

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

*Michael Jamison Estate
Perry, Kansas
343 +/- acres to be sold in 4 tracts*



**Heritage Brokers
& Auctioneers**

TABLE OF CONTENTS

- **Cover Letter**
- **Tract Map**
- **Aerial Photos**
- **Broker Disclosure Form**
- **Auction Terms and Conditions**
- **FSA Forms**
- **Commitment For Title Insurance**
- **Exceptions**
- **Septic Easement**
- **Sample Purchase Contract**



WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 100 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com (for Traditional Real Estate Sales).

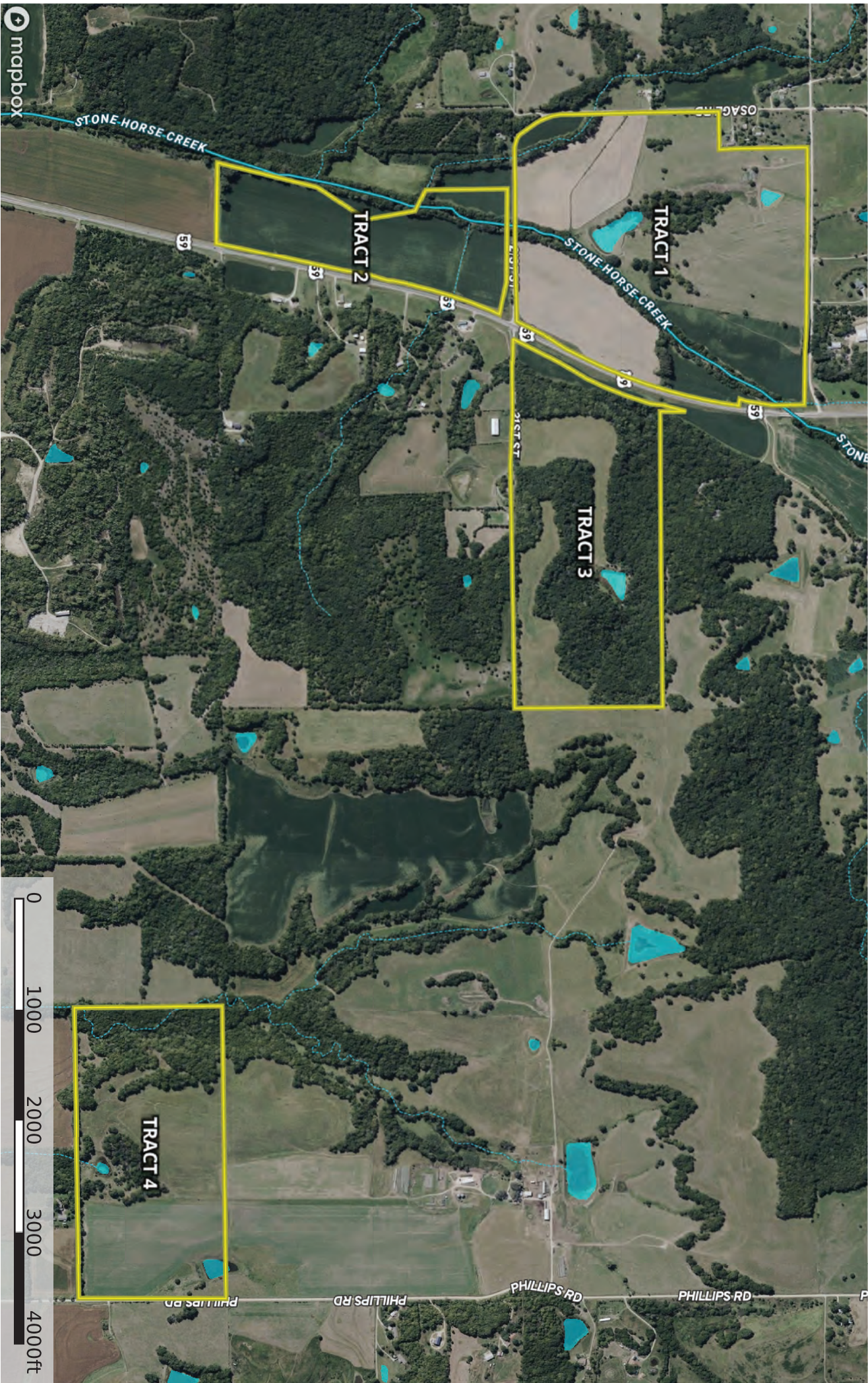
Thanks again for your attendance,

A handwritten signature in black ink, appearing to read "Shawn Terrel".

R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer

UNITED COUNTRY®
in Kansas City since 1925

(877) 318-0438 Office * (816) 420-6219 Fax * 2820 NW Barry Rd., Kansas City, MO 64154
www.BidHeritage.com & www.BuyHeritage.com



TRACT 1

TRACT 2

TRACT 3

TRACT 4

Stream, Intermittent

River/Creek

Water Body

mapbox

0 1000 2000 3000 4000ft



TRACT 1

136 +/- acres

Row Crop * Pasture

Ponds * Creek * Hunting

TRACT 2

45 +/- acres

Row Crop

Creek * Hunting



TRACT 3

91 +/- acres

Row Crop * Pasture

Timber * Pond * Hunting

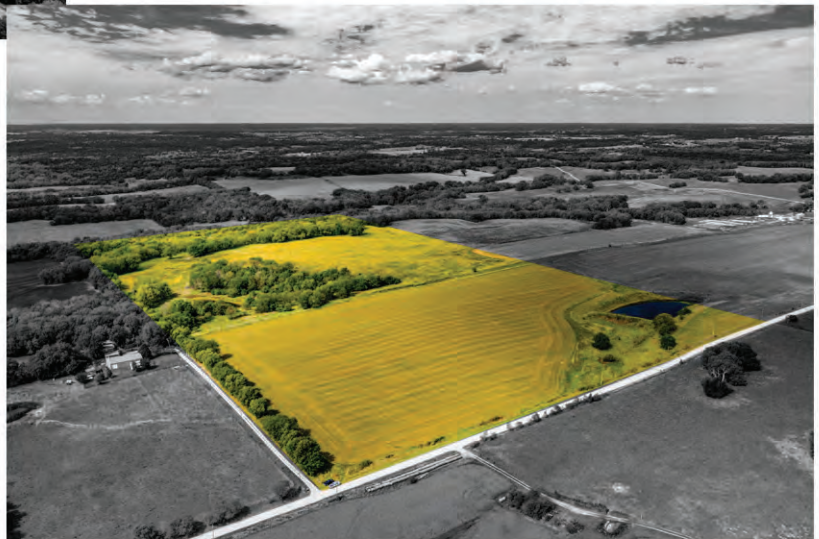


TRACT 4

81 +/- acres

Row Crop * Hay Fields

Timber * Ponds * Hunting



Real Estate Brokerage Relationships

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

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

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

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

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

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

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

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

The transaction broker is responsible for performing the following duties:

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

Agents and Transaction Brokers have no duty to:

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

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

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)



Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction: ***354+/- acres offered in (4) tracts and located in Sections Twenty (20) and Twenty-eight (28), Township Eleven (11) South, Range Nineteen (19) East, Jefferson County, Kansas. (See attached auction tract map for further details).***

Legal Description: The full legal descriptions shall be provided by the Title Company.

Online Auction Dates:

- o Online Bidding Opens on Friday, October 17th at 6:00 pm (CT)
- o Online Bidding Closes on Monday, November 17th, at 6:00 pm (CT)

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country| Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

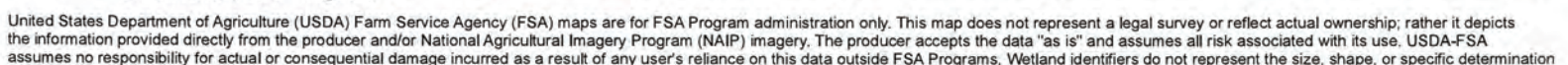
Online Auction Terms & Conditions

- 1) **Absolute Auction:** The property will be sold to the highest bidder with no reserve price.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at lucinda@buyheritage.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below.
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing bids in the auction. Scheduled property inspection dates are advertised, and additional inspection dates can be arranged by contacting the auction company at (877) 318-0438.
- 5) **Buyer's Premium:** An **Eight Percent (8%)** Buyer's Premium will be added to the final online bid, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to their winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning bid \$100,000 + 8% buyer's premium = total contract price of \$108,000).

