

GF&A

LIVE & ONLINE

LAND AUCTION

THURSDAY, May 2, 2024 • 11:00 AM

LIVE LOCATION: Westview Lodge Event Center - 1300 N Westview, Harper, KS

ONLINE BIDDING: www.gavelroads.com



Tract 1



Tract 2



Tract 3

TRACT 1: 62 ± acres featuring terraced cultivation, highway frontage, and electricity availability. Situated just 3 miles north on Hwy 2 from Anthony, KS, it provides easy access to nearby amenities.

Legal Description: Part of the S ½ SE ¼ of 2-33-7W in Harper Co., KS (full legal description to be described by Security 1st Title).

Location: From Anthony, KS, travel north on Hwy 2 for 3 miles. Property is located in the northwest corner of Hwy 2 & NE 30 Rd.

Possession: Possession will be after the 2024 summer wheat harvest. Seller is reserving the 2024 crop.

Taxes: \$343.22 - 2024 Taxes will be prorated to the date of closing.

Minerals: Seller's mineral interest will pass to the Buyer.

Soils: 90% Class 2 including Grant silt loam & Nashville silt loam, 9% Class 4 Nashville silt loam, & 1% Class 6 Woodward-Port complex.

TRACT 2: 217 ± acres to terraced cultivation with a small grove of trees. FSA states 218.95 acres of farmland with 209.90 acres of cropland. 100 Acres are to wheat with the balance being open ground. Opportunity to buy land adjacent to Anthony Lake with highway frontage. Electricity is available. Situated just 3 miles north on Hwy 2 from Anthony, KS, it provides easy access to nearby amenities.

Legal Description: NW ¼ minus a 76 ac tract & NE ¼ of 11-33-7W in Harper Co., KS (full legal description to be described by Security 1st Title).

Location: From Anthony, KS, travel north on Hwy 2 for 3 miles. Property is located in the southwest corner of Hwy 2 & NE 30 Rd. Adjacent to Anthony Lake.

Possession: Possession will be after the 2024 summer wheat harvest. Seller is reserving the 2024 crop. The open ground will have been sprayed twice before the auction. Buyer shall reimburse the tenant \$30 per acre.

Taxes: \$852.14 - 2024 Taxes will be prorated to the date of closing.

Minerals: Seller's mineral interest will pass to the Buyer.

Soils: 55% Class 2 soils Grant silt loam, 40% Class 3 Crisfield sandy loam, 3% Class 4 Nashville silt loam, & 2% Class 6 Woodward-Port complex.

TRACT 3: 233 ± acres to all dryland cultivation with a small grove of trees bordering the north property line. FSA states 237.14 acres of farmland with 226.73 acres of cropland. There is gravel access to the property with electricity available.

Legal Description: Part of the NE ¼ & E ½ NW ¼ of 32-32-8W in Harper Co., KS (full legal description to be described by Security 1st Title).

Location: From Attica, KS, travel east on Hwy 160 and turn south on NW 90th Ave for 1 mile. Property is located in the southwest corner of NW 90th Ave & NW 50 Rd.

Possession: Possession will be after the 2025 summer wheat harvest. Seller is reserving the 2024 crop. Buyer will receive ⅓ of the 2025 crop and be responsible for ⅓ of the fertilizer, chemicals, and crop insurance.

Taxes: \$1,441.34 - 2024 Taxes will be prorated to the date of closing.

Minerals: Seller's mineral interest will pass to the Buyer.

Soils: 97% Class 2 including Nalim loam, Grant silt loam, Woodward-Quinian loams, Nashville silt loam, & Shellabarger fine sandy loam. 3% Class 3 including Nalim clay loam.

Terms: Earnest money required and shall be paid the day of the auction. Tract 1: \$5,000; Tract 2: \$20,000; Tract 3: \$20,000, with the balance due on or before June 3, 2024. 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 and Gavel Roads are agents of the Seller.



GENE FRANCIS & ASSOCIATES
REAL ESTATE BROKERS & AUCTIONEERS

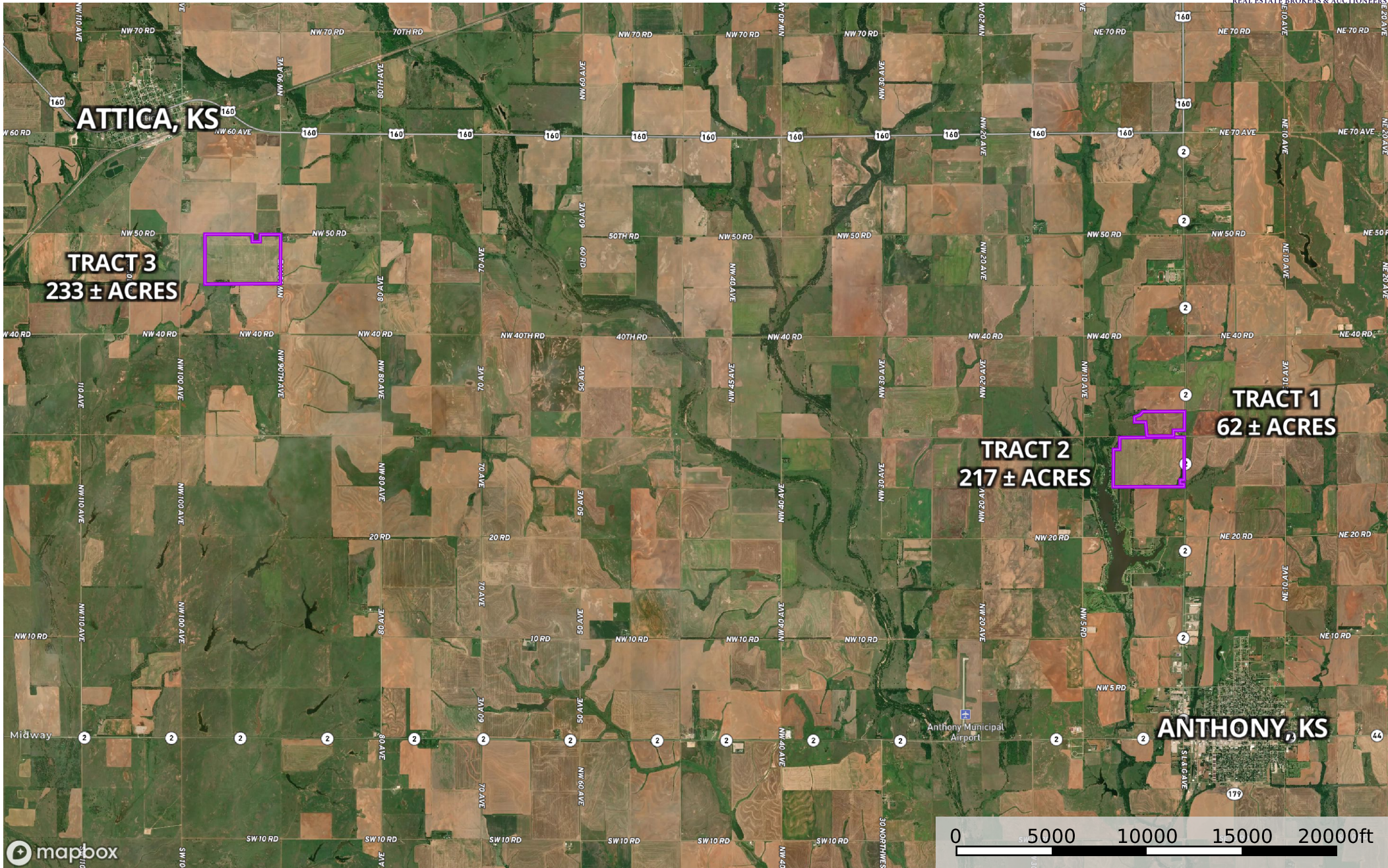
Gene Francis, Broker
(316) 641-3120
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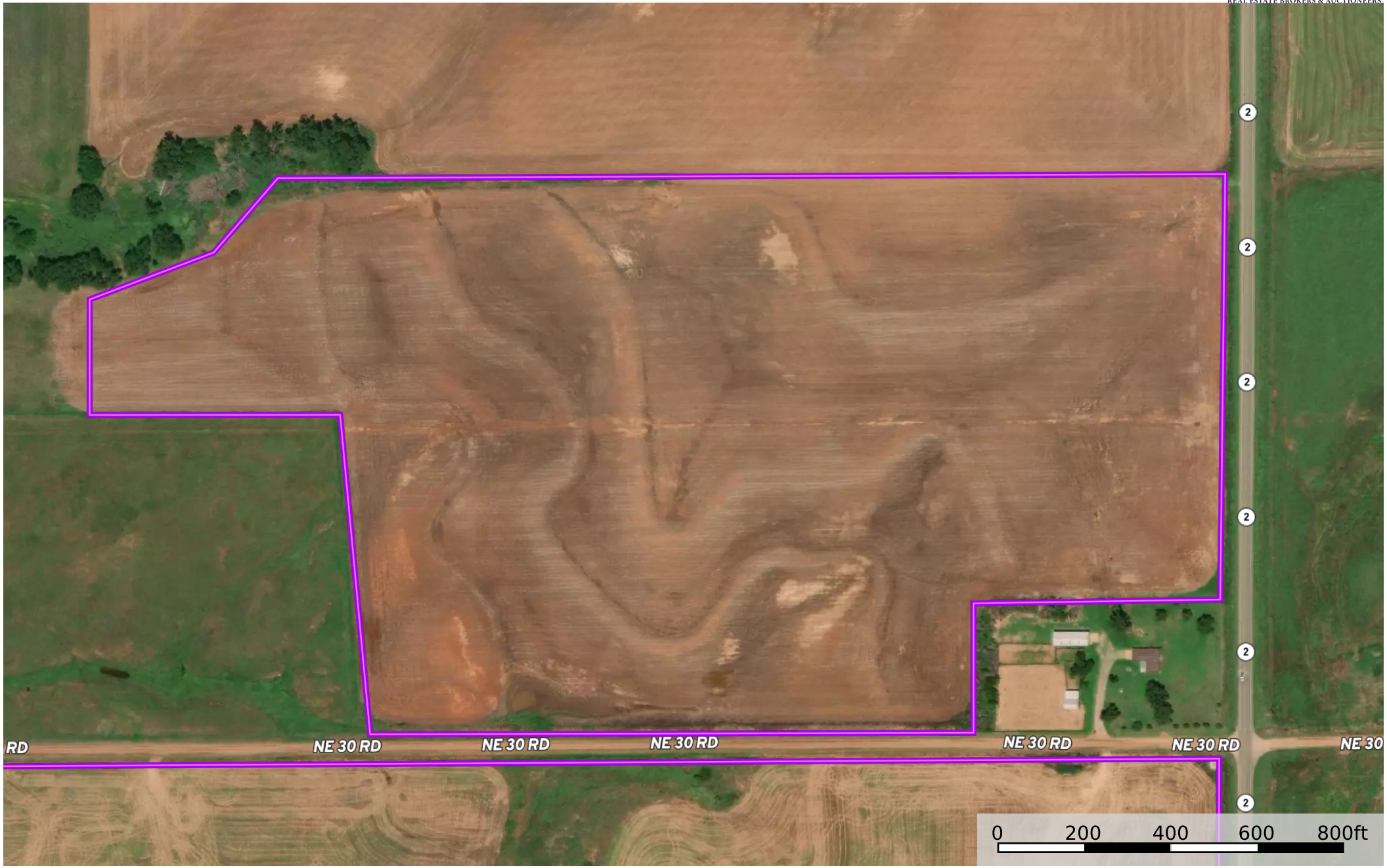





