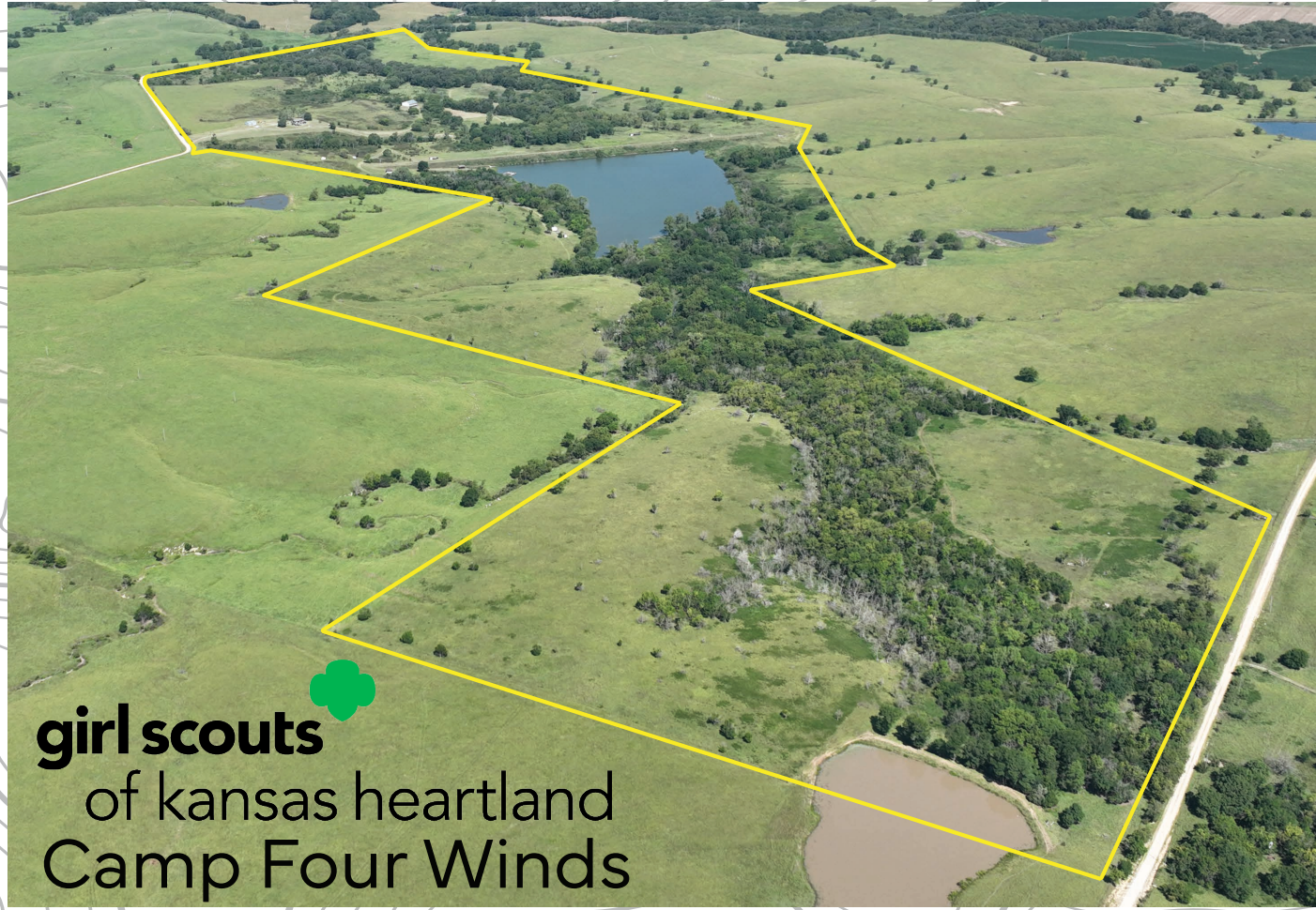


**243± Acres**  
**Butler County, KS**

**Thursday, July 9**  
**at 11:00 AM CT**

**Live Auction Location:**  
 Girl Scouts of Kansas Heartland  
 360 S Lexington Rd  
 Wichita, KS 67218

**ONLINE BIDDING:**  
**[gavelroads.com](http://gavelroads.com)**



**girl scouts**  
 of kansas heartland  
 Camp Four Winds

**Don't miss** this rare chance to own the historic Camp Four Winds of the Girl Scouts of Kansas Heartland! Spanning 243± acres in the scenic rolling Flint Hills of eastern Butler County, this property offers highly desirable natural features and added amenities and structures. Highlights include a 14± acre watershed lake, heavy timber, a creek that runs the length of the property, and native grass. Winding trails connect the numerous entertainment and camping areas.