- 6) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S. Funds only.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, within 24 hours of being declared the winning bidder. Upon the close of the auction the winning bidder will be forwarded via email a Real Estate Auction Sales Contract to purchase the property. A signed copy of the Real Estate Auction Sales Contract must be received by the Auctioneer, no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Real Estate Auction Sales Contract may be e-signed or hand delivered to the auction company. A sample Real Estate auction Sales Contract is available for Bidder to review prior to bidding in the auction.
- 8) **Down Payment:** The winning bidder agrees to deposit a non-refundable Ten Percent (10%) down payment based on the total contract purchase price, with the Title Company no later than 24 hours following the close of auction bidding. The closing agents contact information is listed below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **Wednesday, December 17th, 2025**. Closing shall take place at **Lawyers Title of Kansas, 5715 SW 21st Street, Topeka, Kansas 66604**. The closing agent is **David St. John**, email is DStJohn@LTKansas.com, and phone number is **785-271-5225**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record. A Septic Easement will be filed pertaining to Tract 1 prior to closing. An Easement for an existing Water Well House and Related Facilities will be filed pertaining to Tract 3 prior to closing.
- 11) **Minerals:** The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** The property is legally described and no survey shall be required to transfer title to the Buyer. In the event the buyer desires a survey, it shall be at the buyer sole expense.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title Insurance:** Owner's Title Insurance Policy in the full amount of the purchase price will be provided by the Seller. Buyer shall be responsible for a Lender's Title Insurance Policy (if any). Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 17) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

Signature and Information to Follow



KANSAS
JEFFERSON

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 7583

Prepared : 9/30/25 2:10 PM CST

Crop Year : 2026

Operator Name : MICHAEL LANDON JAMISON
CRP Contract Number(s) : None
Recon ID : 20-087-2025-99
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
997.61	409.75	409.75	0.00	0.00	0.00	0.00	0.0	Active	3
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	409.75		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	OATS, CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Oats	3.85	0.00	36	
Corn	44.76	0.00	146	70
Soybeans	33.50	0.00	50	30
TOTAL	82.11	0.00		

NOTES

--

Tract Number : 5885
Description :
FSA Physical Location : KANSAS/JEFFERSON
ANSI Physical Location : KANSAS/JEFFERSON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : J-BAR RANCH LC
Other Producers : None
Recon ID : 20-087-2019-1

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
951.54	370.14	370.14	0.00	0.00	0.00	0.00	0.0



Jefferson County, KS

Crop Year 2025

HEL=Highly Erodible Land
NHEL=Non-Highly Erodible Land
UHEL=Undetermined

Wetland Determination Identifiers
Red dot- Restricted Use
Yellow triangle- Limited Restrictions

Green Square-Exempt from Conservation
Compliance Provisions

UNLESS NOTED ON FIELD, ALL COMMODITIES
HAVE INTENDED USE OF GRAIN (GR) WITH A
PRACTICE OF (NI) NON-IRRIGATED USING THE
FOLLOWING ABBREVIATIONS:

(C) = CORN, YELLOW
(Milo/GS) = GRAIN SORGHUM
(B/SB) = SOYBEANS, COMMON
(W/WHT) = WHEAT
(HRW) = HARD RED WINTER WHEAT
(SRW) = SOFT RED WINTER WHEAT
When noted, IRR = Irrigated



United States Department of Agriculture

Displayed on 2023 NAIF

Farm: 7583
Tract: 6580

Grass/SMO/FG --- O
Grass/SMO/GZ --- *
Grass/SMO/LS --- .
Grass/NAG/GZ --- #
Grass/NAG/FG --- +
Grass/NAG/LS --- √
Grass/FTA/FG --- @
Grass/FTA/GZ --- \$
Grass Plant date if not labeled 10-01-2001

KANSAS
JEFFERSON
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 7583
Prepared : 9/30/25 2:10 PM CST
Crop Year : 2026

Tract 5885 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	370.14	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Oats	2.54	0.00	36
Corn	29.50	0.00	146
Soybeans	22.09	0.00	50
TOTAL	54.13	0.00	

NOTES

Tract Number : 6580
Description : E2, NW4, SW4; 20-11-19
FSA Physical Location : KANSAS/JEFFERSON
ANSI Physical Location : KANSAS/JEFFERSON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system is not required - no agricultural commodity
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : JUDY H JAMISON
Other Producers : None
Recon ID : 20-087-2025-15

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
25.18	21.18	21.18	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	21.18	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Oats	0.99	0.00	36
Corn	11.55	0.00	146
Soybeans	8.64	0.00	50
TOTAL	21.18	0.00	

NOTES



Jefferson County, KS

Crop Year 2025

HEL=Highly Erodible Land
 NHEL=Non-Highly Erodible Land
 UHEL=Undetermined
 Wetland Determination Identifiers
 Red dot- Restricted Use
 Yellow triangle- Limited Restrictions
 Green Square-Exempt from Conservation
 Compliance Provisions

UNLESS NOTED ON FIELD, ALL COMMODITIES
 HAVE INTENDED USE OF GRAIN (GR) WITH A
 PRACTICE OF (NI) NON-IRRIGATED USING THE
 FOLLOWING ABBREVIATIONS:

(C) = CORN, YELLOW
 (Milo/GS) = GRAIN SORGHUM
 (B/SB) = SOYBEANS, COMMON
 (W/WHT) = WHEAT
 (HRW) = HARD RED WINTER WHEAT
 (SRW) = SOFT RED WINTER WHEAT
 When noted, IRR = Irrigated



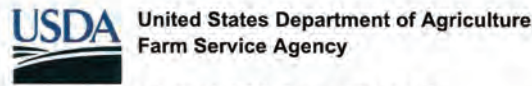
United States Department of Agriculture

Farm: 7583
 Tract: 6582

Grass/SMO/FG ___ O ___
 Grass/SMO/GZ ___ * ___
 Grass/SMO/LS ___ . ___
 Grass/NAG/GZ ___ # ___
 Grass/NAG/FG ___ + ___
 Grass/NAG/LS ___ √ ___
 Grass/FTA/FG ___ @ ___
 Grass/FTA/GZ ___ \$ ___
 Grass Plant date if not labeled 10-01-2001

Displayed on 2023 NAIF

KANSAS
JEFFERSON
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 7583
Prepared : 9/30/25 2:10 PM CST
Crop Year : 2026

Tract Number : 6582
Description : E2, SW4, SW4; 20-11-19
FSA Physical Location : KANSAS/JEFFERSON
ANSI Physical Location : KANSAS/JEFFERSON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : J-BAR RANCH LC
Other Producers : None
Recon ID : 20-087-2025-16

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
20.89	18.43	18.43	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	18.43	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Oats	0.32	0.00	36
Corn	3.71	0.00	146
Soybeans	2.77	0.00	50
TOTAL	6.80	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Issuing Agent:
Lawyers Title of Kansas, Inc.

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;[and]
- f. Schedule B, Part II—Exceptions[; and]
- g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





- 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[and authenticated by a person authorized by the Company].
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT 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 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.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





11. ARBITRATION

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

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e:

Issuing Agent: Lawyers Title of Kansas, Inc.

Issuing Office: 5715 SW 21st St Topeka, KS 66604

Issuing Office's ALTA® Registry ID: 0001247

Loan ID Number:

Issuing Office File Number: Order ID 78634

Property Address: 0 US-59 Perry, KS 66073 (Property A)

2119 Phillips Perry, KS 66073 (Property B)

0 Phillips Rd Perry, KS 66073 (Property C)

0 21st St Perry, KS 66073 (Property D)

Revision Number: N/A

1. Commitment Date: **09/11/2025 07:00 AM**
2. Policy to be issued:
 - (a) **2021 ALTA® Owner's Policy:**
Proposed Insured: Purchaser with contractual rights under purchase agreement with vested owner identified in Schedule A, Item 4
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: Fee Title
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:
J-Bar Ranch, L.C. (Property A, B, C)

Michael J. Jamison, deceased, and Judy H. Jamison (Property D)
5. The Land is described as follows: **See Next Page Schedule A for Legal Description**

LAWYERS TITLE OF KANSAS, INC.

By: _____

Authorized Signatory

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





LTK Order ID 78634

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Legal Description

Property A:**Tract 1:**

The Northwest Quarter of Section 20, Township 11, Range 19, in Jefferson County, Kansas; LESS THE FOLLOWING DESCRIBED TRACTS:

Commencing at the Northwest Corner of Section Twenty (20), Township Eleven South (T11S), Range Nineteen East (R19E), of the 6th P.M., Jefferson County, Kansas; thence South 00°04'35" East a distance of 698.00 feet to the Point of Beginning, said point being on the West line of Section Twenty (20); thence North 85°48'00" East a distance of 322.00 feet; thence South 04°54'05" East a distance of 132.96 feet; thence South 87°34'08" West a distance of 332.64 feet; said point being on the West line of Section Twenty (20); thence North 00°04'35" West a distance of 123.00 feet to the Point of Beginning, containing 0.96 acres more or less.

AND LESS

A tract of land located in the Northwest ¼ of Section 20, Township 11 South, Range 19 East of the 6th P.M., Jefferson County, Kansas more particularly described as follows: Beginning at the Northwest corner of said Section 20; thence S 89°50'20" E a distance of 321.19 feet, said point being on the North line of said Northwest ¼; thence S 00°36'14" E a distance of 670.54 feet; thence S 85°16'21" W a distance of 322.00 feet, said point being on the West line of said Northwest ¼; thence N 00°36'14" W a distance of 698.00 feet to the point of beginning. Containing 5.05 acres, more or less.