For more information, please visit www.genefrancis.com

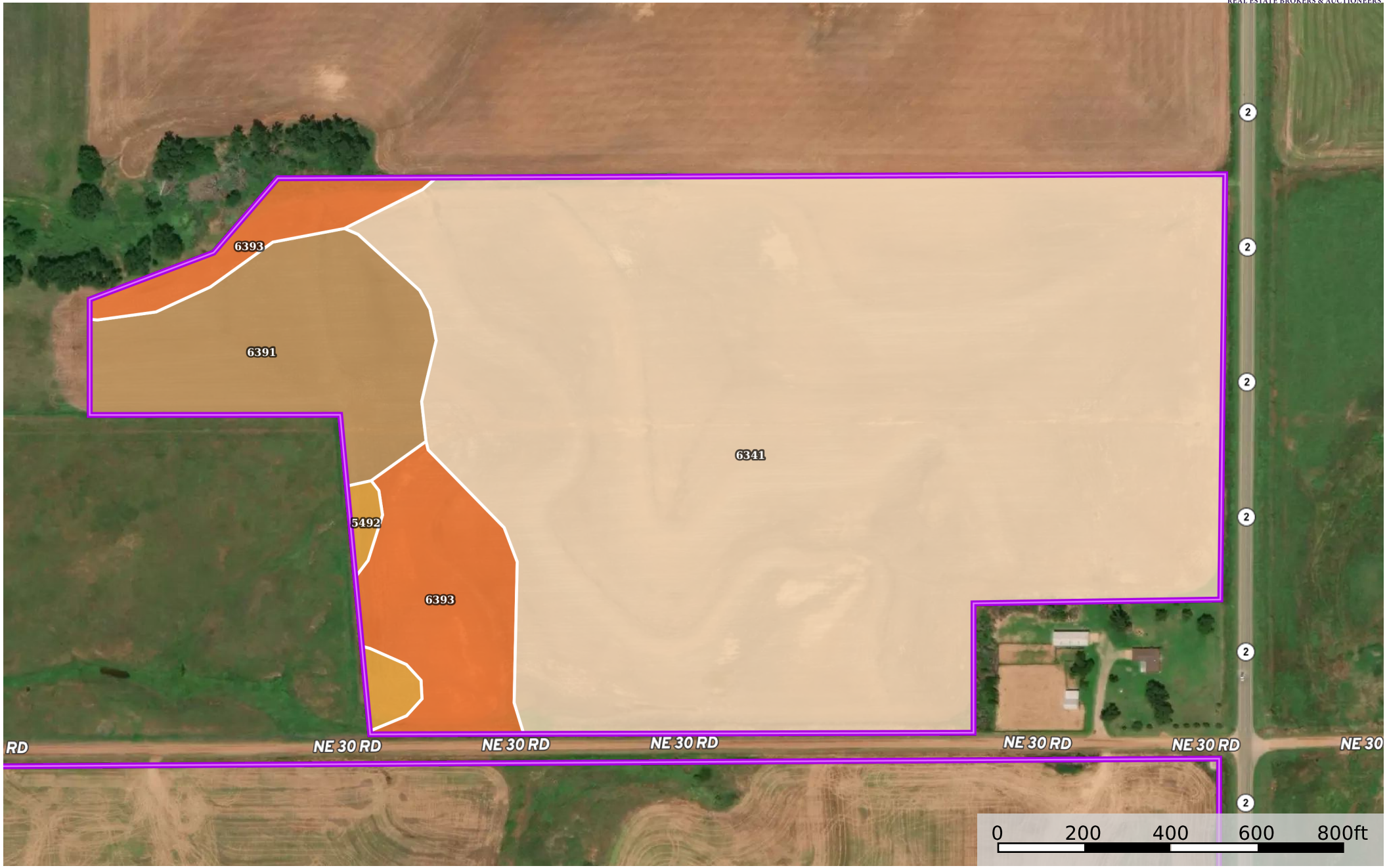







 Boundary 2  Boundary 3  Boundary 1



 Boundary 2  Boundary 3  Boundary 1



 Boundary 2  Boundary 3  Boundary 1

Boundary 2 61.26 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6341	Grant silt loam, 1 to 3 percent slopes	48.3	78.86	0	72	2e
6391	Nashville silt loam, 1 to 3 percent slopes	6.44	10.51	0	45	2e
6393	Nashville silt loam, 3 to 6 percent slopes, eroded	5.84	9.53	0	23	4e
5492	Woodward-Port complex, 0 to 20 percent slopes	0.68	1.11	0	40	6e
TOTALS		61.26(*)	100%	-	64.15	2.24

(*) 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.





Common Land Unit
 [White Box] Cropland [Yellow Box] Non-cropland [Orange Box] CRP

Farm 7566
Tract 1672

Wetland Determination Identifiers
 ● Restricted Use
 ▼ Limited Restrictions
 ■ Exempt from Conservation Compliance Provisions

Tract 1

2024 Crop Year



Tract 1 of 2

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KANSAS
HARPER
Form: FSA-156EZ



FARM : 7566
Prepared : 3/26/24 2:09 PM CST
Crop Year : 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : ██████████
CRP Contract Number(s) : None
Recon ID : 20-077-2021-1
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data

██████	██████	██████	██████	██████	██████	██████	██████	██████	██████
██████	██████	██████	██████	██████	██████	██████	██████	██████	██████
██████	██████	██████	██████	██████	██████	██████	██████	██████	██████
██████	██████	██████	██████	██████	██████	██████	██████	██████	██████

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
██████	██████	██████	██████	
██████	██████	██████		

NOTES

Tract Number : 1672
Description : S2SE4 & E2SW4 2-33-7 *Tract 1 - 6271 - Ac*
FSA Physical Location : KANSAS/HARPER
ANSI Physical Location : KANSAS/HARPER
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : YELLOW BRICK FARMS LLC
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
158.21	87.74	87.74	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	87.74	0.00	0.00	0.00	0.00	0.00

KANSAS
HARPER
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 7566
Prepared : 3/26/24 2:09 PM CST
Crop Year : 2024

Tract 1672 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	87.70	0.00	37
TOTAL	87.70	0.00	

NOTES

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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NOTES