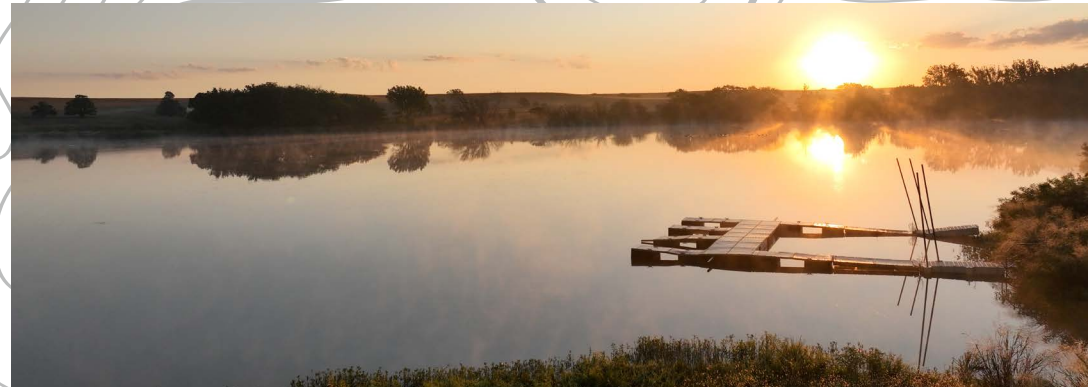
**Stay and play:** There are also a number of improvements on the property. Facilities include the Ranger House, shop, Activity Center, numerous camping locations, archery range, lakeside storage building, open-faced horse shed, and more. The main structures feature rural water (RWD#6 - 2 meters near the property entrance) and electricity serviced by Butler Electric Cooperative.

**You could be** at the property in the beautiful Flint Hills via paved and gravel roads, 15 minutes from Leon and a short 45 minute drive from east Wichita. Whether you're seeking a premier hunting and fishing retreat, a recreational getaway, or a unique investment opportunity, this property is one-of-a-kind.

**Address:** 9236 SE Quivera Rd, Leon, KS 67074

**Legal Description:** 2 parcels selling together. 61.5 acres in 14-27-07E & 181.7 acres in 23-27-07E. The full legal description is in the bidder packet on [genefrancis.com](http://genefrancis.com) and [gavelroads.com](http://gavelroads.com).

**OPEN HOUSE** Sunday, June 28, 2:00-4:00 PM  
 Showings by appointment



**Property Highlights**

- Watershed lake offering 14± acres of fishing and water sports
- Rolling Flint Hills with heavy timber, native grass, and hiking trails
- Excellent white tail deer, turkey, and upland game hunting habitat
- Multiple buildings serviced by rural water and electricity
- Numerous campsite locations

**Driving Directions:** From Wichita travel east on Kellogg (Hwy 54/400) staying on 400 through Leon. About eight miles passed Leon, turn north on SE Stony Creek Rd. Travel north 0.8 miles and turn east on SE 102nd St. Go 0.25 miles and turn north on SE Quivera Rd. Camp Four Winds is 1 mile north on the east side.

**Taxes:** Taxes prorated to the date of closing

**Zoning:** Agriculture

**Possession:** Upon closing

**Mineral Rights:** Seller interest will pass to the buyer

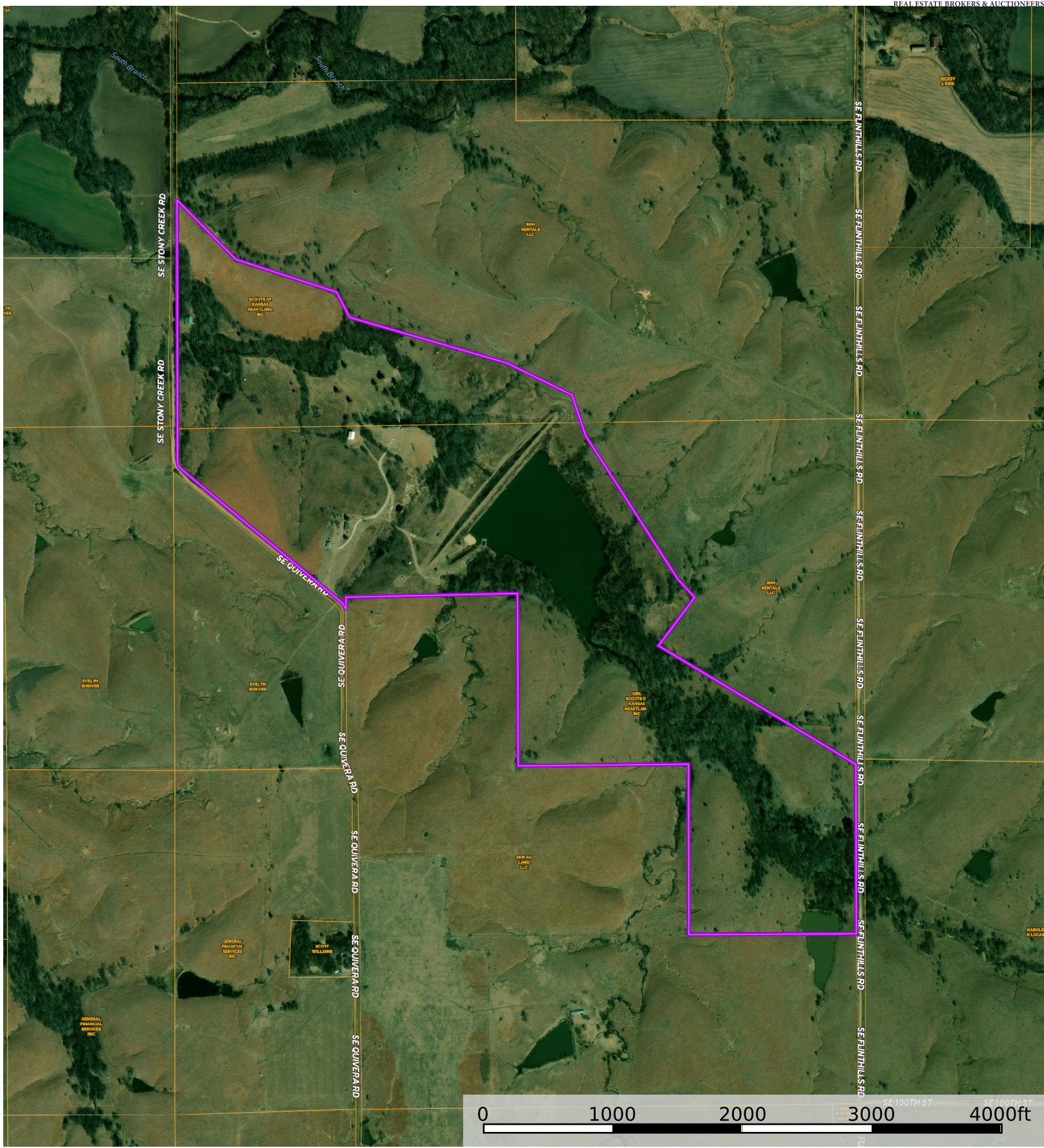
**Terms:** \$50,000 earnest money is required and shall be paid the day of the auction with the balance due on or before August 10, 2026. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates is an agent of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.




