

WEIGAND ABSOLUTE AUCTION: LOT 2 – 142± ACRES

PLEASANT HILL RD. & N. OLD HWY. 81, SALINA, KS

ONLINE ONLY Register & Bid online at WeigandAuctions.com

Bidding Ends WEDNESDAY, MAY 15, 2024 @ 11 AM CT



#2

ABSOLUTE

SITE SIZE
142± ACRES

2023 TAXES
\$1,095.32

PROPERTY HIGHLIGHTS

Don't miss out on this tract of land that boasts a blend of tillable farm ground, fresh water pond, river access and timber.

- 40.6% class I soils.
- 47.1% class II & III soils.
- Mineral rights included.

Wichita 92 Miles	Salina 3 Miles
Topeka 110 Miles	Kansas City 171 Miles



REGISTER
ONLINE



J.P. Weigand & Sons, Inc. - Auction
150 N. Market Wichita, KS 67202
WeigandAuctions.com



Kevin Howell, Auctioneer
316-292-3971 | khowell@weigand.com

Randy Johnston
316-292-3913 | johnston@weigand.com

AUCTION PROCEDURE: Tracts are being sold absolute. Online bidding is by approval only. Bidding will remain open until 3 minutes have passed without receiving an acceptable bid. J.P. Weigand & Sons, Inc. - Auction reserves the right to request a proof of funds letter from a bank to participate in online bidding. Land sold by the acre will use a quantity/multiplier for the sole purpose of establishing a contract price and shall not be a guarantee of actual acres to be conveyed at closing. If a survey is required to establish new legal descriptions, surveyed acreage will not result in an adjustment of the contract price in the buyer or seller's favor. BUYER'S PREMIUM: A buyer's premium of 10% of the final bid price to determine the total purchase price. AUCTION TERMS: AUCTION TERMS: The successful bidder shall be required to make a deposit in an amount equal to 10% of the total purchase price as earnest money in the form of Certified or Personal Check with proper identification within 24 hours of close of auction. Closing will take place on or before 30 days following the day of auction. No current lease agreements are in effect, procession is at closing. IMPORTANT NOTICE TO ALL BIDDERS: All the information contained in this brochure was obtained from sources believed to be correct but is not guaranteed. This property will be sold "as is, where is" and bidders shall rely on their own information, judgment, and inspection of the property and records. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. Property is subject to sale prior to the completion of the auction. BROKER PARTICIPATION: At the completion of a successful closing, a fee of 3% of the buyer's premium will be paid by J.P. Weigand & Sons, Inc. to the broker properly registering and representing the successful bidder. Please visit WeigandAuctions.com for a detailed explanation of Terms and Conditions.

Commitment Cover Page

Order Number: **3059394**

Delivery Date: **02/21/2024**

Property Address: **00000 N. Old Highway 81, Salina, KS 67401**

For Closing Assistance

Deborah Beck
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
dbeck@security1st.com

Karina Wyatt
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
kw Wyatt@security1st.com

For Title Assistance

David Herd
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (316) 293-1637
dherd@security1st.com

Seller/Owner

Fairfax Enterprises, Incorporated., a Kansas corporation
Attention: Patricia Marietta, Vice President
(316) 204-4393 (Work)
swright20@cox.net
Delivered via: Delivered by Realtor

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Randy Johnston
150 N. Market
Wichita, KS 67202
(316) 648-9019 (Cell)
(316) 262-6400 (Work)
(316) 262-0647 (Work Fax)
rjohnston@weigand.com
Delivered via: Electronic Mail

Seller/Owner

Fairfax Enterprises, Incorporated., a Kansas corporation
Attention: Jim Marietta
(785) 640-4884 (Work)
ljmarietta@yahoo.com
Delivered via: Delivered by Realtor

Ordering Customer

J.P. Weigand & Sons, Inc. - Market St.
Attention: Brittney Brouillard
150 N. Market
Wichita, KS 67202
(316) 292-3970 (Cell)
bbrouillard@weigand.com
Delivered via: Electronic Mail