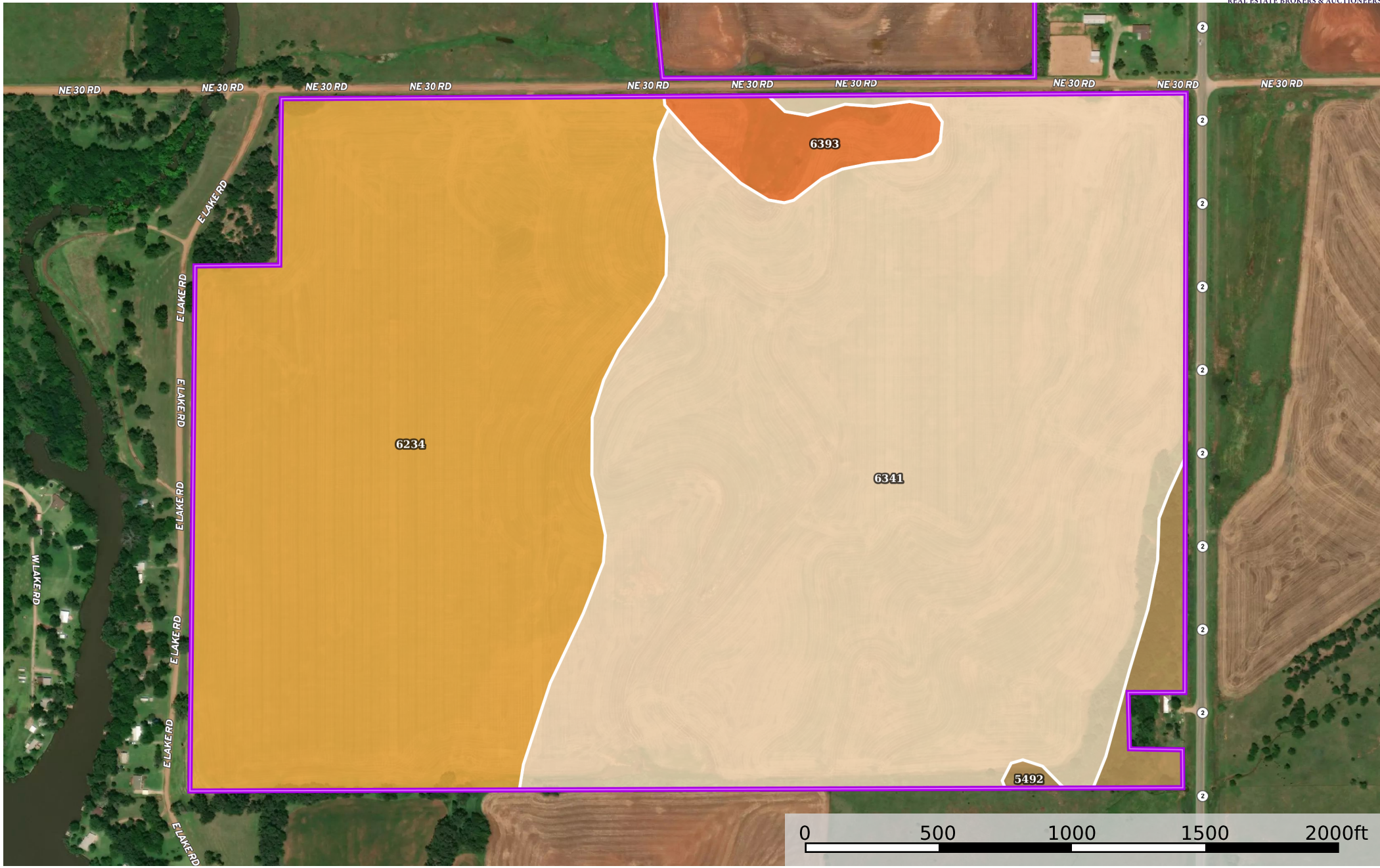
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-  Boundary 2
-  Boundary 3
-  Boundary 1



 Boundary 2  Boundary 3  Boundary 1

Boundary 3 216.23 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6341	Grant silt loam, 1 to 3 percent slopes	118.68	54.89	0	72	2e
6234	Crisfield sandy loam, rarely flooded	87.68	40.55	0	39	3s
6393	Nashville silt loam, 3 to 6 percent slopes, eroded	5.75	2.66	0	40	4e
5492	Woodward-Port complex, 0 to 20 percent slopes	4.12	1.91	0	41	6e
TOTALS		216.23(*)	100%	-	57.18	2.53

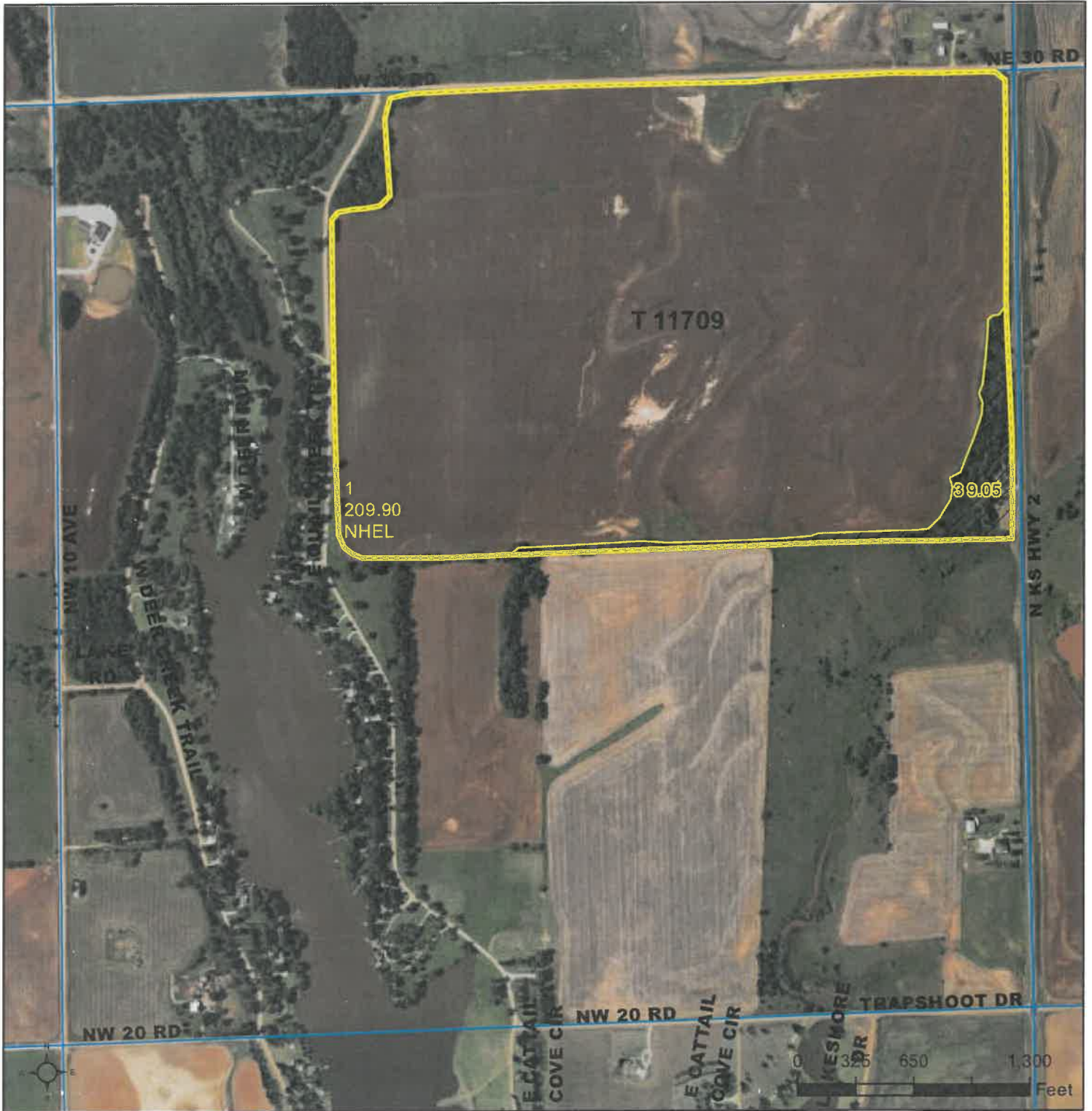
(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.





United States
Department of
Agriculture

Harper County, Kansas



Common Land Unit

- Tract Boundary
- Non-Cropland
- Cropland
- PLSS

Wetland Determination Identifiers

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

Unless noted on field:

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

Tract Cropland Total: 209.90 acres

Tract 2

2024 Program Year

Map Created October 06, 2023

Farm 7566

Tract 11709

11-33-7

Displayed over 2021 NAIP

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Abbreviated 156 Farm Record

Tract 1672 Continued ...

DCP Crop Data

TOTAL	87.70	0.00	

NOTES

Tract Number : 11709

Description : NE4 and E2NW4 11-33-7 *Tract 2-217H-Ac*
FSA Physical Location : KANSAS/HARPER
ANSI Physical Location : KANSAS/HARPER
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : YELLOW BRICK FARMS LLC
Other Producers : None
Recon ID : 20-077-2017-28

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
218.95	209.90	209.90	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	209.90	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	209.90	0.00	36
TOTAL	209.90	0.00	

NOTES

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Form: FSA-156EZ

Abbreviated 156 Farm Record

See Page 2 for non-discriminatory Statements.