AND LESS

Any portion taken in condemnation for US-59 Highway in District Court Case No. 85-C-27, EXCEPT that tract reconveyed in Book 588 Page 131, described as: A tract of land in the Northwest Quarter of Section 20, Township 11 South, Range 19 East of the 6th P.M., described as follows: COMMENCING at the Southeast corner of said Quarter Section; thence on an assumed bearing of South 87 degrees 52 minutes West, 1145.6 feet along the South line of said Quarter Section to the Westerly right of way line of US-59 Highway as described in District Court Case No. 85 C 17, Tract 5(c) in Jefferson County, Kansas; thence North 81 degrees 25 minutes East, 352.0 feet along said right of way line; thence North 23 degrees 39 minutes East, 251.6 feet along said right of way line to the POINT OF BEGINNING; FIRST COURSE, thence North 30 degrees 42 minutes East, 251.2 feet along said right of way line; SECOND COURSE, thence North 24 degrees 59 minutes East, 145.9 feet along said right of way line; THIRD COURSE, thence on a curve of 4523.66 feet radius to the left, an arc distance of 1484.4 feet with a chord which bears North 15 degrees 35 minutes East, 1477.7 feet along said right of way line; FOURTH COURSE, thence North 83 degrees 49 minutes West, 57.9 feet along said right of way line; FIFTH COURSE, thence South 16 degrees 35 minutes West, 1855.0 feet to the point of beginning. The above described tract contains 4.15 acres, more or less

Tract 2:

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





The South Half (S ½) of the Southwest Quarter (SW ¼) of Section Twenty (20), Township Eleven (11S) South, Range Nineteen (19E), East of Sixth (6th) Principal Meridian, in Jefferson County, Kansas, described as lying between U.S. Highway 59, on the East, and Stonehouse Drainage ditch on the West, in Jefferson County, Kansas.

Property B:

The South Half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty (20), Township Eleven (11) South, Range Nineteen (19), East of Sixth (6th) Principal Meridian, in Jefferson County, Kansas, containing Eighty (80) acres, more or less.

Property C:

The North half of the Northeast ¼ of Section Twenty-eight (28), Township Eleven (11) South, Range Nineteen (19) East of the 6th P.M., in Jefferson County, Kansas, containing 80 acres, more or less.

Property D:

The West 10 acres of the North ½ of the Southwest ¼ of Section 20, Township 11 South, Range 19 East of the 6th P.M. lying West of US Highway 59, EXCEPT that part now platted as Lot 1, Robbins Roost, a Subdivision in Jefferson County, Kansas.

and

The East 70 acres of the North ½ of the Southwest ¼ of Section 20, Township 11 South, Range 19 East of the 6th P.M. lying West of US Highway 59, EXCEPT: the following described tracts:

A tract of land in the East 70 acres of the North ½ of the Southwest ¼ of Section 20, Township 11 South, Range 19 East of the 6th P.M., Jefferson County, Kansas, described as follows:

Beginning at a point on the Easterly right of way line of the proposed highway which is South 54°06' West, 1041.6 feet from the Northeast corner of said Quarter Section, the North line of said Quarter Section having an assumed bearing of South 87°52' West; thence South 21°40' East, 89.5 feet; thence North 88°04' East, 128 feet; thence North 18°05' East, 284 feet; thence North 82°27' West, 202 feet to a point on said Easterly right of way; thence Southerly along said right of way on a curve to the left having a radius of 4513.66 feet an arc length of 124.2 feet; thence South 5°31' West, 100.3 feet along said right of way to the point of beginning.

A tract of land in the East 70 acres of the North ½ of the Southwest ¼ of Section 20, Township 11 South, Range 19 East of the 6th P.M., described as follows: Beginning at a point on the Easterly right of way line of the proposed highway which point is South 54°06' West, 1,041.6 feet from the Northeast corner of said Quarter Section, the North line of said Quarter Section having an assumed bearing of South 87°52' West; thence South 19°29' West, 90.5 feet along said right of way line; thence North 88°04' East, 63.3 feet; thence North 21°40' West to the place of beginning.

AND EXCEPT that part now platted as Lot 2, Robbins Roost, a Subdivision in Jefferson County, Kansas.

ALSO DESCRIBED AS: That portion of the North ½ of the Southwest ¼ of Section 20, Township 11 South, Range 19 East of the 6th P.M. lying West of US Highway 59, EXCEPT that part now platted as Robbins Roost Subdivision, Jefferson County, Kansas.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





[The following is/are the last document(s) transferring title of record and are provided for informational purposes only:

Warranty Deed dated January 6, 1994, executed by Michael L. Jamison and Virginia E. Jamison, husband and wife, to J-Bar Ranch LC, filed February 13, 2008, and recorded in Book 715 Page 72. (Property A, B and C)

Trustee's Deed dated September 11, 2002, executed by Gerald G. Duree, Trustee of the Gerald G. Duree Revocable Living Trust under Agreement dated January 25, 1995, to Michael J. Jamison and Judy H. Jamison, filed September 11, 2002, and recorded in Book 570 Page 234. (Property D)]

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





LTK Order ID 78634

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. **The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**
2. **Pay the agreed amount for the estate or interest to be insured.**
3. **Pay the premiums, fees, and charges for the Policy to the Company.**
4. **Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**
5. **In the event that the subject property is subject to a Homeowners Association which collects dues or other assessments, furnish proof that said sums are paid.**
6. **Require payment of judgment, interest and costs in District Court Case No. JF-2023-ST-18, entitled State of Kansas ex rel. Department of Revenue vs. J Bar Ranch LLC, and have proof of payment filed therein. (Property A, B and C)**
7. **Require cancellation and release of record of Mortgage dated -----, 2025, executed by Judy H. Jamison, individually, as a single person, AND as Administrator of the Estate of Michael J. Jamison, deceased, to CS Bank, in the face amount of \$XXX,xxx.xx, filed -----, 2025, recorded in Book ## Page *****. (Property D)**
8. **Require copy of the Operating Agreement for J-Bar Ranch, L.C., indicating what person(s) or entity(ies) are authorized to enter contracts and sign documents on behalf of J-Bar Ranch, L.C., AND setting forth any self-governing limitations or requirements to be met to authorize J-Bar Ranch, L.C. to complete the transaction under consideration in this report. (Property A, B and C)**
9. **Require resolution from the sole member(s) or manager(s) of J-Bar Ranch, L.C. authorizing the sale of captioned property to Purchaser with contractual rights under purchase agreement with vested owner identified in Schedule A, Item 4. (Property A, B and C)**
10. **Require Report of Sale of captioned property and Order Confirming of Sale of captioned property to (Purchaser with contractual rights under purchase agreement with vested owner identified in Schedule A, Item 4) be filed in District Court Case No. JF-2024-PR-35, In the Matter of the Estate of Michael J. Jamison, deceased. (Property D)**

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





11. **Furnish the Company a properly executed Sellers/Owners Affidavit and Indemnity Form. (J-Bar Ranch as to Property A, B & C, Jamison, individually and as Administrator, as to Property D)**
12. **Furnish Warranty Deed properly executed by the sole member(s) or manager(s) of J-Bar Ranch, L.C., a Kansas Limited Liability Company, to Purchaser with contractual rights under purchase agreement with vested owner identified in Schedule A, Item 4; together with Kansas real estate sales validation questionnaire fully completed and signed to accompany said Deed. (Property A)**
13. **Furnish Warranty Deed properly executed by Judy H. Jamison, and spouse, if married, to Purchaser with contractual rights under purchase agreement with vested owner identified in Schedule A, Item 4; together with Kansas real estate sales validation questionnaire fully completed and signed to accompany said Deed. (Property D)**
14. **Furnish Administrator's Deed properly executed by Judy H. Jamison, the Administrator of the Estate of Michael J. Jamison, deceased, to Purchaser with contractual rights under purchase agreement with vested owner identified in Schedule A, Item 4; together with Kansas real estate sales validation questionnaire fully completed and signed to accompany said Deed. SAID DEED TO BE PREPARED BY THE ATTORNEY FOR THE ESTATE. (Property D)**
15. **Return for supplemental report.**

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





LTK Order ID 78634

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 encumbrance, violation, variation or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments, if any, not shown as existing liens by the Public Records; also taxes and assessments for the year 2025 and subsequent years.

For Informational Purposes Only:

2024 Real Estate Taxes: \$2,695.70

ID Number - R12837; 2442000000200 [Tract 1] (Property A)

2024 Real Estate Taxes: \$577.04

ID Number - R12489; 224200000009000 [Tract 2] (Property A)

2024 Real Estate Taxes: \$369.92

ID Number - R12856; 2242000000015000 (Property B)

2024 Real Estate Taxes: \$409.54

ID Number - R13112; 2282080000001000 (Property C)

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





2024 Real Estate Taxes: \$693.94

ID Number - R12483; 224200000006000 (Property D)

(The above tax data is provided as a courtesy only, and no liability is assumed by the title company for providing the tax amount. Prior to closing this transaction, a check must be made at the office of the County Clerk to verify that the Identification Number, legal description, general taxes and special assessments are correct and complete.)