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Kevin N Howell
150 N. Market
Wichita, KS 67202
(316) 262-6400 (Work)
khowell@weigand.com
Delivered via: Electronic Mail

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

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Title Fees

Date: **02/21/2024**
Order Number: **3059394**
Property Address: **00000 N. Old Highway 81, Salina, KS
67401**
Buyer(s): **A Legal Entity, to be determined**
Seller(s): **Fairfax Enterprises, Inc.**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$528.00
	Total \$528.00
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Vesting Documents:

[Saline county recorded 06/06/1973 at book 299 page 3](#)
[Saline county recorded 06/06/1973 at book 299 page 5](#)
[Saline county recorded 05/06/1993 at book 366 page 557](#)

Tax Information:

R1138, R1137, R1139



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

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


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

COMMITMENT TO ISSUE POLICY

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


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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title
David Herd
727 N Waco Ave, Ste 300
Wichita, KS 67203
(316) 293-1637 (Work)
(316) 267-8115 (Work Fax)
dherd@security1st.com



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity, to be determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	David Herd 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 293-1637 (Work) (316) 267-8115 (Work Fax) dherd@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	C-DH3059394-DB		
Property Address:	00000 N. Old Highway 81 Salina, KS 67401		

SCHEDULE A

1. Commitment Date:

02/01/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, to be determined

The estate or interest to be insured: Fee Simple

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:

Fairfax Enterprises, Inc.

5. The Land is described as follows:

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

Security 1st Title, LLC

By:



Commitment No.: C-DH3059394-DB

Exhibit A

Parcel 1:

A tract of land located in Section 26, Township 13 South, Range 3 West of the Sixth Principal Meridian, in Saline County, Kansas, described as follows: Beginning at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 26; thence West along the South line of said Southeast Quarter (SE $\frac{1}{4}$), 663.5 feet to the Southwest Corner of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Southeast Quarter (SE $\frac{1}{4}$); thence North along the West line of said East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Southeast Quarter (SE $\frac{1}{4}$), 1,322.7 feet to the Northwest Corner of said East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Southeast Quarter (SE $\frac{1}{4}$); thence West along the North line of said Southwest Quarter (SW $\frac{1}{4}$) of said Southeast Quarter (SE $\frac{1}{4}$), 664.8 feet to the Northwest Corner thereof; thence North along the Center Line of said Section 26, 2,648.5 feet to the Northwest Corner of the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26; thence East along the North line of said South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), 2,060 feet more or less to the center of channel of the Saline River; thence Southerly and Southeasterly along said center of channel to a point which is 2,975 feet more or less North of and 254 feet more or less West of the Southeast Corner of said Section 26; thence Southerly and Southwesterly along the center of the abandoned channel of said river to a point which is 1,985.5 feet North and 1,017.9 feet West of said Southeast Corner of said Section 26, said point also being the Northeast Corner of a tract of land known as the Bailey Tract; thence West 150 feet; thence North $58^{\circ}19'$ West, 211.8 feet; thence South 88° West, 143 feet; thence South 480 feet; thence East 62 feet; thence South 490 feet; thence East 93 feet to said center of abandoned channel; thence Southerly along said center of abandoned channel, 25 feet to the East line of said East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Southeast Quarter (SE $\frac{1}{4}$); thence South along said East line of said East Half of the Southwest Quarter (SW $\frac{1}{4}$) of said Southeast Quarter (SE $\frac{1}{4}$), 1,045 feet more or less to the point of beginning.