Operator Name : [REDACTED]
CRP Contract Number(s) : None
Recon ID : 20-077-2021-1
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

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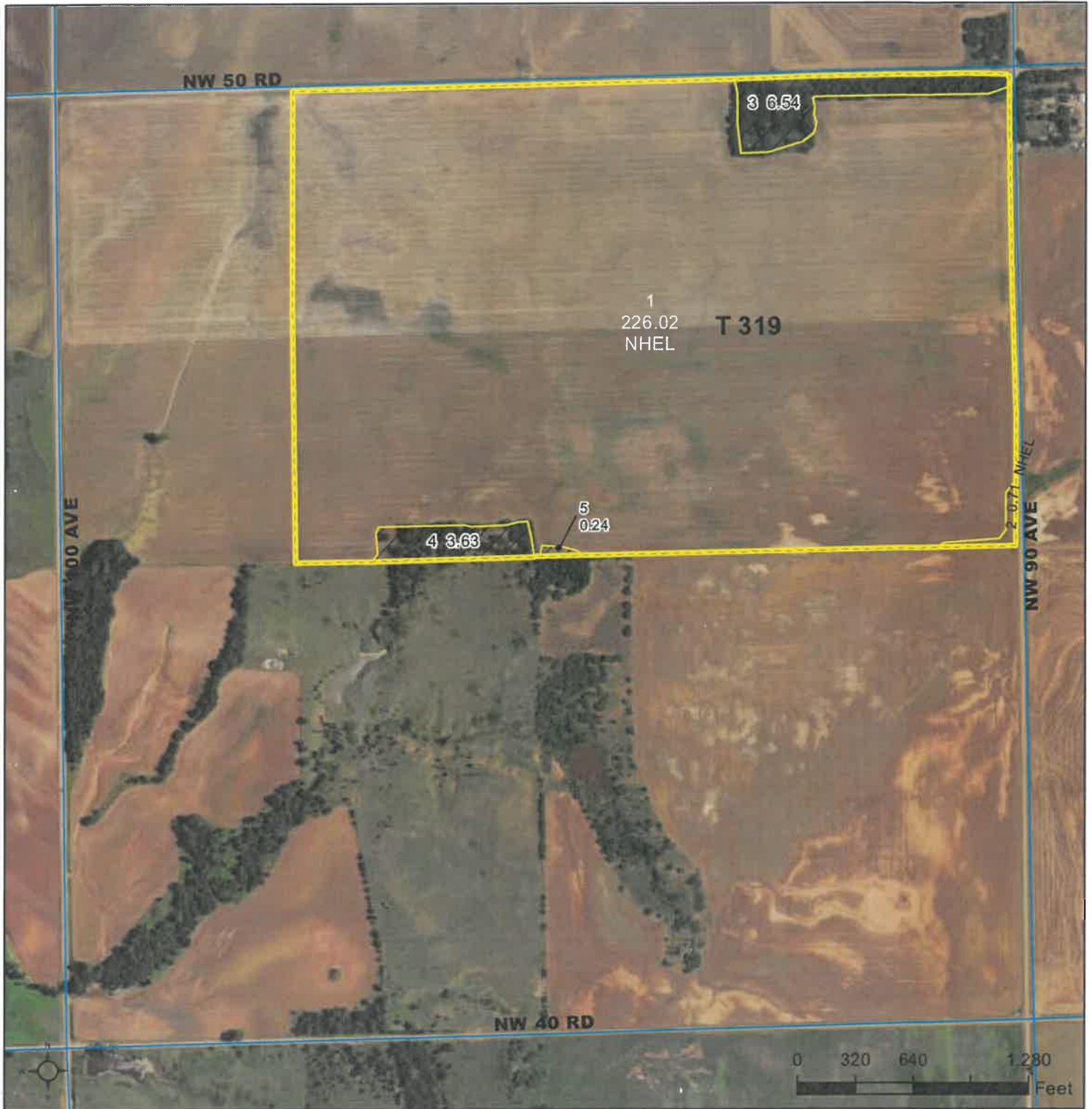
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United States
Department of
Agriculture

Harper County, Kansas



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

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

- Tract Boundary
- PLSS

Unless noted on field:

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

Tract Cropland Total: 226.73 acres

Tract 3

2024 Program Year

Map Created October 05, 2023

Farm 7727

Tract 319

32-32-8

Displayed over 2021 NAIP

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KANSAS
HARPER



United States Department of Agriculture
Farm Service Agency

FARM : 7727

Prepared : 3/18/24 7:34 AM CST

Form: FSA-156EZ

Crop Year : 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : [REDACTED]
CRP Contract Number(s) : None
Recon ID : 20-077-2022-12
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
237.14	226.73	226.73	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	226.73	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	224.40	0.00	31	
TOTAL	224.40	0.00		

NOTES

[Empty notes box]

Tract Number : 319
Description : NE4 & E2NW4 32-32-8 LESS 4.1AC FARMSTEAD *Tract 3-233+1-Ac*
FSA Physical Location : KANSAS/HARPER
ANSI Physical Location : KANSAS/HARPER
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : YELLOW BRICK FARMS LLC
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
237.14	226.73	226.73	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	226.73	0.00	0.00	0.00	0.00	0.00

KANSAS
HARPER
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 7727
Prepared : 3/18/24 7:34 AM CST
Crop Year : 2024

Tract 319 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	224.40	0.00	31
TOTAL	224.40	0.00	

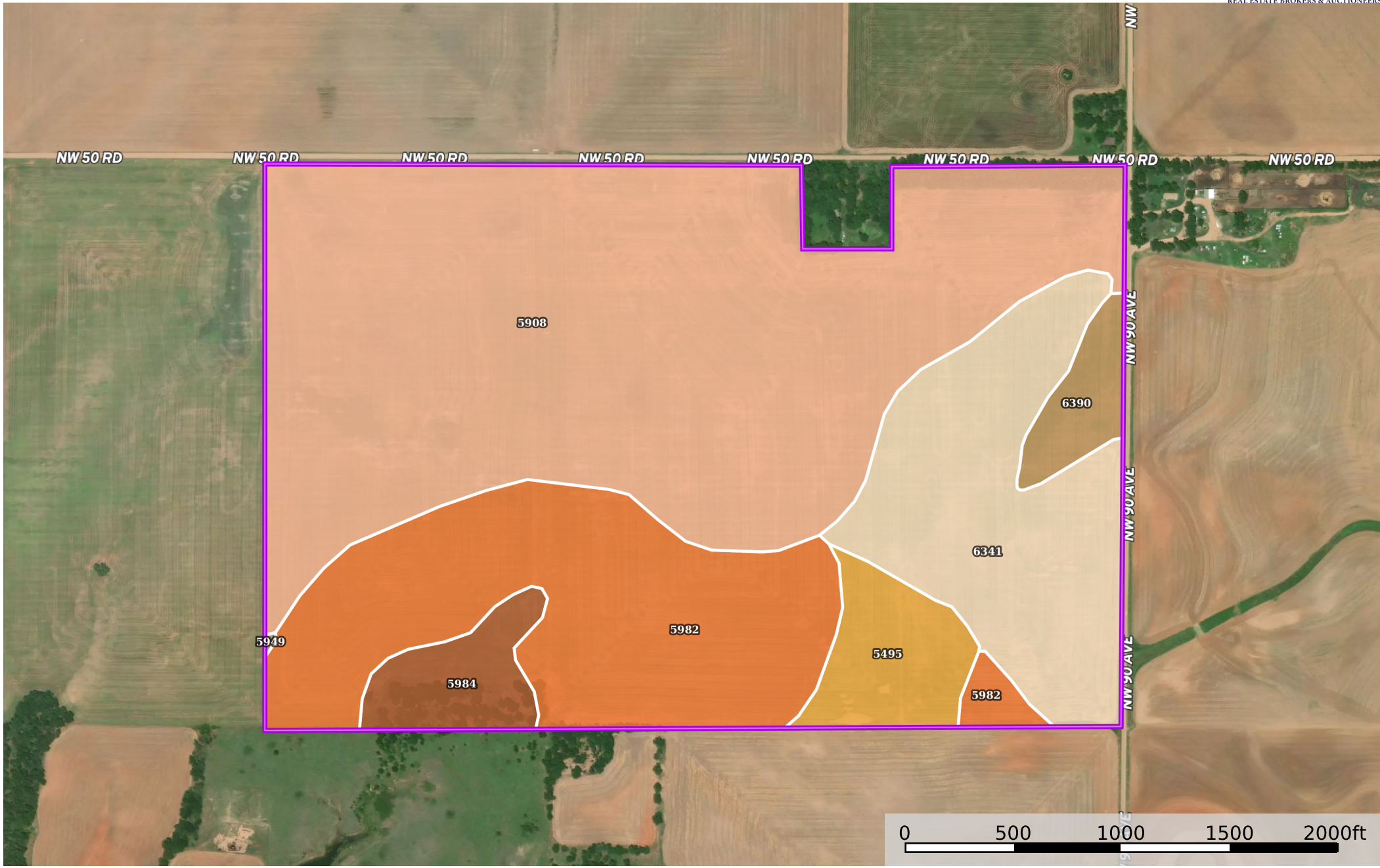
NOTES

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- Boundary 2
- Boundary 3
- Boundary 1