7. **Public Roads and Highways.**
8. **Right of Way granted to The Stonehouse Drainage District No. 1, for water drainage ditch, lateral ditches and levees, filed July 5, 1951, recorded in Book 214 Page 185. (Tract 2) (Property A)**
9. **Right of Way granted to The Stonehouse Drainage District No. 1, for water drainage ditch, lateral ditches and levees, filed July 5, 1961, recorded in Book 214 Page 196. (Tract 2) (Property A)**
10. **Right of Way granted to The Stonehouse Drainage District No. 1, for water drainage ditch, lateral ditches and levees, filed October 13, 1951, recorded in Book 214 Page 387. (Tract 2) (Property A)**
11. **Right of Way granted to Rural Water District No. 7, Jefferson County, Kansas, for water system and appurtenances thereto filed July 15, 1971, recorded in Book 266 Page 357. (Tract 1) (Property A)**
12. **Right of Way granted to Rural Water District No. 7, a waterline and appurtenances thereto filed June 5, 1985, recorded in Book 346 Page 627. (Tract 1) (Property A)**
13. **Right of Way granted to Leavenworth-Jefferson Electric Cooperative, Inc., for electric transmission and distribution lines filed December 8, 1997, recorded in Book 477 Page 301. (Tract 1) (Property A)**
14. **Right of Way granted to The Stonehouse Drainage District No. 1, for water drainage ditch, lateral ditches and levees, filed September 16, 1952, recorded in Book 216 Page 88. (Property C)**
15. **Right of Way granted to The Stonehouse Drainage District No. 1, for water drainage ditch, lateral ditches and levees filed July 3, 1951, recorded in Book 214 Page 200. (Property D)**
16. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Permanent and Temporary Right Of Way Conveyance

For and in consideration of the sum of 600.00 Dollars (\$ 600.00), the receipt of

which is hereby acknowledged Claude Stallard, a single man

hereinafter called grantors, hereby convey and warrant unto THE STONEHOUSE DRAINAGE DISTRICT NO. 1, JEFFERSON COUNTY, KANSAS, its successors and assigns, hereinafter called grantee, the right to construct, reconstruct, relocate, alter, repair, inspect, operate and maintain a certain water drainage ditch, lateral ditches and levees and other necessary drainage structures, for the purpose of controlling the floodwaters of Stonehouse Creek and providing drainage for said district, upon and through the following described real estate located in Jefferson County, Kansas, to-wit:

A strip of land 130 feet in width the center line of which is described as beginning at a point on the South line of the Southwest Quarter, Section 20, Township 11, Range 19, which is 362 feet East of the Southwest corner of said section 20; thence North 13° 26' East, 1346.54 feet to a point on the North line of the South Half, Southwest Quarter, Section 20, which is 746.5 feet East of the West line of said Section. Containing 4.01 acres.

\$112 U.S. REVENUE
STAMPS AFFIXED
AND CANCELLED

Revenue 4.10

for permanent right of way for said drainage district, together with the right of ingress and egress to and from said real estate for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

Said grantors further convey and warrant unto said grantee, its successors and assigns, the right to dispose of and waste and spoil thereon such excavated material, brush and trees as shall be excavated in the construction on the permanent right of way described above, upon the following-described real estate, located in Jefferson County, Kansas, to-wit:

Two strips of land, 35 feet in width lying each side of and adjacent to a 130 foot permanent right of way, the center line of which is described as beginning at a point on the South line of the Southwest Quarter Section 20, Township 11, Range 19, which is 362 feet East of the Southwest corner of said section 20; thence North 13° 26' East, 1346.54 feet to a point on the North line of the South Half Southwest Quarter Section 20 which is 746.5 feet East of the West line of said section. Containing 2.15 acres.

for temporary right of way for said drainage district, together with the right of ingress and egress to and from said real estate for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, provided that when said construction shall have been completed and accepted by grantee said temporary right of way shall revert to and become the property of said grantors, their heirs and assigns, provided further that the consideration recited above shall include all severance damages that may be due grantors by virtue of severing their said real estate by said drainage structures and improvements.

BOOK 214 PAGE 185

Permanent and Temporary Right Of Way Conveyance

For and in consideration of the sum of 517.00 Dollars (\$ 517.00), the receipt of

which is hereby acknowledged Alberta Good, a widow, Phyllis M. Jones and
Ronald E. Jones, her husband and Lucy Belle Good, a single person.

hereinafter called grantors, hereby convey and warrant unto THE STONEHOUSE DRAINAGE DISTRICT NO. 1, JEFFERSON COUNTY, KANSAS, its successors and assigns, hereinafter called grantee, the right to construct, reconstruct, relocate, alter, repair, inspect, operate and maintain a certain water drainage ditch, lateral ditches and levees and other necessary drainage structures, for the purpose of controlling the floodwaters of Stonehouse Creek and providing drainage for said district, upon and through the following described real estate located in Jefferson County, Kansas, to-wit:

A strip of land 70 feet in width, the center line of which is described as beginning at a point on the South line of the Southwest Quarter Section 30, Township 11, Range 19, which is 1493.8 feet west of the Southeast Corner of said quarter section; thence North 0° 55' West, 106 feet; continuing thence North 0° 55' West with a 60 foot right of way width a distance of 1247 feet to a point on the North line of the fractional Southwest Quarter, Southwest Quarter Section 30, which is 203 feet West of the Northeast Corner Southeast Quarter, Southwest Quarter Section 30, containing 1.89 acres.

\$ 410 U.S. REVENUE
STAMPS AFFIXED
AND CANCELLED

Revenue \$1.10

for permanent right of way for said drainage district, together with the right of ingress and egress to and from said real estate for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

Said grantors further convey and warrant unto said grantee, its successors and assigns, the right to dispose of and waste and spoil thereon such excavated material, brush and trees as shall be excavated in the construction on the permanent right of way described above, upon the following-described real estate, located in Jefferson County, Kansas, to-wit:

Two strips of land 15 feet in width lying on each side of and adjacent to a permanent right of way 70 feet in width the center line of which is described as beginning at a point on the South line of the Southwest Quarter Section 30, Township 11, Range 19, which is 1493.8 feet West of the Southeast corner of said Quarter Section; thence North 0° 55', 106 feet to U. S. Engineers Station 25 1/2 00.

Also two strips of land 20 feet in width lying each side of and adjacent to a permanent right of way 60 feet in width, the center line of which is described as beginning at U. S. Engineers Station 25 1/2 00; thence North 0° 55' West, 1247 feet to a point on the North line of the Fractional Southwest Quarter Southwest Quarter, Section 30, which point is 203 feet West of the Northwest corner Southeast Quarter, Southwest Quarter, Section 30. Containing 1.21 acres.

for temporary right of way for said drainage district, together with the right of ingress and egress to and from said real estate for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, provided that when said construction shall have been completed and accepted by grantee said temporary right of way shall revert to and become the property of said grantors, their heirs and assigns, provided further that the consideration recited above shall include all severance damages that may be due grantors by virtue of severing their said real estate by said drainage structures and improvements.

RECEIVED

Grantee agrees to pay any damages caused by grantee's operations hereunder to improvements now on said land and to growing crops, pasturage or fences.

It is further agreed between the parties that the conveyances hereunder shall extend to and be binding upon the heirs, executors, administrators, devisees, trustees and assigns of the parties.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hands and seals this 16th day of June, 1951.

Phyllis M. Jones
Phyllis M. Jones

Alberta Good
Alberta Good, a widow

Ronald E. Jones
Ronald E. Jones, her husband

Lucy Belle Good
Lucy Belle Good, a single person.

ACKNOWLEDGMENT

STATE OF Kansas Jefferson COUNTY, ss.

Before me, Frank H. Meek, a Notary Public in and for the County and

State aforesaid, on this 16th day of June, 1951, personally appeared,
Alberta Good, a widow, Phyllis M. Jones and Ronald E. Jones, her
husband and Lucy Belle Good, a single person.

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.

Frank H. Meek
Notary Public

My Commission Expires:

Jan 1, 1953

2265
PERMANENT & TEMPORARY
RIGHT OF WAY AGREEMENT

FROM

TO

Entered in Transfer Record _____ in my
office, this _____ day of _____
A. D. 19 _____

County Clerk

STATE OF KANSAS

Jefferson County, ss.

This instrument was filed for record on the

5 day of July A. D.

19 51, at 4 o'clock PM, and

duly recorded in Book 214 of Deeds,

at page 106

By Mary Louise Meek
Register of Deeds.

Deputy.

FEES

Register of Deeds, for recording, \$ _____

County Clerk, for transfer, \$ _____

Total, \$ _____

Permanent and Temporary Right Of Way Conveyance

For and in consideration of the sum of One Dollars (\$1.00), the receipt of

which is hereby acknowledged Wilma May Ford and Cary L. Ford, her husband and

Guy Z. May and Edna G. May, his wife

hereinafter called grantors, hereby convey and warrant unto THE STONEHOUSE DRAINAGE DISTRICT NO. 1, JEFFERSON COUNTY, KANSAS, its successors and assigns, hereinafter called grantee, the right to construct, reconstruct, relocate, alter, repair, inspect, operate and maintain a certain water drainage ditch, lateral ditches and levees and other necessary drainage structures, for the purpose of controlling the floodwaters of Stonehouse Creek and providing drainage for said district, upon and through the following described real estate located in Jefferson County, Kansas, to-wit:

A tract of land 106 feet in width, the center line of which is described as beginning at a point approximately 1320 feet south of the North line of Section Twenty (20), Township Eleven (11), Range Nineteen (19) and at the center of the changed channel of Stonehouse Creek at U. S. Engineer's Station 12 plus 50 and running thence south 76 degrees 0 minutes east 188 feet, thence northeasterly on a curve whose radius is 145 feet, a distance of 96.2 feet, thence north 66 degrees 0 minutes east a distance of 51 feet

for permanent right of way for said drainage district, together with the right of ingress and egress to and from said real estate for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

Said grantors further convey and warrant unto said grantee, its successors and assigns, the right to dispose of and waste and spoil thereon such excavated material, brush and trees as shall be excavated in the construction on the permanent right of way described above, upon the following-described real estate, located in Jefferson County, Kansas, to-wit:

(None)

for temporary right of way for said drainage district, together with the right of ingress and egress to and from said real estate for any and all purposes necessary and incident to the exercise by said grantee of the rights granted hereunder, provided that when said construction shall have been completed and accepted by grantee said temporary right of way shall revert to and become the property of said grantors, their heirs and assigns, provided further that the consideration recited above shall include all severance damages that may be due grantors by virtue of severing their said real estate by said drainage structures and improvements.