Parcel 2:

That part of the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, Township 13 South, Range 3 West of the Sixth Principal Meridian, in Saline County, Kansas, lying North and East of the present channel of the Saline River, EXCEPT that part deeded to The Secretary of Transportation of the State of Kansas in Book 366 of Deeds, Pages [557-558](#), described as follows: A tract of land in the South Half of the Northeast Quarter of Section 26, Township 13 South, Range 3 West of the 6th P.M., Saline County, Kansas, described as follows: BEGINNING at the Northeast corner of said South Half of the Northeast Quarter Section, the North line of said South Half of the Northeast Quarter Section having an assumed bearing of North 89 degrees 20 minutes West; thence North 89 degrees 20 minutes West, 62.6 feet along said North line; thence South 00 degrees 40 minutes West, 19.2 feet; thence South 16 degrees 37 minutes West, 145.6 feet; thence South 07 degrees 47 minutes West, 130.0 feet, more or less, to the centerline of the old channel of the Saline River; thence along said center of said old channel to a point on the East line of said Quarter Section, 308.6 feet South of the place of beginning; thence North 00 degrees 38 minutes East along said East line to the place of beginning.



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **If the proposed transaction represents a sale or lease of substantially all of the assets of Fairfax Enterprises, Incorporated furnish a certified copy of evidence of the approval thereof by the affirmative vote of the holders of at least a majority of the outstanding stock of the corporation entitled to vote thereon.**
NOTE: For a sale or lease of less than all of the assets, we would require a Board of Directors Resolution authorizing such action
7. **File a Warranty Deed from Fairfax Enterprises, Incorporated a/k/a Fairfax Enterprises, Inc., a Kansas corporation to A Legal Entity, to be determined.**
8. **Recording Information for Kansas Counties:**

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

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

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

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

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

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

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the fiscal year 2023 in the original amount of \$66.80.**

First Installment: \$33.40, PAID

Second Installment: \$33.40, DUE, but not delinquent until after May 10, 2024

Property I.D. # 00950 (Covers a portion of subject property)

8. **General taxes and special assessments for the fiscal year 2023 in the original amount of \$1,025.72.**

First Installment: \$512.86, PAID

Second Installment: \$512.85, DUE, but not delinquent until after May 10, 2024

Property I.D. # 00951 (Covers a portion of subject property)

9. **General taxes and special assessments for the year 2023 in the amount of \$2.80, PAID.**

Property ID # 00952 (Covers remainder of subject property)

10. **Subject to existing road, street or highway rights of way.**
11. **The right of upper and lower riparian owners to the free and unobstructed flow of the water of the river, which forms a portion of the boundary of subject property, without diminution or pollution.**
12. **The consequences of any past or future change in the location of the Saline River, which forms a portion of the boundary of subject property, or any dispute arising over the location of the old bed of the Saline River or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used and occupied.**

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13. The terms and provisions contained in the document entitled "Easement for Channel Change" filed as Misc. Book 15, Page [435](#).
14. An easement for electric transmission and distribution line, recorded as Misc. Book 63, Page [528](#), and the terms and provisions contained therein.
In favor of: D. S. & O. Rural Electric Cooperative Association, Inc.
Affects: the South Half of Section 26, Township 13 South, Range 3 West
15. Ordinance annexing certain land to the City of Salina, Kansas filed in Misc. Book 101, Page [206](#).
16. The terms and provisions contained in the document entitled "Temporary Easement" in favor of the Secretary of Transportation of the State of Kansas, filed as Misc. Book 155, Page [364](#).
17. The terms and provisions contained in the document entitled "Easement" for ingress and egress filed as Misc. Book 93, Page [324](#).
18. An easement for water distribution system, recorded as Misc. Book 128, Page [16](#).
In favor of: Rural Water District #2 Ottawa County, Kansas
Affects: a portion of subject property
19. An easement for water distribution system, recorded as Misc. Book 128, Page [28](#).
In favor of: Rural Water District #2 Ottawa County, Kansas
Affects: a portion of subject property
20. Rights or claims of parties in possession not shown by the public records.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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this Commitment.