Boundary 1 233.45 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5908	Nalim loam, 0 to 1 percent slopes	123.8 1	53.03	0	69	2c
5982	Nalim loam, 1 to 3 percent slopes	49.56	21.23	0	68	2e
6341	Grant silt loam, 1 to 3 percent slopes	36.51	15.64	0	72	2e
5495	Woodward-Quinlan loams, 1 to 3 percent slopes	10.18	4.36	0	22	2e
5984	Nalim clay loam, 3 to 6 percent slopes, eroded	7.94	3.4	0	54	3e
6390	Nashville silt loam, 0 to 1 percent slopes	5.37	2.3	0	46	2s
5949	Shellabarger fine sandy loam, 1 to 3 percent slopes	0.08	0.03	0	53	2e
TOTALS		233.4 5(*)	100%	-	66.16	2.03

(*) 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

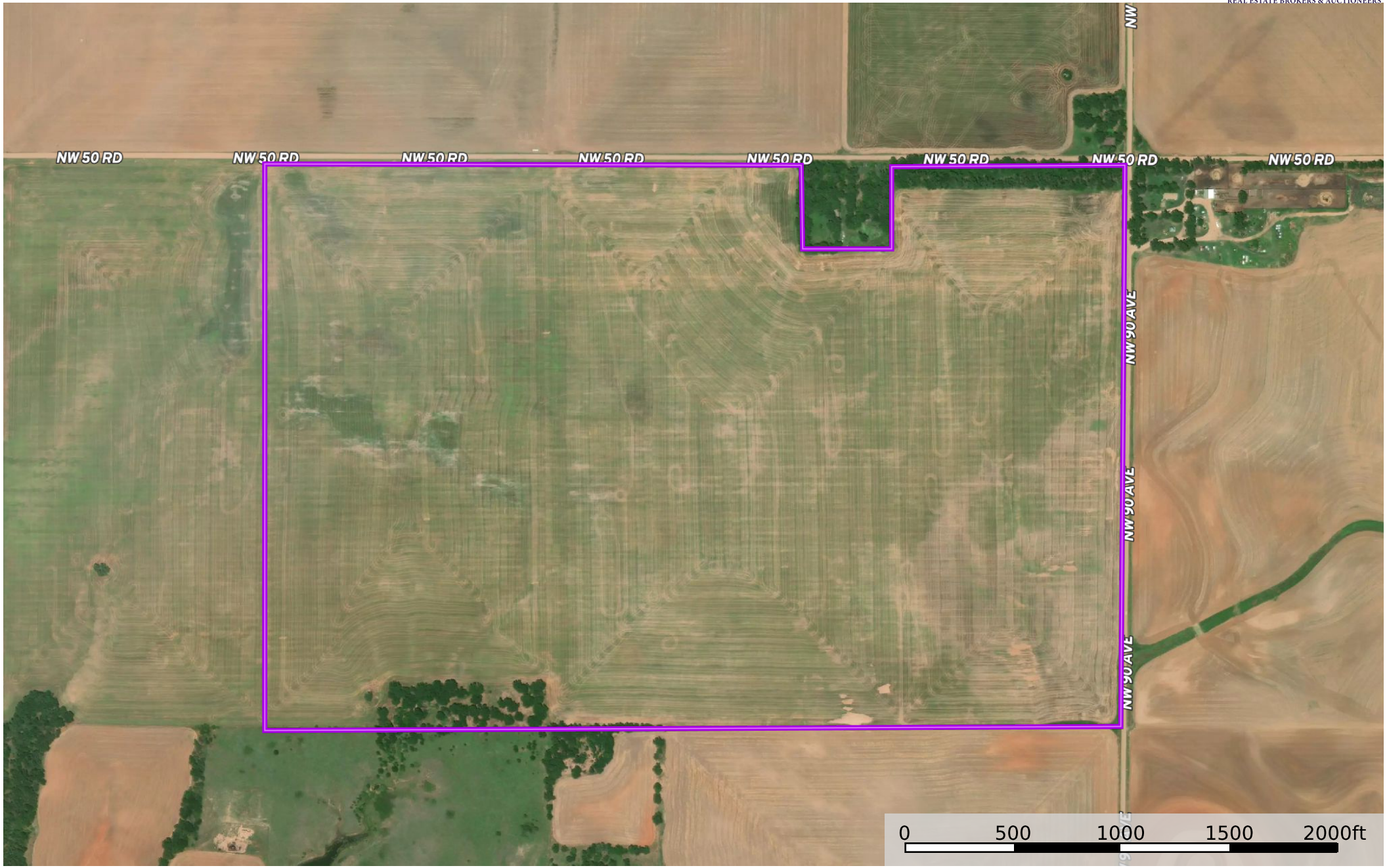
Land, Capability




	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



-  Boundary 2
-  Boundary 3
-  Boundary 1

Print Current Tax Information

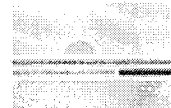
Type	CAMA Number	Tax Identification
RL	131 02 0 00 00 004 00 0 01	062-13102000000040000000
Owner ID	YELLO0004	YELLOW BRICK FARMS LLC
Taxpayer ID	YELLO0004	YELLOW BRICK FARMS LLC
Situs Address: 0 HWY 2/14; 67003		
Subdivision	RURAL TOWNSHIP PARCEL	Block
Tract	1 13 0082	
		Lot(s)
		Section 2
		Township 33
		Range 7

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0000054	001		171.61	171.61	0.00	Yes	Yes

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

PROPERTY TAX INFORMATION



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

Tax History Information

Type **CAMA Number** **Tax Identification**
 RL 131 02 0 00 00 004 00 0 01 062-13102000000040000000

Owner ID YELL00004 YELLOW BRICK FARMS LLC
Taxpayer ID YELL00004 YELLOW BRICK FARMS LLC

[Current Taxes](#)
[Current Real Estate Detail](#)

Situs Address: 0 HWY 2/14; 67003

Subdivision **TOWNSHIP** **Block** **Lot(s)** **Section2** **Township33** **Range 7**
 PARCEL

[Print Friendly Version](#)

Tract 1 13 0082

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2022	YELL00004	0005169	001			0.00	199.68	199.68	0.00	Yes	Yes
2021	YELL00004	0006843	001			0.00	225.16	225.16	0.00	Yes	Yes
2020	YELL00004	0004174	001			0.00	334.12	334.12	0.00	Yes	Yes
2019	YELL00004	0004030	001			0.00	339.31	339.31	0.00	Yes	Yes
2018	YELL00004	0004051	001			0.00	334.30	334.30	0.00	Yes	Yes
2017	YELL00004	0011990	001			0.00	318.56	318.56	0.00	Yes	Yes
2016	YELL00004	0012050	001			0.00	302.23	302.22	0.00	Yes	Yes
2015	YELL00004	0012212	001			0.00	291.17	291.17	0.00	Yes	Yes
2014	YELL00004	0011621	001			0.00	236.82	236.81	0.00	Yes	Yes
2013	YELL00004	0011261	001			0.00	248.77	248.76	0.00	Yes	Yes
2012	YELL00004	0010669	001			0.00	280.26	280.25	0.00	Yes	Yes
2011	YELL00004	0010426	001			0.00	298.59	298.59	0.00	Yes	Yes
2010	YELL00004	0009737	001			0.00	316.72	316.72	0.00	Yes	Yes
2009	YELL00004	0010044	001			0.00	301.96	301.96	0.00	Yes	Yes
2008	YELL00004	0009377	001			0.00	299.50	299.50	0.00	Yes	Yes
2007	OSBO00023	0006891	001			0.00	320.77	320.76	0.00	Yes	Yes
2006	OSBO00023	0006936	001			0.00	320.78	320.78	0.00	Yes	Yes
2005	OSBO00023	0006704	001			0.00	344.78	344.78	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

[Back To Search Results](#)

[Back To Search Criteria](#)

Commitment Cover Page

Order Number: **3066822**

Delivery Date: **03/26/2024**

Property Address: **0 HWY 2/14, Anthony, KS 67003**

For Closing Assistance

Morgan Harsh
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
mharsh@security1st.com

Katie Denton
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
kdenton@security1st.com

For Title Assistance

Lisa D. Lilja
109 W. Main Street
Anthony, KS 67003
Office: (620) 532-2011
llilja@security1st.com

Seller/Owner

YELLOW BRICK FARMS LLC

Ordering Customer

Gene Francis & Associates LLC
Attention: Katie Detmer
12140 W K-42 Hwy
Wichita, KS 67215
(316) 214-1715 (Cell)
(316) 524-8345 (Work)
(316) 524-1412 (Work Fax)
katie@genefrancis.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date:	03/26/2024	Buyer(s):	A Legal Entity - To Be Determined
Order No.:	3066822	Seller(s):	YELLOW BRICK FARMS, LLC
Issuing Office:	Security 1st Title 109 W. Main Street Anthony, KS 67003	Property Address:	0 HWY 2/14, Anthony, KS 67003

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$400.00
	Total TBD
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Tax Information:

131-02-0-00-00-004-00.0-01

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

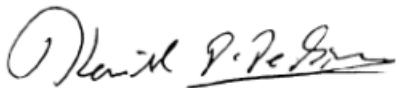
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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


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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Lisa D. Lilja
(620) 532-2011 (Work)
llilja@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity - To Be Determined
Issuing Office:	109 W. Main Street Anthony, KS 67003	Title Contact:	Lisa D. Lilja (620) 532-2011 (Work) lilja@security1st.com
ALTA Universal ID:	1133715		
Loan ID Number:			
Commitment No.:	KS-C3066822		
Property Address:	0 HWY 2/14 Anthony, KS 67003		

SCHEDULE A

1. Commitment Date:

03/18/2024 at 7:00 AM

2. Policy to be issued:

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

TBD

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

Fee Simple

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

YELLOW BRICK FARMS, LLC

5. The Land is described as follows:

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

Security 1st Title, LLC

By:

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Commitment No.: KS-C3066822

Exhibit A

The South Half of the Southeast Quarter (S/2 SE/4) of Section 2, Township 33 South, Range 7 West of the 6th P.M., Harper County, Kansas, LESS the following described tracts:

Beginning at the Southwest corner of said South half of Southeast Quarter; Thence N 0° 18' 28"W, on Half Section line, a distance of 774.72 feet; Thence N 89°14' 24" E, a Distance of 585.86 feet; Thence S4° 54' 13" E, A distance of 777.92 feet to the South line said South half; Thence S89° 20' 44" W, a distance of 648.19 feet to the point of beginning, subject to the South 30 feet for road right of way

and

Commencing at the Southwest corner of said South half of Southeast Quarter Thence N0°18' 28" W, on Half Section line a distance of 1039.63 feet to the point of beginning; Thence continuing N 0°18' 28" W, a distance of 275.47 feet to the North line said South Half; Thence N89° 25' 59"E, on said North Line, a distance of 441.28 feet; Thence S40°30' 02" W, a distance of 226.53 feet; Thence S69°49' 01"W, a distance of 311.80 feet to the point of beginning; Harper County, Kansas

and less

A Tract of land in the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Two (2), Township Thirty-three (33) South, Range Seven (7) West of the 6th P.M., Harper County, Kansas, described as follows:

Beginning at the Southeast Corner of Section Two (2), Township Thirty-three (33) South, Range Seven (7) West of the 6th P.M., thence North 334 feet, thence West 605 feet, thence South 334 feet, thence East 605 feet to the point of beginning.

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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. **Furnish Certificate for our file executed by the Secretary of State of Kansas evidencing that Yellow Brick Farms, LLC is now in good standing in said State.**
6. **Yellow Brick Farms, LLC is a limited liability company. We have copies of the below items. We must be furnished with any amendments thereto and reserve the right to make any additional requirements we deem necessary.**

1. Articles of Organization dated December 03, 2007

2. Operating Agreement dated November 26, 2007

Any instrument to be executed by Yellow Brick Farms, LLC, must:

1. **Be executed in the limited liability company's name, and**
 2. **Be signed by James Bradley Osborne, managing member.**
 3. **In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.**
7. **File a Warranty Deed from YELLOW BRICK FARMS, LLC to A Legal Entity - To Be Determined.**
 8. **Provide this company with a properly completed and executed Owner's Affidavit.**

NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.

9. 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 of \$5.00 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 2023 in the amount of \$343.22, Paid.**

Property ID # 131-02-0-00-00-004.00-0-01

8. **An easement for Pipeline, recorded as Book 11, Page [256](#).
In favor of: Western Ice & Utilities Company, it's successors and assigns
Affects: NE/4-11**
9. **Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC recorded March 29, 2016 in Book G96, Page [547](#).
NOTE: this is a blanket document that is indexed in all Sections, Townships and Ranges in Harper County**
10. **The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.**
11. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
12. **Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.**
13. **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.**
14. **Subject to existing road, street or highway rights of way.**

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15. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the HARPER County Register of Deeds.

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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, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when 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 Policy describes some of the terms contained in the Policy.

The Policy 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 the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy 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 do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, 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; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. 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. That is why 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.

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

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. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

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

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PRIVACY POLICY

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

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

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

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

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

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

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

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Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	131 11 0 00 01 001 00 0 01	062-13111000010010000000
Owner ID	YELL00004 YELLOW BRICK FARMS LLC	
Taxpayer ID	YELL00004 YELLOW BRICK FARMS LLC	

Situs Address: 5 NW 30; 67003

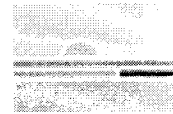
Subdivision	RURAL TOWNSHIP PARCEL	Block	Lot(s)	Section	11	Township	33	Range	7
Tract 1 13 0120									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0000056	001		426.07	426.07	0.00	Yes	Yes

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

PROPERTY TAX INFORMATION



[Return To County Website](#)

[Logout](#)

Tax History Information

Type RL **CAMA Number** 131 11 0 00 01 001 00 0 01 **Tax Identification** 062-13111000010010000000

Owner ID YELL00004 YELLOW BRICK FARMS LLC

Taxpayer ID YELL00004 YELLOW BRICK FARMS LLC

Situs Address: 5 NW 30; 67003

[Current Taxes](#)
[Current Real Estate Detail](#)

RURAL
Subdivision TOWNSHIP **Block** **Lot(s)** **Section 11** **Township 33** **Range 7**
 PARCEL
Tract 1 13 0120

[Print Friendly Version](#)

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2022	YELL00004	0005171	001			0.00	482.00	482.00	0.00	Yes	Yes
2021	YELL00004	0006845	001			0.00	534.24	534.24	0.00	Yes	Yes
2020	YELL00004	0004176	001			0.00	557.62	557.62	0.00	Yes	Yes
2019	YELL00004	0004032	001			0.00	584.04	584.04	0.00	Yes	Yes
2018	YELL00004	0004053	001			0.00	595.87	595.87	0.00	Yes	Yes
2017	YELL00004	0011991	001			0.00	574.99	574.98	0.00	Yes	Yes
2016	YELL00004	0012051	001			0.00	553.67	553.66	0.00	Yes	Yes
2015	YELL00004	0012213	001			0.00	543.45	543.45	0.00	Yes	Yes
2014	YELL00004	0011622	001			0.00	441.55	441.54	0.00	Yes	Yes
2013	YELL00004	0011262	001			0.00	452.41	452.41	0.00	Yes	Yes
2012	YELL00004	0010670	001			0.00	497.15	497.15	0.00	Yes	Yes
2011	YELL00004	0010427	001			0.00	503.63	503.63	0.00	Yes	Yes
2010	YELL00004	0009738	001			0.00	504.09	504.08	0.00	Yes	Yes
2009	YELL00004	0010045	001			0.00	479.44	479.43	0.00	Yes	Yes
2008	YELL00004	0009378	001			0.00	492.54	492.54	0.00	Yes	Yes
2007	OSBO00023	0006892	001			0.00	539.19	539.19	0.00	Yes	Yes
2006	OSBO00023	0006937	001			0.00	549.33	549.32	0.00	Yes	Yes
2005	OSBO00023	0006705	001			0.00	610.22	610.21	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

[Back To Search Results](#)

[Back To Search Criteria](#)

Commitment Cover Page

Order Number: **3066816**

Delivery Date: **03/26/2024**

Property Address: **5 NW 30 RD, Anthony, KS 67003**

For Closing Assistance

Morgan Harsh
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
mharsh@security1st.com

Katie Denton
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
kdenton@security1st.com

For Title Assistance

Lisa D. Lilja
109 W. Main Street
Anthony, KS 67003
Office: (620) 532-2011
llilja@security1st.com

Seller/Owner

YELLOW BRICK FARMS LLC
5 NW 30 RD
ANTHONY, KS 67003

Ordering Customer

Gene Francis & Associates LLC
Attention: Katie Detmer
12140 W K-42 Hwy
Wichita, KS 67215
(316) 214-1715 (Cell)
(316) 524-8345 (Work)
(316) 524-1412 (Work Fax)
katie@genefrancis.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date:	03/26/2024	Buyer(s):	A Legal Entity - To Be Determined
Order No.:	3066816	Seller(s):	YELLOW BRICK FARMS, LLC
Issuing Office:	Security 1st Title 109 W. Main Street Anthony, KS 67003	Property Address:	5 NW 30 RD, Anthony, KS 67003

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$400.00
	Total TBD
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Tax Information:

131-11-0-00-01-001.00-0

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

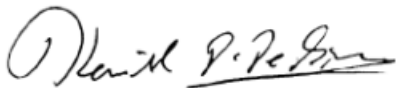
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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


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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Lisa D. Lilja
(620) 532-2011 (Work)
llilja@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity - To Be Determined
Issuing Office:	109 W. Main Street Anthony, KS 67003	Title Contact:	Lisa D. Lilja (620) 532-2011 (Work) lilja@security1st.com
ALTA Universal ID:	1133715		
Loan ID Number:			
Commitment No.:	KS-C3066816		
Property Address:	5 NW 30 RD Anthony, KS 67003		