Grantee agrees to pay any damages caused by grantee's operations hereunder to improvements now on said land and to growing crops, pasturage or fences.

It is further agreed between the parties that the conveyances hereunder shall extend to and be binding upon the heirs, executors, administrators, devisees, trustees and assigns of the parties.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hands and seals this 31st day of

December, 1951.

Guy Z. May
Guy Z. May

Edna G. May
Edna G. May, his wife

Wilma May Ford
Wilma May Ford

Cary L. Ford
Cary L. Ford, her husband

ACKNOWLEDGMENT

STATE OF Kansas Jefferson COUNTY, ss.

Before me, George W. Killinger, a Notary Public in and for the County and

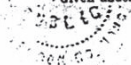
State aforesaid, on this 31st day of December, 1951, personally appeared,

Wilma May Ford and Cary L. Ford, her husband,

Guy Z. May and Edna G. May, his wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and notarial seal on the day and year above written.



George W. Killinger
Notary Public

My Commission Expires:

Dec. 16, 1954

Permanent and Temporary Right Of Way Conveyance

For and in consideration of the sum of \$640.00-----Dollars (\$640.00-----), the receipt of

which is hereby acknowledged Wilma May Ford and Cary L. Ford, her husband

hereinafter called grantors, hereby convey and warrant unto THE STONEHOUSE DRAINAGE DISTRICT NO. 1, JEFFERSON COUNTY, KANSAS, its successors and assigns, hereinafter called grantees, the right to construct, reconstruct, relocate, alter, repair, inspect, operate and maintain a certain water drainage ditch, lateral ditches and levees and other necessary drainage structures, for the purpose of controlling the floodwaters of Stonehouse Creek and providing drainage for said district, upon and through the following described real estate located in Jefferson County, Kansas, to-wit:

A strip of land 130 feet in width the center line of which is described as beginning at a point on the South line of the Southwest Quarter Northwest Quarter Section 20, Township 11, Range 19, which is 1131 feet East of the West line of said section; thence North 13° 20' East, 254.24 feet; thence on a 1145.92 foot radius curve to the right, 389.92 feet to a point on the East line of the Southwest Quarter Northwest Quarter Section 20, which is 602 feet North of the South line of said Quarter section.

Also a strip of land 130 feet in width the center line of which begins at a point on the South line of the Northeast Quarter Northwest Quarter, Section 20, which is 652 feet East of the Southwest corner of said Northeast Quarter Northwest Quarter; thence Northerly on a 5729.58 foot radius curve, 910.3 feet; thence North 32° 18' 36" East, 403.7 feet to the center of the bridge over Stone House Creek on U. S. Highway 59. Containing 5.47 Acres.

for permanent right of way for said drainage district together with the right of ingress and egress to and from said real estate for any and all purposes necessary and incident to the exercise by said grantees of the rights granted by this contract.

Said grantors further convey and warrant unto said grantees, its successors and assigns, the right to dispose of and waste and spoil thereon such excavated material, brush and trees as shall be excavated in the construction on the permanent right of way described above, upon the following-described real estate, located in Jefferson County, Kansas, to-wit:

Two strips of land 35 feet in width lying each side of and adjacent to a 130 foot permanent right of way, the center line of which is described as beginning at a point on the South line of the Southwest Quarter Northwest Quarter, Section 20, Township 11, Range 19, which point is 1131 feet East of the West line of said Section; thence North 13° 20' East, 254.24 feet; thence on a 1145.92 foot radius curve to the right, 389.92 feet to a point on the East line of the Southwest Quarter Northwest Quarter Section 20, which is 602 feet North of the South line of said Quarter section.

Also a strip of land 130 feet in width the center line of which begins at a point on the South line of the Northeast Quarter Northwest Quarter, Section 20, which is 652 feet East of the Southwest corner of said Northeast Quarter Northwest Quarter; thence Northerly on a 5729.58 foot radius curve, 910.3 feet; thence North 32° 18' 36" East, 403.7 feet to the center of the bridge over Stone House Creek on U. S. Highway 59.

Also a strip of land 25 feet in width lying on the Westerly side of and adjacent to the foregoing described temporary right of way, and extending 100 feet from U. S. Engineers Station 23+00 to Station 24+00. Containing 2.77 Acres.

for temporary right of way for said drainage district together with the right of ingress and egress to and from said real estate for any and all purposes necessary and incident to the exercise by said grantees of the rights granted hereunder, provided that when said construction shall have been completed and accepted by grantees said temporary right of way shall revert to and become the property of said grantors, their heirs and assigns, provided further that the consideration recited above shall include all severance damages that may be due grantors by virtue of severing their said real estate by said drainage structures and improvements.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL L. JAMISON AND VIRGINIA E. JAMISON, his wife
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by _____ wife

RURAL WATER DISTRICT NO. 47, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove

a water line and appurtenances thereto

over and across the following land owned by Grantor in Jefferson County, State of Kansas

The South 30 acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of
Section 20; and the Northwest Quarter (NW $\frac{1}{4}$) of Section 20, EXCEPT a tract described
as, commencing at the Northwest corner of said Section 20, thence South 00° 04' 35"
East a distance of 698 feet to the POINT OF BEGINNING, said point being on the West
line of said Section 20, thence North 85° 48' 00" East a distance of 322 feet, thence
South 04° 54' 05" East a distance of 132.96 feet, thence South 87° 34' 08" West a
distance of 332.64 feet, said point being on the West line of said Section 20, thence
North 00° 04' 35" West a distance of 123 feet to the point of beginning, containing
0.96 acre more or less; all in Township 11 South, Range 19 East of the 6th P.M., in
Jefferson County, Kansas.

BOOK 346 PAGE 627

BOOK 346 PAGE 628

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

15' on either side of line as constructed

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantor will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantor, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

Restrictions: 15 feet along West side of Property, along the East side of Highway right of way

IN WITNESS WHEREOF the said Grantors have executed this instrument this 30th day of April, 19 85.

Filed 4/25/85 10:18 AM & recorded BOOK 346 PAGE 627
Wanda Mae Ward Register of Deeds, Jeff. Co. Kans. # 532
Michael L. Jamison
Virginia F. Jamison

STATE OF KANSAS

SS:
COUNTY OF Jefferson

BE IT REMEMBERED, that on this 30th day of April, 19 85, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Michael L. Jamison & Virginia F. Jamison, Licks who are personally known to me to be the same person S who executed the within instrument of writing and such person ENCL. 2 acknowledged the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My commission expires April 23 1988
OF KANSAS

Nancy J. Reed
Notary Public
Nancy J. Reed

1667

RECPT#

COVOM

Exempt

DEED - QUITCLAIM

THIS INDENTURE, Made this 3rd day of April, 2003, by
and between THE STATE OF KANSAS, acting by and through Debra L. Miller, as
Secretary of Transportation of The State of Kansas, of the first part, and
Michael L. & Virginia S. Jamison
of Jefferson County, in the State of Kansas of the second part:

WITNESSETH, That said party of the first part, in consideration of
the sum of one dollar and other valuable consideration to it duly paid,
has sold, and by these presents does Remise, Release and Quitclaim unto
the said party of the second part, its heirs and assigns, forever, all
that tract or parcel of land situated in the County of Jefferson,
and State of Kansas described as follows, to-wit:

A tract of land in the Northwest Quarter of Section 20, Township 11
South, Range 19 East of the 6th P.M., described as follows: COMMENCING
at the Southeast corner of said Quarter Section; thence on an assumed
bearing of South 87 degrees 52 minutes West, 1145.6 feet along the South
line of said Quarter Section to the Westerly right of way line of US-59
Highway as described in District Court Case No. 85 C 17, Tract 5(c) in
Jefferson County, Kansas; thence North 81 degrees 25 minutes East, 352.0
feet along said right of way line; thence North 23 degrees 39 minutes
East, 251.6 feet along said right of way line to the POINT OF BEGINNING;
FIRST COURSE, thence North 30 degrees 42 minutes East, 251.2 feet along
said right of way line; SECOND COURSE, thence North 24 degrees 59 minutes
East, 145.9 feet along said right of way line, THIRD COURSE, thence on a
curve of 4523.66 feet radius to the left, an arc distance of 1484.4 feet
with a chord which bears North 15 degrees 35 minutes East, 1477.7 feet
along said right of way line; FOURTH COURSE, thence North 83 degrees 49
minutes West, 57.9 feet along said right of way line; FIFTH COURSE,
thence South 16 degrees 35 minutes West, 1855.0 feet to the point of
beginning. The above described tract contains 4.15 acres, more or less.

The above described land is subject to easement for the right of ingress
and egress, reconstruction, and maintenance of all existing utilities and
appurtenances thereto.

JEFFERSON CO. KS. SS
FILED FOR RECORD

VOL 588 PC 131-132

2003 APR 15 A 9:35

Delia Weston
REGISTER OF DEEDS

FEE 12.⁰⁰

BOOK 588 PAGE 131

BOOK 1895 PAGE 1

together with the appurtenance and all the estate, title and interest of said party of the first part therein. TO HAVE AND TO HOLD ALL and singular the above-described premises, together with the appurtenances, unto the said party of the second part, its heirs and assigns forever.