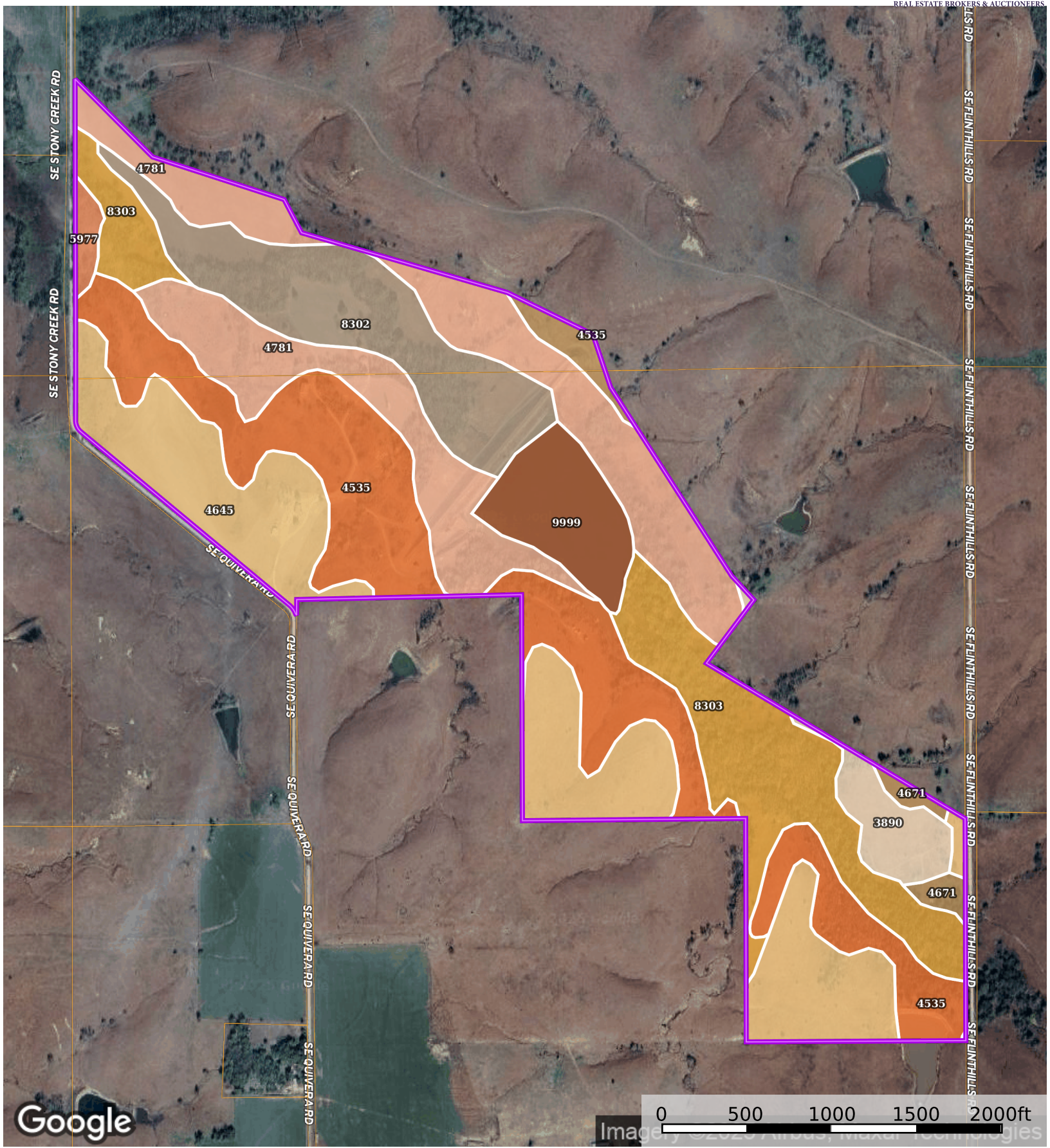
**Tyler Francis**  
 Broker & Auctioneer  
 316-734-7342