SCHEDULE A

1. Commitment Date:

03/18/2024 at 7:00 AM

2. Policy to be issued:

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

TBD

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

Fee Simple

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

YELLOW BRICK FARMS, LLC

5. The Land is described as follows:

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

Security 1st Title, LLC

By:

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Commitment No.: KS-C3066816

Exhibit A

The Northeast Quarter (NE/4) of Section Eleven (11), Township Thirty-three (33) South, Range Seven (7) West of the 6th P.M., Harper County, Kansas, LESS and EXCEPT the following tract:

A tract beginning at a point 158.71 feet North of the SE corner of the Northeast Quarter (NE/4) of Section Eleven (11), Township Thirty-three (33) South, Range Seven (7) West of the 6th P.M., Harper County, Kansas, thence West 238.71 feet, thence North 208.71 feet, thence East 238.71 feet, thence South 208.71 feet to the point of beginning

AND

The Northwest Quarter (NW/4) of Section Eleven (11), Township Thirty-three (33) South, Range Seven (7) West of the 6th P.M., Harper County, Kansas, LESS and EXCEPT the following two tracts described as follows:

A tract in the Northwest Quarter of Section 11, Township 33 South, Range 7 West of the 6th P.M., Harper County, Kansas, more particularly described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence N 89°17'02" E, along Half Section line, a distance of 349.82 feet, previous described 353.4 feet more or less; thence N 0°33'13"E, parallel to the West Section line, a distance of 350.00 feet; thence N 18°33'13" E (previous described deflection angle Right 18°) a distance of 939.40 feet; thence N 18°56'47" W, (previous described deflection angle Left 37°30') a distance of 869.70 feet; thence N 89°36'22" W, a distance of 349.72 feet, previous described 353.4 feet more or less to the West section line and 568.6' S 0°33'13" W of the Northwest corner; thence South 0°33'13" W, a distance of 2070.01 feet to the point of beginning. Subject to the West 30 feet for road right of way.

AND LESS

A parcel of land situated in the NW/4 of Section 11, Township 33 South, Range 7 West of the 6th P.M., described as Beginning at a point on the North line of Section 11, Twsp 33 S, Range 7 West, said point being 800.0 feet West of the NE corner of the NW/4 of said Section 11; thence South and parallel to the N & S center line of said Section 11, distance of 600.0 feet; thence West and parallel to the North line of said Section 11, a distance of 307.0 feet; thence South and parallel to the N & S center line of said Section 11, a distance of 2034.0 feet more or less to a point on the E & W center line of said Section 11; thence West along the said E & W center line a distance of 1210.0 feet to a point, said point being 353.4 feet, more or less, East of the SW corner of the NW/4 of said Section 11; thence North and parallel to the West line of said Section 11, a distance of 350.0 feet; thence deflecting 18°00' to the right, a distance of 939.4 feet; thence deflecting 37°30' to the left, a distance of 869.7 feet; thence West and parallel to the North line of said Section 11, a distance of 353.4 feet, more or less, to a point on the West line of said section, said point being 568.5 feet South of the NW corner of the NW/4 of said Section 11; thence North on said West line a distance of 568.6 feet to the NW corner of the NW/4 of said section, thence East along the North line of said section, a distance of 1858.5 feet, more or less, to the point of beginning.

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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. **Furnish Certificate for our file executed by the Secretary of State of Kansas evidencing that Yellow Brick Farms, LLC is now in good standing in said State.**
6. **Yellow Brick Farms, LLC is a limited liability company. We have copies of the below items. We must be furnished with any amendments thereto and reserve the right to make any additional requirements we deem necessary.**

1. Articles of Organization dated December 03, 2007

2. Operating Agreement dated November 26, 2007

Any instrument to be executed by Yellow Brick Farms, LLC, must:

1. **Be executed in the limited liability company's name, and**
 2. **Be signed by James Bradley Osborne, managing member.**
 3. **In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.**
7. **File a Warranty Deed from YELLOW BRICK FARMS, LLC to A Legal Entity - To Be Determined.**
 8. **Provide this company with a properly completed and executed Owner's Affidavit.**

NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.

9. 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 of \$5.00 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 2023 in the amount of \$852.14, Paid.**

Property ID # 131-11-0-00-01-001.00-0-01

8. **Terms and provisions of Lease Agreement by and between Margaret D & C.V. Terrell and Greeley Gas Company recorded July 24, 1989 in Book 35, Page [99](#), together with all subsequent assignments and conveyances.**
9. **An easement for Rural Water Line, recorded as Book 35, page [1379](#).
In favor of: Rural Water District #2
Affects: N/2 Section 11**
10. **An easement for Water Line, recorded as Book 32, Page [246](#).
In favor of: Rural Water District #2
Affects: NW/4**
11. **An easement for Pipeline, recorded as Book 11, Page [256](#).
In favor of: Western Ice & Utilities Company it's successors and/or assigns
Affects: NE/4-11**
12. **Acquisition of Public Highway Right of Way by and between Margaret D. Terrell and Board of County Commissioner's recorded June 3, 1996 in Book 36, Page [267](#).**

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13. Terms and provisions of the oil and gas leases executed between Yellow Brick Farms, lessor, and Continental Land Resources, LLC, lessee, filed 2/22/2011 recorded in/on Book 91, Page [1402](#), 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 we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

14. Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC recorded March 29, 2016 in Book G96, Page [547](#).

NOTE: this is a blanket document that is indexed in all Sections, Townships and Ranges in Harper County

15. Terms and provisions of Memorandum of Participation and Development Agreement by and between SandRidge Exploration and Production, LLC and Atinium MidCon I, LLC, recorded September 30, 2011 in Book G92, Page [804](#).
16. Terms and conditions of Memorandum of Agreement by and between SandRidge Exploration and Production, LLC and Plains Marketing, LP recorded May 1, 2012 in Book G93, Page [207](#).
17. Terms and conditions of Memorandum of Agreement by and between SandRidge Exploration and Production, LLC and Repsol E & P USA Inc. recorded January 9, 2012 in Book G92, Page [1539](#)
18. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
19. Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.
20. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
21. 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.
22. Subject to existing road, street or highway rights of way.
23. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the HARPER County Register of Deeds.

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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, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when 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 Policy describes some of the terms contained in the Policy.

The Policy 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 the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy 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 do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, 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; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. 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. That is why 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.

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

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. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

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

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PRIVACY POLICY

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

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

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

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

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

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

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

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Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	079 32 0 00 00 003 00 0 01	032-07932000000030000000
Owner ID	YELL00004	YELLOW BRICK FARMS LLC
Taxpayer ID	YELL00004	YELLOW BRICK FARMS LLC

Situs Address: 0 NW 50; 67009

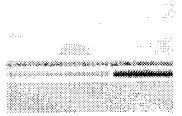
Subdivision	RURAL TOWNSHIP PARCEL	Block	Lot(s)	Section	32	Township	32	Range	8
Tract 1 07 0106									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0000811	001		258.21	258.21	0.00	Yes	Yes

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

PROPERTY TAX INFORMATION



[Return To County Website](#)

[Logout](#)

Tax History Information

Type RL **CAMA Number** 079 32 0 00 00 003 00 0 01 **Tax Identification** 032-07932000000030000000

Owner ID YELL00004 YELLOW BRICK FARMS LLC

Taxpayer ID YELL00004 YELLOW BRICK FARMS LLC

Situs Address: 0 NW 50; 67009

[Current Taxes](#)
[Current Real Estate Detail](#)

Subdivision RURAL TOWNSHIP PARCEL **Block** **Lot(s)** **Section32** **Township32** **Range 8**

[Print Friendly Version](#)

Tract 1 07 0106

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2022	YELL00004	0000444	001			0.00	306.91	306.91	0.00	Yes	Yes
2021	YELL00004	0001715	001			0.00	363.17	363.17	0.00	Yes	Yes
2020	YELL00004	0005709	001			0.00	354.14	354.14	0.00	Yes	Yes
2019	YELL00004	0001803	001			0.00	361.79	361.79	0.00	Yes	Yes
2018	YELL00004	0001811	001			0.00	372.02	372.02	0.00	Yes	Yes
2017	YELL00004	0011987	001			0.00	375.64	375.63	0.00	Yes	Yes
2016	YELL00004	0012047	001			0.00	356.37	356.36	0.00	Yes	Yes
2015	YELL00004	0012209	001			0.00	314.64	314.64	0.00	Yes	Yes
2014	YELL00004	0011618	001			0.00	252.97	252.96	0.00	Yes	Yes
2013	YELL00004	0011258	001			0.00	266.52	266.52	0.00	Yes	Yes
2012	YELL00004	0010666	001			0.00	261.85	261.85	0.00	Yes	Yes
2011	YELL00004	0010423	001			0.00	247.32	247.31	0.00	Yes	Yes
2010	YELL00004	0009734	001			0.00	257.13	257.12	0.00	Yes	Yes
2009	YELL00004	0010041	001			0.00	233.22	233.21	0.00	Yes	Yes
2008	YELL00004	0009375	001			0.00	239.56	239.56	0.00	Yes	Yes
2007	OSBO00023	0006888	001			0.00	248.70	248.69	0.00	Yes	Yes
2006	OSBO00023	0006933	001			0.00	247.97	247.97	0.00	Yes	Yes
2005	OSBO00023	0006701	001			0.00	270.42	270.42	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