The Secretary of the Kansas
Department of Transportation

BY:

Warren L. Sick
Warren L. Sick, P.E.
Assistant Secretary and
State Transportation Engineer

STATE OF KANSAS)

) ss:

COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this 3RD day of April, 2003, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came Warren L. Sick, P.E., Assistant Secretary and State Transportation Engineer for the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission Expires:

03/12/2005

STATE OF KANSAS)

) ss:

COUNTY OF SHAWNEE)

I, Warren L. Sick, P.E., Assistant Secretary and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I have signed the above foregoing document in accordance with that authority.

Warren L. Sick
Warren L. Sick, P.E.
Assistant Secretary and
State Transportation Engineer

Signed and sworn to, before me, on the 3RD day of April, 2003.



My Commission Expires:

03/12/2005

Peggy S. Hansen-Nagy
Notary Public

JOB# 1680

3-31-03

59-44 R 0403-01

TR 5

JEFFERSON COUNTY

THIS DEED MUST BE RECORDED

Quitclaim Deed

FROM

TO

STATE OF KANSAS,

County,

ss.

This instrument was filed for record

on the

19, at

o'clock

M.,

and recorded in Book of

at page

By

Register of Deeds
Deputy

I hereby certify that the within deed was entered for transfer on my Transfer Record this

15th day of April, 2003.

Linda M. Borden County Clerk.

FEES

Register of Deeds, for recording, \$

County Clerk, for transfer, \$

Total, \$

Filed 7-15-1971 7:20 P.M. & recorded in
Helen Brumby

Register of Deeds, Jeff. Co., Mo.

BOOK 266 PAGE 357

Form FHA-KS 442-5
(Rev. 2-17-65)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that WILMA M. FORD, a widow,
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water Dist.
No. 7, Jefferson County, Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove
a water system and appurtenances thereto
over and across the following land owned by Grantor in Jefferson County, State of Kansas
The North Half of the Northwest Quarter (NW¹/₄) AND the South 30 acres of the
Northwest Quarter of the Northeast Quarter (NW¹/₄), all in Section Twenty (20),
Township Eleven (11), Range Nineteen (19).

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 20' in width, the center line thereof to be located across said land as follows:

10' each side of the water line as constructed

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners
of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 10 day of May
19 71

WILMA M. FORD

STATE OF Missouri
COUNTY OF Jackson SS:

BE IT REMEMBERED, that on this 10th day of May, 19 71, before me, the undersigned, a Notary Public
in and for the county and state aforesaid, came WILMA M. FORD
who is personally known to me to be the same person who executed the within instrument of writing and
such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: Commission Expires August 1, 1971

Vivian M. Garland
Notary Public
Vivian M. Garland

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) MICHAEL JAMISON (unmarried) (husband and wife) (hereafter called the "Grantor(s)" for good and valuable consideration of \$1.00, the receipt whereof is hereby acknowledged, hereby grant unto Leavenworth-Jefferson Electric Cooperative, Inc., a Kansas cooperative corporation (hereafter called the "Cooperative") and to its successors or assigns, a right-of-way easement upon the lands of the Grantor situated in the County of Jefferson, State of Kansas, and more particularly described as follows, such right-of-way to be 20' feet wide: IN THE NW 1/4 OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 20 EAST, WEST 683' FROM INTERSECTION OF 23RD ST AND 69 HWY ON SOUTH SIDE OF 23RD ST INSTALL (1) POLE W/ANCHOR AND 300' WEST (1) POLE W/ (2) ANCHORS to construct, operate and maintain underground or overhead conduits or lines for the transmission and/or distribution of electric power on, under, along, over, and across the above-described lands and/or all waterways, street, roads, highways or other areas reserved for public use or for the use of public utilities abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from substitutions and additions to such facilities as the Cooperative may from time to time deem advisable, including by way of example and not by way of limitation the right to increase or decrease the number of wires; to cut, trim, and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots within or without such right-of-way that may interfere with or threaten to endanger such facilities, or which may be a hazard to such facilities in the opinion of the Cooperative by reason of falling on such facilities, and including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; to keep such facilities clear of all buildings, structures or other obstructions except ordinary fences which do not constitute a hazard to or endanger such facilities and Grantor agrees not to construct any such improvements or obstructions within such right-of-way and not to construct any such improvements or obstructions without such right-of-way if such improvements or obstructions will constitute a hazard to or endanger such facilities; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

If such facilities are to be for underground service, there is attached hereto and made part hereof a plat showing the location of the center line of said right-of-way.

The Grantor agrees that all such facilities installed by the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative.

It is understood and agreed that the Grantor, his successors and assigns, may use the land within this easement for any purpose not inconsistent with the right hereby granted the Cooperative, provided such use does not interfere with or endanger the construction, operation or maintenance of such facilities.

For the purposes of this easement, the Cooperative shall have the right of ingress and egress to, from and across the easement and the lands of the Grantor adjacent thereto, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to the Grantor.

The Cooperative agrees that it will repair or replace any improvements and pay for any crops of the Grantor which it may damage in the construction, operation and maintenance of such facilities to the extent of the fair market value of such improvements and crops immediately prior to the damage except as to the improvements or vegetation with which the cooperative is otherwise authorized to deal under the terms of this easement.

The Grantor covenants that he is the owner of the above-described lands and had the right to convey this easement, the Cooperative shall have quiet and peaceable possession, use and enjoyment of this easement, and that said lands are free and clear of encumbrances and liens of whatever character except those held by the following person:

It is understood and agreed that the respective rights and duties of the Grantor and the Cooperative under the terms of this easement shall continue as rights and duties of their respective successor and assigns.

IN WITNESS WHEREOF, the Grantor has set his hand and seal this 15 day of

April, 1997.

x Michael Jamison
Michael Jamison

JEFFERSON CO. K.C. SS
FILED FOR RECORD
VOL. 477 PG. 301

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF Jefferson ss:

The foregoing instrument was acknowledged before me this 15th day

of April, 1997 by Michael Jamison
(unmarried) (husband and wife)

Michael Lee Stout
NOTARY PUBLIC

DEC 8 2 06 PM '97
Delia Heston
REGISTER OF DEEDS
FEE 6.00

My Commission Expires: 12/16/2000

A. MICHAEL LEE STOUT
Notary Public - State of Kansas
My Appt. Expires

White-LJEC Yellow-Grantor

BOOK 477 PAGE 301

Title of Document: ***Septic Easement Agreement***

Date of Document: ***October __, 2025***

****Grantor(s):*** ***J-Bar Ranch, L.C.***

****Grantee(s):*** ***Brian S. Mowder and Michele M. Mowder***

Grantee(s) Mailing Address: ***2262 Osage Road
Perry, KS 66073***

Legal Description: ***See Exhibits A, B and C***

Document Reference:

***FOR INDEXING PURPOSES ONLY**

SEPTIC EASEMENT AGREEMENT

THIS SEPTIC EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of October ___, 2025 (the “Effective Date”), by and between J-BAR RANCH, L.C., a Kansas limited liability company (“J-Bar”) and BRIAN S. MOWDER and MICHELE M. MOWDER, husband and wife (the “Mowders”)

RECITALS

A. J-Bar is the owner of a tract of land legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the “J-Bar Property”).

B. The Mowders are the owners of a certain tract of land legally described on **Exhibit B** attached hereto and incorporated herein by this reference (the “Mowder Property”).

C. The J-Bar Property and the Mowder Property are each depicted on **Exhibit C** attached hereto and incorporated herein by this reference (the “Site Depiction”).

D. The Mowder Property is served by (i) an existing septic tank (the “Tank”), and (ii) and certain underground pipelines and laterals (the “Laterals”) used to convey wastewater between the Mowder Property and the Septic System. The Tank and portions of the Laterals (together, the “Septic System”) are located on the J-Bar Property as generally depicted on the Site Depiction (the “Easement Area”).

E. The parties desire to create and establish certain easements affecting the J-Bar Property and the Mowder Property for the benefit of the Mowder Property, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, J-Bar and the Mowders agree as follows:

1. **Definitions.**

(a) “J-Bar Property Owner” shall mean J-Bar and its respective successors and assigns who acquire fee simple title to the J-Bar Property or any portion thereof.

(b) “Mowder Property Owner” shall mean the Mowders and their respective heirs, successors and assigns who acquire fee simple title to the Mowder Property.

(c) “Owner” shall mean each of the J-Bar Property Owner, and the Mowder Property Owner, as the context may require.

2. **Grant of Easements.** J-Bar, as the Owner of the J-Bar Property, hereby grants and conveys unto the Mowder Property Owner, for the benefit of the Mowder Property, subject to the terms and conditions set forth herein, the following easements:

(a) Septic System. A perpetual, exclusive easement to use, maintain, construct, repair and replace the Septic System, which easement shall be limited to the area around the existing location of the Septic System as of the Effective Date, as generally depicted on the Site Depiction.

(b) Laterals. A perpetual, exclusive easement to use, maintain, construct, repair and replace the Septic System within the Easement Area. The Mowder Property Owner shall promptly backfill any trench made by the Mowder Property Owner in connection with its performance of such work and repair any damage or disturbance done to the J-Bar Property (including, without limitation, damage or disturbance to any fences, private roads, lanes, grass, or other vegetation located on the J-Bar Property from time to time), such that the J-Bar Property shall be restored to its condition immediately preceding such work.