[genefrancis.com](http://genefrancis.com)





 Boundary 1



-  Comp 2
-  Comp 3
-  Comp 4
-  Boundary 3
-  Comp 1
-  Boundary 1

Boundary 1 243.02 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
4535	Benfield-Labette cherty silty clay loams, 2 to 12 percent slopes	53.13	21.86	0	49	6e
4781	Tully silty clay loam, 1 to 3 percent slopes	50.7	20.86	0	63	2e
4645	Florence cherty silt loam, 5 to 15 percent slopes	49.61	20.41	0	30	6e
8303	Verdigris soils, frequently flooded	34.01	13.99	0	62	5w
8302	Verdigris silt loam, 0 to 1 percent slopes, occasionally flooded	28.75	11.83	0	85	2w
9999	Water	12.65	5.2	0	-	-
3890	Ladysmith silty clay loam, 0 to 1 percent slopes	7.18	2.95	0	53	2s
4671	Irwin silty clay loam, 1 to 3 percent slopes	5.13	2.11	0	57	3s
5977	Vanoss silt loam, 1 to 3 percent slopes	1.86	0.77	0	73	2e
TOTALS		243.02(*)	100%	-	52.04	4.25

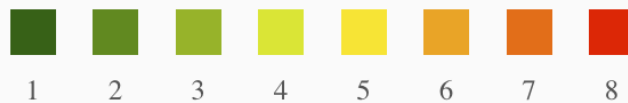
(\*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

### Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability



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

### Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

## EASEMENT

For and in consideration of One and no/100 Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, Girl Scouts of Kansas Heartland, Inc., a Kansas not-for-profit corporation (“Grantor”), does hereby grant and convey to Little Walnut-Hickory Watershed Joint District No. 18 (“Grantee”), its successors and assigns, a non-exclusive, perpetual easement over and across that certain real property generally located in Butler County, Kansas, and more-particularly described on Exhibit A attached hereto (the “**Property**”), to construct, maintain, use, repair and replace a floodwater retaining structure.

Grantor shall not build or permit any improvement or alteration on that portion of the Property generally shown on the Breach Inundation Map attached hereto as Exhibit B (the “Breach Zone”) that would result in the classification of the floodwater retaining structure at a higher risk-assessment classification or that would trigger more stringent standards for the structure or its operation than those applicable in the absence of the improvement or alteration. Grantee’s rights include, without limitation, the rights, without compensation to Grantor, (a) to inundate that portion of the Breach Zone that would be inundated by a breach of the dam or overflow from or around the dam and (b) to remove any structure, improvement or alteration from the Breach Zone that is incompatible with Grantee’s rights granted herein.

The rights granted herein by Grantor to Grantee are non-exclusive, and Grantor, and its successors and assigns, shall have the right to use the Property (including, but not limited to the construction and occupation of habitable structures on the Property outside of the Breach Zone) and to grant further easements in, over, across and through the Property, provided that the use of such easement does not unreasonably interfere with the rights granted herein.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