[Back To Search Results](#)

[Back To Search Criteria](#)

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	079 32 0 00 00 001 00 0 01	032-07932000000010000000

Owner ID YELL00004 YELLOW BRICK FARMS LLC

Taxpayer ID YELL00004 YELLOW BRICK FARMS LLC

Situs Address: 0 NW 90; 67009

Subdivision	RURAL TOWNSHIP PARCEL	Block	Lot(s)	Section	32	Township	32	Range	8
Tract 1 07 0104									

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0000799	001		462.46	462.46	0.00	Yes	Yes

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

PROPERTY TAX INFORMATION



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

Tax History Information

Type **CAMA Number** **Tax Identification**
 RL 079 32 0 00 00 001 00 0 01 032-07932000000010000000
Owner ID YELL00004 YELLOW BRICK FARMS LLC
Taxpayer ID YELL00004 YELLOW BRICK FARMS LLC
 Situs Address: 0 NW 90; 67009

[Current Taxes](#)
[Current Real Estate Detail](#)

RURAL
Subdivision TOWNSHIP **Block** **Lot(s)** **Section** 32 **Township** 32 **Range** 8
 PARCEL

[Print Friendly Version](#)

Tract 1 07 0104

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2022	YELL00004	0000432	001			0.00	552.82	552.82	0.00	Yes	Yes
2021	YELL00004	0001713	001			0.00	657.44	657.44	0.00	Yes	Yes
2020	YELL00004	0005707	001			0.00	641.78	641.78	0.00	Yes	Yes
2019	YELL00004	0001801	001			0.00	657.53	657.53	0.00	Yes	Yes
2018	YELL00004	0001809	001			0.00	677.11	677.11	0.00	Yes	Yes
2017	YELL00004	0011986	001			0.00	684.41	684.40	0.00	Yes	Yes
2016	YELL00004	0012046	001			0.00	649.90	649.89	0.00	Yes	Yes
2015	YELL00004	0012208	001			0.00	583.64	583.63	0.00	Yes	Yes
2014	YELL00004	0011617	001			0.00	475.07	475.07	0.00	Yes	Yes
2013	YELL00004	0011257	001			0.00	499.16	499.15	0.00	Yes	Yes
2012	YELL00004	0010665	001			0.00	490.47	490.47	0.00	Yes	Yes
2011	YELL00004	0010422	001			0.00	442.11	442.10	0.00	Yes	Yes
2010	YELL00004	0009733	001			0.00	458.83	458.83	0.00	Yes	Yes
2009	YELL00004	0010040	001			0.00	412.43	412.43	0.00	Yes	Yes
2008	YELL00004	0009374	001			0.00	421.47	421.46	0.00	Yes	Yes
2007	OSBO00023	0006887	001			0.00	436.60	436.59	0.00	Yes	Yes
2006	OSBO00023	0006932	001			0.00	434.57	434.56	0.00	Yes	Yes
2005	OSBO00023	0006700	001			0.00	472.85	472.85	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

[Back To Search Results](#)

[Back To Search Criteria](#)

Commitment Cover Page

Order Number: **3066827**

Delivery Date: **03/26/2024**

Property Address: **0 NW 90 & 0 NW 50, Attica, KS 67009**

For Closing Assistance

Morgan Harsh
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
mharsh@security1st.com

Katie Denton
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
kdenton@security1st.com

For Title Assistance

Lisa D. Lilja
109 W. Main Street
Anthony, KS 67003
Office: (620) 532-2011
llilja@security1st.com

Seller/Owner

YELLOW BRICK FARMS LLC

Ordering Customer

Gene Francis & Associates LLC
Attention: Katie Detmer
12140 W K-42 Hwy
Wichita, KS 67215
(316) 214-1715 (Cell)
(316) 524-8345 (Work)
(316) 524-1412 (Work Fax)
katie@genefrancis.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date:	03/26/2024	Buyer(s):	A Legal Entity - To Be Determined
Order No.:	3066827	Seller(s):	YELLOW BRICK FARMS, LLC
Issuing Office:	Security 1st Title 109 W. Main Street Anthony, KS 67003	Property Address:	0 NW 90 & 0 NW 50, Attica, KS 67009

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$400.00
Total TBD	
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Tax Information:

079-32-0-00-00-001.00-0-01, 079-32-0-00-00-001-00-0-01

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

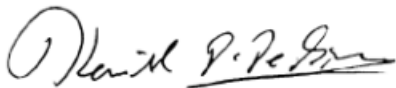
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

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


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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Lisa D. Lilja
(620) 532-2011 (Work)
llilja@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity - To Be Determined
Issuing Office:	109 W. Main Street Anthony, KS 67003	Title Contact:	Lisa D. Lilja (620) 532-2011 (Work) lilja@security1st.com
ALTA Universal ID:	1133715		
Loan ID Number:			
Commitment No.:	KS-C3066827		
Property Address:	0 NW 90 & 0 NW 50 Attica, KS 67009		

SCHEDULE A

1. Commitment Date:

03/18/2024 at 7:00 AM

2. Policy to be issued:

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

TBD

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

Fee Simple

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

YELLOW BRICK FARMS, LLC

5. The Land is described as follows:

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

Security 1st Title, LLC

By: 





Commitment No.: KS-C3066827

Exhibit A

Tract 1:

The Northeast Quarter (NE/4) of Section 32, Township 32 South, Range 8 West of the 6th P.M., Harper County, Kansas, less a tract of land more particularly described as beginning at a point on the North line of Section 32-T32-R8W a distance of 1096 feet West of the NE corner of said section and going westerly along the North line of said section a distance of 421.5 feet, thence turning left through a deflection angle of 92°55' and going Southerly a distance of 424.5 feet, thence turning left and going Easterly a distance of 421.5 feet, parallel to the North line of the section, thence turning left and going northerly a distance of 424.5 feet to the point of beginning.

and

Tract 2:

the East Half of the Northwest Quarter (E/2 NW/4) of Section 32, Township 32 South, Range 8 West of the 6th P.M., Harper County, Kansas.

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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. **Furnish Certificate for our file executed by the Secretary of State of Kansas evidencing that Yellow Brick Farms, LLC is now in good standing in said State.**
6. **Yellow Brick Farms, LLC is a limited liability company. We have copies of the below items. We must be furnished with any amendments thereto and reserve the right to make any additional requirements we deem necessary.**

1. Articles of Organization dated December 03, 2007

2. Operating Agreement dated November 26, 2007

Any instrument to be executed by Yellow Brick Farms, LLC, must:

- 1. Be executed in the limited liability company's name, and**
 - 2. Be signed by James Bradley Osborne, managing member.**
 - 3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.**
7. **File a Warranty Deed from YELLOW BRICK FARMS, LLC to A Legal Entity - To Be Determined.**
 8. **Provide this company with a properly completed and executed Owner's Affidavit.**

NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.

9. 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 of \$5.00 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 2023 in the amount of \$924.92, Paid.**

Property ID # 079-32-0-00-00-001.00-0-01 (Tract 1)

8. **General taxes and special assessments for the year 2023 in the amount of \$516.42, Paid.**

Property ID # 079-32-0-00-00-003.00-0-01 (Tract 2)

9. **An easement for Pipeline, recorded as Book 89, Page [969](#).
In favor of: Woolsey Operating Company, LLC, it's successors and/or assigns
Affects: E/2 NW/4 & NE/4-32-32-8
Ratification recorded in Book 89, Page [972](#)
Ratification recorded in Book 89, Page [971](#)
Ratification recorded in Book 89, Page [970](#)**
10. **An easement for Pipeline, recorded as Book 74, Page 175.
In favor of: Peoples Natural Gas Division, it's successors and/or assigns
Affects: NE/4**

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11. Terms and provisions of the oil and gas leases executed between Yellow Brick Farms, LLC, lessor, and Woolsey Energy Corporation, lessee, filed 12/17/2009 recorded in/on Book 91, Page [28](#), together with all subsequent assignments and conveyances. (NE/4-32-32-8 less tract)

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 we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

12. Terms and provisions of the oil and gas leases executed between Ralph L. Osborne, lessor, and Thompson Interests, Inc., lessee, filed 5/15/2006 recorded in/on Book 89, Page [102](#), together with all subsequent assignments and conveyances. (E/2 NW/4-32-32-8)
Correction Lease recorded August 16, 2006 in Book 89, Page [330](#)
Affidavit of Lease Extension recorded in Book 90, Page [1306](#)

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 we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

13. Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC recorded March 29, 2016 in Book G96, Page [547](#).

NOTE: this is a blanket document that is indexed in all Sections, Townships and Ranges in Harper County

14. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
15. Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.
16. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
17. 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.
18. Subject to existing road, street or highway rights of way.
19. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the HARPER County Register of Deeds.

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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, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when 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 Policy describes some of the terms contained in the Policy.

The Policy 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 the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy 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 do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, 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; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. 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. That is why 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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

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. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

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

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PRIVACY POLICY

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

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

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

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

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

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

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

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