(c) Non-Exclusive Access Easement. A perpetual, nonexclusive easement of ingress, egress and access over, upon and across the such portion of the J-Bar Property as is reasonably necessary to allow the Mowder Property Owner and its authorized agents, contractors, or representatives vehicular and pedestrian access to the Septic System. The route of such access shall be limited to the existing roads and lanes located from time to time on the J-Bar Property, if such exist, and otherwise by such route or routes as shall cause the least practicable amount of damage, disturbance and inconvenience to the J-Bar Property and the J-Bar Property Owner.

3. **Maintenance and Repair Obligations.** Mowder Property Owner shall at all times maintain the Septic System in good and workable condition and in accordance with all applicable laws and regulations related thereto. In the event of any damage to or failure of all or any portion of the Septic System (including, without limitation, above-ground leakage and/or odors), the Mowder Property Owner shall use immediate and continuous due diligence to repair and restore the same to the condition existing prior to such damage, and in all events within 30 days of the damage/failure. The Mowder Property Owner shall be responsible for all costs incurred from time to time by the Mowder Property Owner in connection with the use, operation, maintenance, construction, repair and replacement of the Septic System in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of any damage to the Septic System caused by the gross negligence or intentional acts of the J-Bar Property Owner or its authorized agents, contractors, or representatives, the J-Bar Property Owner shall be responsible for the necessary repairs.

4. **Restrictions on Use of J-Bar Property.** So long as this Agreement is in effect, the J-Bar Owner shall not (i) construct, or allow to be constructed, any structure or other improvements within the Easement Area, including, without limitation, landscaping, trees, sidewalks, parking lots, access roads and similar types of non-structural improvements, or (ii) permit the operation of vehicles over the Easement Area.

5. **Indemnification; Insurance.**

(a) The Mowder Property Owner shall indemnify, defend and hold harmless the J-Bar Property Owner and its successors, assigns, mortgagees, employees, agents, contractors, affiliates, and legal representatives from all liability, loss, claims, demands, damages, penalties, costs and expenses (including reasonable attorneys' fees and litigation costs) sustained by the J-Bar Property Owner arising from or related to damage or injury to persons or property due to the use of the Septic System, or the easements granted herein to the Mowder Property Owner and its authorized agents, contractors, or representatives.

(b) At all times, the Mowder Property Owner shall maintain a liability insurance policy on the Septic System insuring against claims for bodily injury and/or death and property damage in such amounts as are customary for similar properties in Jefferson County, Kansas, which insurance policy shall name the J-Bar Property Owner as additional insured. Such insurance shall be written and maintained by nationally recognized insurance carriers, licensed to do business in the State of Kansas. Upon request from the J-Bar Property Owner, the Mowder Property Owner shall furnish a certificate of insurance evidencing the insurance which is required to be carried under this Section 5(B). The Mowder Property Owner shall be responsible for one hundred percent (100%) of the actual and reasonable premiums paid from time to time by the Mowder Property Owner in connection with the maintenance of such insurance policy. The Mowder Property Owner shall provide to the J-Bar Property Owner copies of documentation supporting such premiums.

6. **Self-Help.** If the Mowder Property Owner fails to make any repair, replacement, or maintenance required by this Agreement, then without limiting the J-Bar Property Owner's other remedies, the J-Bar Property Owner may notify the Mowder Property Owner of such failure (except in the case of an emergency, where notice shall not be required) and unless such failure is remedied within 30 days from the J-Bar Property Owner's notice (or immediately, in the case of emergency), the J-Bar Property Owner shall have the right (but not the obligation) without further notice to make such repairs, replacement, or maintenance. The J-Bar Property Owner shall have the right to enter any portion of the Mowder Property for such purpose and without further notice. The Mowder Property Owner shall immediately upon demand pay to the J-Bar Property Owner all costs incurred for such repairs, replacement, and/or maintenance together with interest from the date incurred at the lower of 12% per annum or the highest rate permitted by law. Said amounts shall become a lien on the Mowder Property, and the J-Bar Property Owner may bring an action at law against the Mowder Property Owner to pay the same and/or to foreclose the lien against the Mowder Property by suit in the manner provided for the foreclosure of mortgages upon real estate. There shall be added to the amount due to the J-Bar Property Owner, and any such lien, all such costs and expenses, including reasonable attorneys' fees, incurred in the exercise and enforcement of its rights. The J-Bar Property Owner shall not be liable for any loss, inconvenience, annoyance or damage resulting to the Mowder Property, the Mowder Property Owner or anyone holding under the Mowder Property Owner for any action taken by the J-Bar Property Owner pursuant to this Section. Any act or thing done by the

J-Bar Property Owner pursuant to this Section shall not constitute a waiver of any such default or of any covenant, term or condition herein contained or the performance thereof.

7. **Compliance with Laws.** The Mowder Property Owner shall at all times comply with all laws respecting the construction, maintenance and operation of the Septic System. The Mowder Property Owner shall indemnify from loss the J-Bar Property Owner with respect to any penalties resulting from the Mowder Property Owner's failure to comply with such laws.

8. **Default and Remedies.** The J-Bar Property Owner may prosecute any proceeding at law or in equity against the Mowder Property Owner to recover damages for default and/or to seek specific performance and/or an injunction or other similar relief in order to prevent the occurrence of a violation of this Agreement. The remedies permitted under this Agreement, at law or in equity shall be cumulative and not alternative and invocation or commencement of invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any permitted or available right or remedy. If, as a result of a default under this Agreement, the J-Bar Property Owner employs an attorney to enforce its rights, the Mowder Property Owner shall reimburse the J-Bar Property Owner for all reasonable attorneys' fees, court costs and other legal expenses incurred by the J-Bar Property Owner in connection with the default.

9. **Right to Use the J-Bar Property; Relocation of Septic System.**

(A) Subject to the terms of this Agreement, the J-Bar Property Owner shall have the right to use any surface or subsurface areas on the J-Bar Property, provided such use does not substantially interfere with the easement rights granted herein.

(B) At its sole cost and expense, the J-Bar Property Owner may relocate all or any portion of the Septic System to a different location within the J-Bar Property, provided that such relocation does not materially adversely affect the delivery of wastewater from the Mowder Property. In the event of such relocation, the J-Bar Property Owner and Mowder Property Owner shall each execute an amendment to this Agreement to legally describe and depict the new location of the Septic System (as applicable).

(C) At its sole cost and expense, the Mowder Property Owner may relocate the Septic System to a location within the Mowder Property. In the event of such relocation, this Agreement shall automatically terminate and be of no further force and effect.

10. **Notices.** All notices, requests, demands or other communications ("Notices") hereunder shall be in writing and be deemed to have been properly given, served and received (a) if delivered personally or by same-day courier messenger, when delivered, (b) if sent by nationally recognized overnight courier, on the first (1st) business day after deposit with said courier, or (c) if mailed by United States Mail, certified or registered, postage prepaid, return receipt requested, on the date actually received or refused, at the applicable Owner's address as shown in the real property records of Jefferson County, Kansas, or to such other address as may be specified from time to time in writing by any Owner.

11. **Miscellaneous.**

(A) The provisions of this Agreement, including the benefits and burdens hereof, shall run with the land described herein and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(B) This Agreement is subject to all existing matters of record.

(C) The Owners, in using the easement rights granted hereunder, shall at all times comply with all applicable federal, state, county and municipal laws, ordinances, codes, rules, regulations and orders.

(D) This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

(E) This Agreement shall be governed by the laws of the State of Kansas.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGE FOLLOWS]

AUCTION REAL ESTATE SALES CONTRACT

THIS AUCTION REAL ESTATE SALES CONTRACT (this “**Contract**”) is made this ____ day of _____, 2025, by and between J-BAR RANCH, L.C., a Kansas limited liability company (“**Seller**”) whose address is _____, and _____ (“**Buyer**”), whose address is _____, pursuant to the terms of that certain Online Auction Bidders Agreement (the “**Auction Agreement**”) by and between Buyer and United Country – Heritage Brokers & Auctioneers (“**Auctioneer**”), which terms are incorporated into this agreement by reference. The terms of this Contract shall control over any conflicts between the terms of the Auction Agreement and the terms of this Contract.

1. AGREEMENT TO PURCHASE. In consideration of the “Total Purchase Price” as identified in Section 2 below, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property legally described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

2. PURCHASE PRICE.

High Bid Price \$ _____

8% Buyer’s Premium \$ _____

Total Purchase Price \$ _____

Non-Refundable Deposit \$ _____

(In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a non-interest bearing escrow account by the Title Company as hereinafter provided.)

Balance of Purchase Price \$ _____

(In U.S. Funds, due at Closing, not including Buyer’s Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.)

3. CLOSING. Closing shall take place with Lawyers Title of Kansas, Inc. (the “**Title Company**”), whose address is 5715 SW 21st Street, Topeka, Kansas 66604, Attention: David St. John (dstjohn@ltkansas.com; 785.271.5225), on or before December 17, 2025 (the “**Closing Date**”). At Closing, Seller shall deliver to Buyer a Special Warranty Deed (the “**Deed**”), which shall convey fee simple title to the Property to Buyer, and Buyer shall pay, or cause to be paid, the “Total Purchase Price” set forth above. Seller and Buyer shall also execute

and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined), or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. TAXES AND OTHER PRORATIONS. The current year's property taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for current year, if available, and if not for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. In addition, all utilities shall be prorated between Seller and Buyer as of the Closing Date.