*[Signatures and exhibits on following pages]*



Exhibit A

Property Legal Description

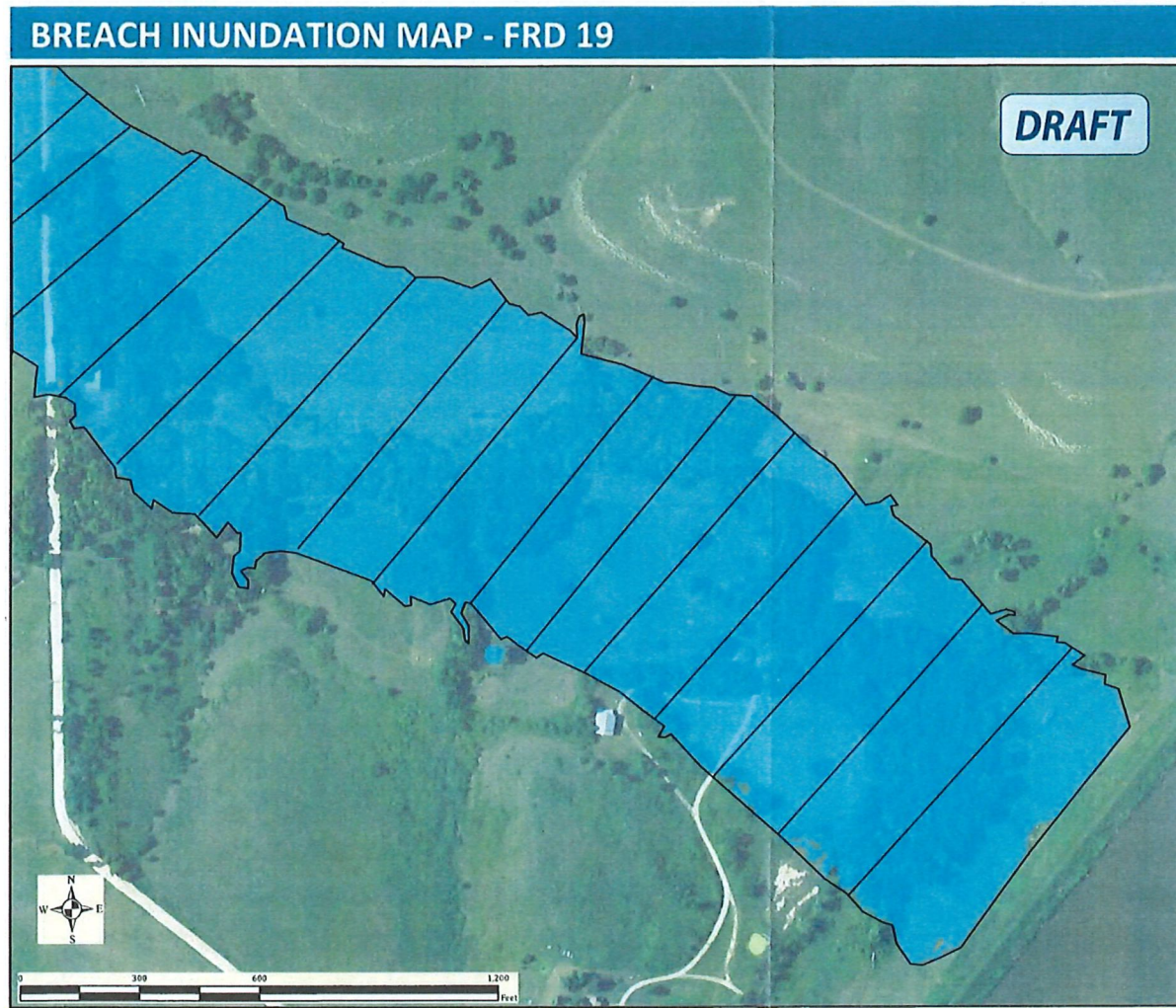
The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), the South Half (S/2) of the Northeast Quarter (NE1/4), the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4), and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW/4), all in section Twenty-three (23), Township Twenty-seven (27) South, Range 7 East of the Sixth Principal Meridian; and the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Twenty-seven (27) South, Range 7 East of the Sixth Principal Meridian.

**LESS AND EXCEPT:**

That part of the Southwest and Southeast Quarters of Section 14, and part of the Northeast and Southeast Quarters of Section 23, all in Township 27 South, Range 7 East of the Sixth Principal Meridian, Butler County, Kansas, more particularly described (with bearings and distances from Kansas South Zone SPCS NAD83) as follows:

Beginning at the West Quarter Corner of Section 14; thence N88°03'56"E, on the north line of the Southwest Quarter of Section 14, a distance of 2643.20 feet to the Center Corner of Section 14; thence S01°14'54"E, on the west line of the Southeast Quarter of Section 14, a distance of 311.11 feet to the Northwest corner of the South Half of the North Half of the North Half of said Southeast Quarter; thence N88°16'36"E, a distance of 2645.38 feet to the Northeast corner of said South Half of the North Half of the North Half; thence S01°13'04"E, on the east line of said Southeast Quarter, a distance of 2318.54 feet to the Northeast corner of Section 23; thence S01°21'22"E, on the east line of the Northeast Quarter of Section 23, a distance of 2646.60 feet to the East Quarter Corner of Section 23; thence S01°21'03"E, on the east line of the Southeast Quarter of Section 23, a distance of 37.34 feet; thence N60°06'51"W, a distance of 71.48 feet to a point on the south line of the Northeast Quarter of Section 23; thence continuing N60°06'51"W, a distance of 1748.94 feet; thence N35°38'52"W, a distance of 466.19 feet; thence N43°44'28"W, a distance of 192.03 feet; thence N33°50'02"W, a distance of 1320.52 feet; thence N19°36'48"W, a distance of 103.70 feet to a point on the north line of the Northeast Quarter of Section 23, said point being 497.24 feet east of the North Quarter Corner of Section 23; thence continuing N19°36'48"W, a distance of 208.36 feet; thence N64°58'13"W, a distance of 481.43 feet to a point on the east line of the Southwest Quarter of Section 14, said point being 414.56 feet north of the North Quarter Corner of Section 23; thence continuing N64°58'13"W, a distance of 7921 feet; thence N74°55'48"W, a distance of 1263.20 feet; thence N28°48'50"W, a distance of 221.27 feet; thence N73°08'44"W, a distance of 815.51 feet; thence N45°57'48"W, a distance of 685.76 feet to a point on the west line of the Southwest Quarter of Section 14; thence N01°13'32"W, on said west line, a distance of 875.84 feet to the Point of Beginning.

