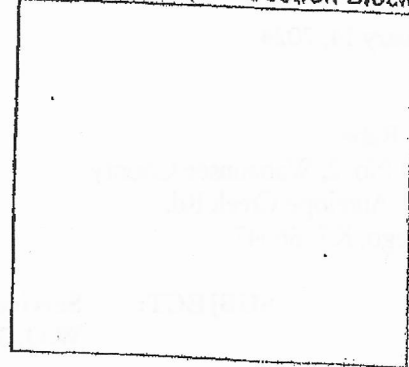
Yes



No

If not, please estimate gallons used per month:

Please indicate location of the meter on this Section Block.



COMMENTS:

Customer wants 3 meters. I attached a map

39.12972

-96.44028

Distance from Existing Pipe Line

300'±

Expected Pressure: Maximum

79

Meter Elevation

~1050

psi; Minimum

55

psi

Recommended for Service?



Yes



No

Pressure Regulator?



Recommended



Not Necessary

COMMENTS:

Proposed meters do not cause any pressure concerns and are recommended for addition.

REVIEWED BY

Shane Goff

BARTLETT WEST  
ENGINEERS

## Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

**Types of Brokerage Relationships:** A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

**Seller's Agent:** The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

**Buyer's Agent:** The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

**An Agent**, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

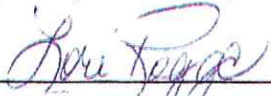
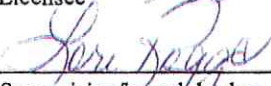
**The transaction broker** is responsible for performing the following duties:

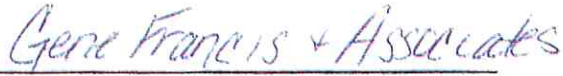
- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

**Agents and Transaction Brokers** have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

  
\_\_\_\_\_  
Licensee  
  
\_\_\_\_\_  
Supervising/branch broker

  
\_\_\_\_\_  
Real estate company name approved by the commission

\_\_\_\_\_  
Buyer/Seller Acknowledgement (not required)