5. CLOSING COSTS.

(a) **Seller's Costs.** At Closing, Seller shall pay the cost of the base premium of the Title Policy and one-half (1/2) of the Title Company's closing and escrow fees.

(b) **Buyer's Costs.** At Closing, Buyer shall pay the cost of any extended title coverage or endorsements requested by Buyer, the recording costs of the Deed, one-half (1/2) of the Title Company's closing and escrow fees, and any other costs incurred by Buyer in connection with its due diligence relating to the Property.

6. CASH SALE. This is a cash sale with a ten percent (10%) earnest money deposit (the "**Deposit**"), with the balance due on the Closing Date. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. DEPOSIT AND TITLE COMPANY. Buyer and Seller hereby acknowledge and agree that Title Company shall hold and deliver the Deposit in accordance with the terms and conditions of this Contract, and that Title Company shall be relieved of all liability and held harmless by both Seller and Buyer in the event Title Company makes a disbursement of the Deposit in accordance with the terms and provisions of this Contract. Title Company shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Title Company's duties hereunder provided that Title Company exercises ordinary and reasonable care in the discharge of said duties and otherwise performs all of its obligations under this Contract on the part of Title Company. Both parties understand that the Deposit is non-refundable unless the Seller fails to close this transaction other than by reason of Buyer's default hereunder.

8. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)

(a) Buyer warrants to and acknowledges and agrees with Seller and Auctioneer that Buyer is purchasing the Property in its "AS-IS, WHERE IS" condition, "WITH ALL FAULTS," and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller.

(b) Buyer acknowledges and agrees that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

(c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by Seller, Auctioneer, or any of their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied upon, and is not relying upon, any information, documents, sales brochures or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees or warranties (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.

(d) Auctioneer shall not be responsible or liable to Buyer in any way if Seller fails or refuses to or cannot close this transaction.

(e) Without in any way limiting the generality of the preceding subsections (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. PROPERTY INSPECTION. It is Buyer's sole responsibility to (i) perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and be satisfied as to its condition prior to making an offer on the Property, (ii) review all Property information and due diligence materials, (iii) independently verify any information Buyer deems important including information available in public records, and (iv) inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations. Buyer will contact Seller prior to conducting any due diligence on the Property so that a mutually agreeable time to meet at the Property can be set. Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens

of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce the provisions of this Section 9, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to any such inspection. This Section 9 shall expressly survive the Closing and any termination of this Contract. Without limiting the foregoing, Buyer expressly acknowledges and agrees that (a) any maps and depictions included in the marketing materials for the auction are for illustration purposes only and neither Seller nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete, (b) any fencing situated on the Property is not necessarily an indication of the Property boundary, (c) Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property, (d) Buyer shall be responsible, at Buyer's sole cost and expense, for the installation of utilities, wells, septic systems, tanks, meters, lines, and/or any other applicable costs or fees related to such installation, including obtaining any permits required in connection with the foregoing.

10. TITLE. Buyer hereby acknowledges receipt of a title commitment (the "**Title Commitment**") issued by the Title Company. Buyer hereby agrees to accept title to the Property subject to: (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property (including, without limitation, the easements to be recorded against the Property as described in the Auction Agreement); (v) rights and claims of parties in possession; and (vi) all other title exceptions referenced the Title Commitment, including those on Schedule B thereof (the foregoing title matters are herein referred to as the "**Permitted Title Exceptions**"). Any applicable zoning ordinances, other land use laws and regulations, and taxes for the current year shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall use commercially reasonable efforts to satisfy all requirements on the Requirements section of the Title Commitment which are the responsibility of Seller and Buyer shall satisfy all requirements on the Requirements section of the Title Commitment which are the responsibility of Buyer. At Closing and subject to the other provisions of this Contract, Seller, at its cost, pay the standard premium of the Title Company to issue an owner's policy of title insurance (the "**Title Policy**"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions; provided, however, Seller shall have no liability to pay for any extended coverage or endorsements to the Title Policy requested by Buyer or any costs related to a loan policy issued to Buyer's lender (if applicable).

11. FIXTURES AND PERSONAL PROPERTY. Only the fixtures or timber attached to or located upon the Property at Closing will be conveyed to Buyer and no other personal property will be conveyed in connection with the sale of the Property.

12. TITLE DEFECTS. If prior to the Closing a new defect in title is disclosed by an update to the Title Commitment that is not a Permitted Title Exception, Buyer may either waive such defect or give written notice (an “**Objection Notice**”) to Seller and Title Company no later than the earlier of (a) the Closing Date, or (b) five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its sole option, attempt to cure such defect or decline to cure such defect by providing written notice to Buyer of such election within five (5) days after Seller’s receipt of the Objection Notice. If Seller is unable or unwilling to cure such defect, Buyer may terminate this Contract, the Deposit shall be returned to Buyer, and neither party shall have any further liability to the other hereunder; provided, however, that if Seller elects to cure such defect, Seller shall have the right, at its sole election, to extend the Closing Date by not more than sixty (60) days to attempt to effectuate such cure.

13. COMMISSIONS.

(a) **Brokerage.** Buyer warrants and represents that Buyer [] is [] is not represented by a Buyer’s Broker in this transaction. If Buyer is represented by a Buyer’s Broker, the Buyer’s Broker’s name is: _____ (“**Buyer’s Broker**”). Buyer’s Broker shall (i) perform all requirements of the Buyer Broker Guidelines provided by the Auctioneer, and (ii) provide Seller with a fully executed copy of an agreement or other evidence reasonably acceptable to Auctioneer and Seller evidencing such performance. Failure to properly register or comply with the provisions of the Guidelines will disqualify Buyer’s Broker from receiving any commission.

(b) **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written agreement between Seller and Auctioneer.

(c) **Indemnification.** If any other person asserts a claim for a commission, fee or other compensation based upon any contact, dealings or communication with Buyer or Seller, then the party through whom such person makes its claim will indemnify, defend and hold harmless the other party from such claim and any and all costs, damages, liabilities or expenses (including without limitation, reasonable attorneys’ fees and disbursements) incurred by the other party in connection with such claim.

14. BREACH OF CONTRACT BY SELLER. If Seller defaults in the performance of any of its material obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive a refund of the Deposit, or waive the default and proceed to Closing without any adjustment in the Purchase Price. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. BREACH OF CONTRACT BY BUYER. In the event the purchase and sale contemplated in this Contract is not consummated as a result of a default by Buyer under this Contract, the Deposit shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity for damages, with Buyer to be responsible for all costs of suit, including attorney’s fees and court costs.

16. **NOTICES.** All notices, demands, requests and consents required under this Contract, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered personally or by same-day courier messenger, when delivered, (b) if sent by nationally recognized overnight courier, on the first (1st) business day after deposit with said courier, (c) if mailed by United States Mail, certified or registered, postage prepaid, return receipt requested, on the date actually received or refused, or (d) if sent by electronic mail, on the day sent, if electronic confirmation of receipt is received by the sender, at the addresses set forth below:

If to Seller: J-Bar Ranch, L.C.

Attention: Judy H. Jamison
Email: _____

With copies to: Cavanaugh, Biggs & Lemon PA
3200 SW Huntoon
Topeka, KS 66604
Attention: James B. Biggs
Email: jbiggs@cavlem.com

Landon Jamison

Email: landon.jamison84@gmail.com

Lewis Rice LLC
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Attention: Kyle M. Binns
Email: kmbinns@lewisricekc.com

Sloan, Eisenbarth, Glassman, McEntire & Jarboe L.L.C.
534 S. Kansas Avenue, Ste. 1000
Topeka, KS 66603
Attention: Brian M. Jacques
Email: bjacques@sloanlawfirm.com

United Country – Heritage Brokers & Auctioneers
2820 N.W. Barry Road
Kansas City, MO 64154
Attention: Shawn Terrel
Email: sterrel@unitedcountry.com

If to Buyer:

Attention: _____
Email: _____

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given shall be deemed receipt.

17. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

18. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any exhibits or schedules attached hereto and made a part of this Contract constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by Buyer and Seller.

19. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

20. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

21. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

22. **ELECTRONIC SIGNATURES; COUNTERPARTS.** This Contract may be executed in two or more counterparts (including by means of electronically transmitted portable document format (.PDF) signature pages), each of which shall be deemed to be an original, but all of which together shall constitute and be one and the same instrument.

23. **ACKNOWLEDGEMENT.** Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by federal law or the law of the State in which the Property is located), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

24. **LEGAL FEES.** In the event of any litigation between Seller and Buyer with respect to this Contract, the non-prevailing party shall pay the attorneys' fees and related costs and expenses of the prevailing party.

25. **EXECUTION.** This Contract may be executed in two or more counterparts (including by means of facsimile or electronically transmitted portable document format (.PDF) signature pages), each of which shall be deemed to be an original, but all of which together shall constitute and be one and the same instrument; provided, that facsimile or electronically transmitted signatures of this Contract shall be deemed to be originals. Counterpart signatures need not be on the same page.

26. **EXHIBITS.** The exhibits attached hereto are fully incorporated herein by reference for all purposes.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGE FOLLOWS]