Exhibit B  
Breach Zone Inundation Map  
(breach zone generally shown below in hatched area)



# PROPERTY TAX INFORMATION



Database was last updated on 06/09/2026

[Return To County Website](#) [Logout](#)

**Tax Statement Details**

Type	CAMA Number	Tax Identification
RL	266 23 0 00 00 001 00 0 01	171-88110
<b>Owner ID</b>	GIRL00001GIRL SCOUTS OF KANSAS HEARTLAN	
<b>Taxpayer ID</b>	GIRL00001GIRL SCOUTS OF KANSAS HEARTLAN	
9236 SE QUIVERA		67074
<b>Subdivision</b>	<b>Block</b>	<b>Lot(s)</b>
		<b>Section23 Township27 Range 07</b>

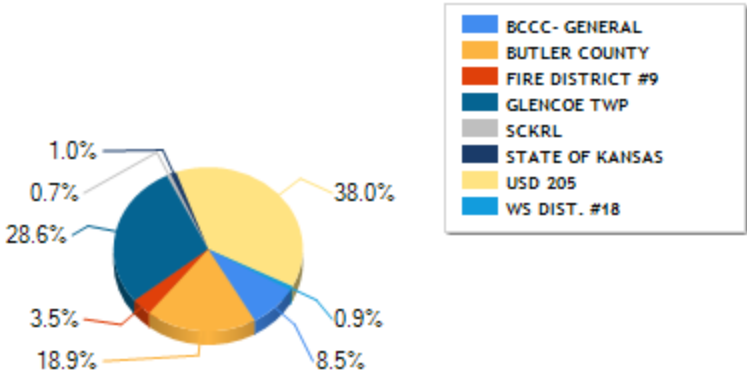
[Current Taxes](#)  
[Current Real Estate Detail](#)  
[GIS Map](#)  
[Print Friendly Version](#)

**Statement # 0049773**

**Details**

Total Assessed Value:	\$0.00
Total Mill Levy:	156.42400
General Tax:	\$0.00
Specials:	\$0.00
Total Tax:	\$0.00
Received To Date:	\$0.00
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

**Taxes by Tax Districts**



**Receipt Information**

Receipt # Date Tax Year Tax Int/Fee

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

[Back To Search Results](#)

[Back To Search Criteria](#)

# PROPERTY TAX INFORMATION



Database was last updated on 06/09/2026

[Return To County Website](#)   [Logout](#)

**Tax Statement Details**

<b>Type</b>	<b>CAMA Number</b>	<b>Tax Identification</b>			
RL	266 14 0 00 00 003 00 0 01	171-88000			
<b>Owner ID</b>	GIRL00001 GIRL SCOUTS OF KANSAS HEARTLAN				
<b>Taxpayer ID</b>	GIRL00001 GIRL SCOUTS OF KANSAS HEARTLAN				
0 SE STONY CREEK		67074			
<b>Subdivision</b>	<b>Block</b>	<b>Lot(s)</b>	<b>Section 14</b>	<b>Township 27</b>	<b>Range 07</b>

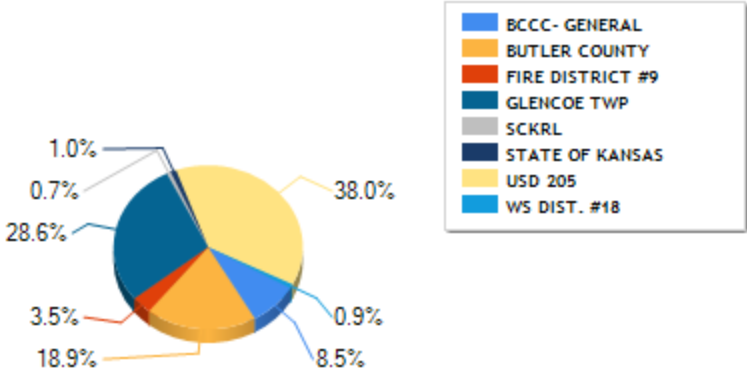
[Current Taxes](#)  
[Current Real Estate Detail](#)  
[GIS Map](#)  
[Print Friendly Version](#)

**Statement # 0032462**

**Details**

Total Assessed Value:	\$0.00
Total Mill Levy:	156.42400
General Tax:	\$0.00
Specials:	\$0.00
Total Tax:	\$0.00
Received To Date:	\$0.00
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

**Taxes by Tax Districts**



**Receipt Information**

Receipt #   Date   Tax Year   Tax Int/Fee

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

[Back To Search Results](#)

[Back To Search Criteria](#)

## Commitment Cover Page

Order Number: **3154878**

Delivery Date: **11/13/2025**

Property Address: **9236 SE Quivera Rd., SE Stony Creek Rd., Leon, KS 67074**

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**For Closing Assistance**

Commercial Escrow  
727 N Waco Ave  
Ste 300  
Wichita, KS 67203  
Office: (316) 267-8371

[CommercialEscrow@Security1st.com](mailto:CommercialEscrow@Security1st.com)

**For Title Assistance**

Eric Stucky  
114 E. Central

El Dorado, KS 67042  
Office: (316) 293-1650

[estucky@security1st.com](mailto:estucky@security1st.com)

---

**Agent for Seller**

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

**Agent for Seller**

Gene Francis & Associates LLC  
Attention: Tyler Francis  
12140 W K-42 Hwy  
Wichita, KS 67215  
(316) 734-7342 (Cell)  
tyler@genefrancis.com  
Delivered via: Electronic Mail

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## Title Fee Invoice

Date: 11/13/2025 Buyer(s): A Legal Entity, to be determined  
Order No.: 3154878 Seller(s): Four Winds Girl Scout Council, Inc.  
Issuing Office: Commercial Escrow Property: 9236 SE Quivera Rd., SE Stony Creek  
Security 1st Title Address: Rd., Leon, KS 67074  
114 E. Central  
El Dorado, KS 67042

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$560.00
	<b>Total \$560.00</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
<b>Thank you for your order!</b>	

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

### Vesting Documents:

[Butler county recorded 02/18/1966 at book 285 page 142](#)  
[Butler county recorded 04/01/1966 at book 285 page 475](#)  
[Butler county recorded 12/13/2017 at book 2017 page 10295](#)

### Tax Information:

[171-88110](#), [171-88000](#)

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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title, LLC</b>	Buyer:	<b>A Legal Entity, to be determined</b>
Issuing Office:	<b>114 E. Central El Dorado, KS 67042</b>	Title Contact:	<b>Eric Stucky (316) 293-1650 estucky@security1st.com (316) 267-8115</b>
ALTA Universal ID:	<b>1010831</b>		
Loan ID Number:			
Commitment No.:	<b>C-ES3154878</b>		
Property Address:	<b>9236 SE Quivera Rd., SE Stony Creek Rd., Leon, KS 67074</b>		

**SCHEDULE A**

**1. Commitment Date:**

11/06/2025 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021  
Proposed Insured: A Legal Entity, to be determined  
The estate or interest to be insured: Fee Simple

\$1,000.00

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

Fee Simple

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

Four Winds Girl Scout Council, Inc.

**5. The Land is described as follows:**

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

**Security 1st Title**

By: \_\_\_\_\_

**David Armagost, President**





Commitment No.: C-ES3154878

## Exhibit A

The Northeast Quarter of the Southeast Quarter, TOGETHER WITH the South Half of the Northeast Quarter, TOGETHER WITH the Northwest Quarter of the Northeast Quarter, TOGETHER WITH the Northeast Quarter of the Northwest Quarter, TOGETHER WITH the West Half of the Northwest Quarter lying North and East of the road right of way; all in Section 23, Township 27 South, Range 7 East of the Sixth Principal Meridian, Butler County, Kansas, TOGETHER WITH the Southeast Quarter, TOGETHER WITH the Southwest Quarter; all in Section 14, Township 27 South, Range 7 East of the Sixth Principal Meridian, Butler County, Kansas, LESS AND EXCEPT, Part of the Southwest and Southeast Quarters of Section 14, and part of the Northeast and Southeast Quarters of Section 23; all in Township 27 South, Range 7 East of the Sixth Principal Meridian, Butler County, Kansas, more particularly described (with bearings and distances front Kansas South Zone SPCS NAD83) as follows:

Beginning at the West Quarter Corner of Section 14; thence N88°03'56"E, on the north line of the Southwest Quarter of Section 14, a distance of 2643.20 feet to the Center Corner of Section 14; thence S01°14'54"E, on the west line of the Southeast Quarter of Section 14, a distance of 311.11 feet to the Northwest corner of the South Half of the North Half of the North Half of said Southeast Quarter; thence N88°16'36" E, a distance of 2645.38 feet to the Northeast corner of said South Half of the North Half of the North Half; thence S01°13'04"E, on the east line of said Southeast Quarter, a distance of 2318.54 feet to the Northeast corner of Section 23; thence S01°21 '22"E, on the east line of the Northeast Quarter of Section 23, a distance of 2646.60 feet to the East Quarter Corner of Section 23; thence S01°21'03"E, on the east line of the Southeast Quarter of Section 23, a distance of 37.34 feet; thence N60°06'51 "W, a distance of 71.48 feet to a point on the south line of the Northeast Quarter of Section 23; thence continuing N60°06'51"W, a distance of 1748.94 feet; thence N35°38'52"E, a distance of 466.19 feet; thence N43°44'28"W, a distance of 192.03 feet; thence N33°50'02"W, a distance of 1320.52 feet; thence N19°36'48"W, a distance of 103.70 feet to a point on the north line of the Northeast Quarter of Section 23, said point being 497.24 feet east of the North Quarter Corner of Section 23; thence continuing N19°36'48"W, a distance of 208.36 feet; thence N64°58'13"W, a distance of 481.43 feet to a point on the east line of the Southwest Quarter of Section 14, said point being 414.56 feet north of the North Quarter Corner of Section 23; thence continuing N64°58'13"W, a distance of 79.21 feet; thence N74°55'48"W, a distance of 1263.20 feet; thence N28°48'50"W, a distance of 221.27 feet; thence N73°08'44"W, a distance of 815.51 feet; thence N45°57'48"W, a distance of 685.76 feet to a point on the west line of the Southwest Quarter of Section 14; thence N01°13'32"W, on said west line, a distance of 875.84 feet to the Point of Beginning. EXCEPT mineral reservations of record.

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## SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

**Tax Year: 2024**

**Full Amount: \$0.00, Paid**

**Tax Parcel Number: 171-88110 (a portion - part of Section 23)**

**Tax Year: 2024**

**Full Amount: \$0.00, Paid**

**Tax Parcel Number: 171-88000 (the remainder - part of Section 14)**

**NOTE: The real estate taxes for the year 2025 became due and payable on November 1, 2025. The amount is not available at this time.**

6. **Note: For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

7. **If the proposed transaction represents a sale or lease of substantially all of the assets of Girl Scouts of Kansas Heartland, Inc. furnish a certified copy of evidence of the approval thereof by the affirmative vote of the holders of at least a majority of the outstanding stock of the corporation entitled to vote thereon. NOTE: For a sale or lease of less than all of the assets, we would require a Board of Directors Resolution authorizing such action**
8. **Provide this company with a properly completed and executed Owner's Affidavit.**
9. **File a Warranty Deed from Girl Scouts of Kansas Heartland, Inc., a Kansas corporation f/k/a Four Winds Girl Scout Council, Inc. to A Legal Entity, to be determined.**

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

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

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

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

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

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

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

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

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## SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.**

**NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.**

8. Road rights of way, if any, along the West, East and South lines of subject property.
9. Terms and provisions of the oil and gas leases executed between Mattie Harris, widow, Lulu Sutter and I. A. Sutter, Harry C. Harris and MJC. Harris, lessors to The Mid-Kansas Oil and Gas Company, lessee, filed September 30, 1921 in Misc. Book 53, Page 308, together with all subsequent assignments and conveyances.

**NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.**

10. Terms and provisions of the oil and gas leases executed between J.T. Barnhill and Rosa E. Barnhill, Lessor and J. H. Tatlock, Lessee, filed September 23, 1925 in Misc. Book 79, Page 621, together with all subsequent assignments and conveyances.

**Partial release recorded in Misc. Book 129, page 267.**

**NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.**

11. Terms and provisions of the oil and gas leases executed between Mattie Harris, a widow, Lulu Sutter and T A Sutter, Harry C. Harris and MJC Harris, Lessee, filed September 9, 1925 in Misc. Book 81, Page 108, together with all subsequent assignments and conveyances.

Partial release recorded in Misc. Book 167, Page 345.

**NOTE:** If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.

12. An easement for pipelines, recorded as Misc. Book 182, Page [469](#).  
In favor of: Socony-Vacuum Oil Company  
Affects: a portion of subject property
13. Rights and liabilities in connection with the Little Walnut-Hickory Watershed Joint District #18 of Butler and Greenwood Counties, Kansas, recorded September 17, 1958 in Misc. Book 227, Page [21](#).
14. Easement granted to Walnut Hickory Watershed Joint District #18 over a portion of subject property recorded April 21, 1964 in Misc. Book 263, Page [286](#).
15. Easement granted to Walnut Hickory Watershed Joint District #18 over a portion of subject property recorded March 7, 1966 in Misc. Book 273, Page [572](#).
16. Rights of the owners of the mineral estate as conveyed or reserved on/in Deed Book 285, Page [142](#), and of the parties claiming thereunder.
17. Terms and provisions of Restrictions in Deed Book 285, Page [142](#) regarding a fence between the Northeast Quarter and Southeast Quarter of Section 23.
18. An easement for transmission lines, recorded as Misc. Book 318, Page [505](#).  
In favor of: Kansas Gas and Electric Company  
Affects: a portion of subject property
19. Terms and provisions of the oil and gas leases executed between Four Winds Girl Scout Council, Inc., lessor, and Wilbur C. Bradley, lessee, filed August 5, 1979, recorded in/on Misc. Book 341, Page [41](#), together with all subsequent assignments and conveyances.

Affidavit of Production filed in Book 353, Page [255](#).

20. Right of Way Easement granted to Rural Water District No. 6 over a portion of subject property, recorded September 8, 1980 in Misc. Book 354, Page [102](#).
21. Right of Way Easement granted to Butler Rural Electric Co-Operative Association, Inc. over a portion of subject property, recorded November 5, 1970 in Book 576, Page [224](#).
22. Certificate of Appropriation of Beneficial Use of Water by the State Department of Agriculture over a portion of subject property, recorded September 21, 2010 in Book 2011, page [9592](#).
23. Lot Split dated March 3, 2016 recorded March 23, 2016 in Book 2016, page [2027](#).
24. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
25. Rights or claims of parties in possession not shown by the public records.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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

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## Privacy Notice

**Last Updated and Effective Date:** December 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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## PRIVACY POLICY

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

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

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

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

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

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

Sharing practices	
<b>How often does Security 1st Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Security 1st Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Security 1st Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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