5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

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

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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

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

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

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

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

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

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

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

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

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

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

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

Changes to Our Policy We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

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

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

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PRIVACY POLICY

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

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

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

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

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

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

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

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

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Tax Print

Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
FAIRFAX ENTERPRISES INC	0 N OLD HIGHWAY 81	037-26-0-10-01-008-00-0	UNPLATTED, S26, T13, R3, ACRES 9.26, BEG 1321.37 S & 63 W NE/C NE4 TH S 168 SWLY 105 S 635 NWLY 1296 ALG RIV E 538 TO PO B LESS RW

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
00952	26-13-3	UNPLATTED			

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2023	105	305	\$27	\$103.45	\$2.8	\$2.8	0	0299/0003
2022	105	305	\$27	\$101.65	\$2.74	\$2.74	0	0299/0003
2021	105	305	\$27	\$104.26	\$2.82	\$2.82	0	0299/0003
2020	105	305	\$27	\$106.23	\$2.88	\$2.88	0	0299/0003
2019	105	305	\$27	\$106.26	\$2.88	\$2.88	0	0299/0003

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2018	105	305	\$27	\$106.82	\$2.88	\$2.88	0	0299/0003

Tax Print

Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
FAIRFAX ENTERPRISES INC	0 W PLEASANT HILL RD	037-26-0-10-01-007-00-0	UNPLATTED, S26, T13, R3, ACRES 108.49, B EG SE/C SW4 SE4 TH W 663.5 N 1322.7 W 66 4.8 N 2648.5 E 1333 S 1324 E 925 S 130 S WLY 885 ALG OLD RIV CH SWLY 150 NWLY 211

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
00951	26-13-3	UNPLATTED			

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2023	105	305	\$9915	\$103.45	\$1025.72	\$512.86	0	0299/0005
2022	105	305	\$10593	\$101.65	\$1076.78	\$1076.78	0	0299/0005
2021	105	305	\$10710	\$104.26	\$1116.58	\$1116.58	0	0299/0005
2020	105	305	\$10749	\$106.23	\$1141.9	\$1141.9	0	0299/0005
2019	105	305	\$10725	\$106.26	\$1139.64	\$1139.64	0	0299/0005

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2018	105	305	\$10542	\$106.82	\$1126.08	\$1126.08	0	0299/0005

Tax Print

Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
FAIRFAX ENTERPRISES INC	0 N OLD HIGHWAY 81	037-26-0-10-01-006-00-0	UNPLATTED, S26, T13, R3, ACRES 25.08, BE G SW/C SE4 NE4 TH N 1324 E 193 ELY 671 A LG RIV SWLY 150 E 105 SLY 1296 ALG RIV SLY 689 ALG OLD RIV CH N 130 W 925 TO P

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
00950	26-13-3	UNPLATTED			

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2023	1	305	\$483	\$138.31	\$66.8	\$33.4	0	0299/0005
2022	1	305	\$513	\$135.72	\$69.64	\$69.64	0	0299/0005
2021	1	305	\$519	\$138.7	\$71.98	\$71.98	0	0299/0005
2020	1	305	\$519	\$140.33	\$72.84	\$72.84	0	0299/0005
	1	305	\$519	\$140.31	\$72.82	\$72.82	0	0299/0005

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2018	1	305	\$510	\$138.34	\$70.56	\$70.56	0	0299/0005

Property Details for PID: 0850372601001006000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850372601001006000
Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0850372601001006000
QuickRef ID :	R1137
Owner Name :	FAIRFAX ENTERPRISES INC
Location:	00000 N OLD HIGHWAY 81, Salina, KS 67401
Abbreviated Boundary Description:	UNPLATTED, S26, T13, R3, ACRES 25.08, BEG SW/C SE4 NE4 TH N 1324 E 193 ELY 671 ALG RIV SWLY 150 E 105 SLY 1296 ALG RIV SLY 689 ALG OLD RIV CH N 130 W 925 TO POB

Owner Information:

Owner	FAIRFAX ENTERPRISES INC
Mailing Address	Attn: FARMERS NATIONAL COMPANY PO BOX 542016 OMAHA, NE 68154-8016

Property Information:

Type	Agricultural Use
Status	Active
Taxing Unit	001
Neighborhood Code	100

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

No Orion Deed Book Page Details found

Additional Deed Book Page Details

Deed Book/Page 299/5 1149/38 - MARIETTA ROBERT LOUIS - DOD 3/28/2007

Value Details

	Year	2023
Current Final Value (Agricultural)	Land	\$1,610.00
	Building	\$0.00
	Total	\$1,610.00
Current Final Value (Agricultural) Year		2022
	Land	\$1,710.00

Building	\$0.00
Total	\$1,710.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land	4.47	2347		
Native Grass	20.61	WST		
Total Acres :	25.08			

No Ag Building Details found

Property Details for PID: 0850372601001008000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850372601001008000
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Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0850372601001008000
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QuickRef ID :	R1139
---------------	-------

Owner Name :	FAIRFAX ENTERPRISES INC
--------------	-------------------------

Location:	00000 N OLD HIGHWAY 81, Salina, KS 67401
-----------	--

Abbreviated Boundary Description:	UNPLATTED, S26, T13, R3, ACRES 9.26, BEG 1321.37 S & 63 W NE/C NE4 TH S 168 SWLY 105 S 635 NWLY 1296 ALG RIV E 538 TO POB LESS RW
-----------------------------------	---

Owner Information:

Owner	FAIRFAX ENTERPRISES INC
-------	-------------------------

Mailing Address	Attn: FARMERS NATIONAL COMPANY PO BOX 542016 OMAHA, NE 68154-8016
-----------------	--

Property Information:

Type	Agricultural Use
------	------------------

Status	Active
--------	--------

Taxing Unit	105
-------------	-----

Neighborhood Code	300
-------------------	-----

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

No Orion Deed Book Page Details found

Additional Deed Book Page Details

Deed Book/Page 299/3 1149/38 - MARIETTA ROBERT LOUIS - DOD 3/28/2007

Value Details

	Year	2023
Current Final Value (Agricultural)	Land	\$90.00
	Building	\$0.00
	Total	\$90.00
Current Final Value (Agricultural) Year		2022
	Land	\$90.00

Building	\$0.00
Total	\$90.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Native Grass	9.26	WST		
Total Acres :	9.26			

No Ag Building Details found

Property Details for PID: 0850372601001007000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850372601001007000
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Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0850372601001007000
------------------------	---

QuickRef ID :	R1138
---------------	-------

Owner Name :	FAIRFAX ENTERPRISES INC
--------------	-------------------------

Location:	00000 W PLEASANT HILL RD, Salina, KS 67401
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Abbreviated Boundary Description:	UNPLATTED, S26, T13, R3, ACRES 108.49, BEG SE/C SW4 SE4 TH W 663.5 N 1322.7 W 664.8 N 2648.5 E 1333 S 1324 E 925 S 130 SWLY 885 ALG OLD RIV CH SWLY 150 NWLY 211.8 W 143 S 480 E 62 S 490 E 93 SELY 48 ALG OLD RIV CH S 1045 TO POB
-----------------------------------	---

Owner Information:

Owner	FAIRFAX ENTERPRISES INC
-------	-------------------------

Mailing Address	Attn: FARMERS NATIONAL COMPANY PO BOX 542016 OMAHA, NE 68154-8016
-----------------	--

Property Information:

Type	Agricultural Use
------	------------------

Status	Active
--------	--------

Taxing Unit	105
-------------	-----

Neighborhood Code	300
-------------------	-----

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

No Orion Deed Book Page Details found

Additional Deed Book Page Details

Deed Book/Page 299/5 299/3 1149/38 - MARIETTA ROBERT LOUIS - DOD 3/28/2007

Value Details

	Year	2023
Current Final Value (Agricultural)	Land	\$33,050.00
	Building	\$0.00
	Total	\$33,050.00
Current Final Value (Agricultural) Year		2022
	Land	\$35,310.00

Building	\$0.00
Total	\$35,310.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

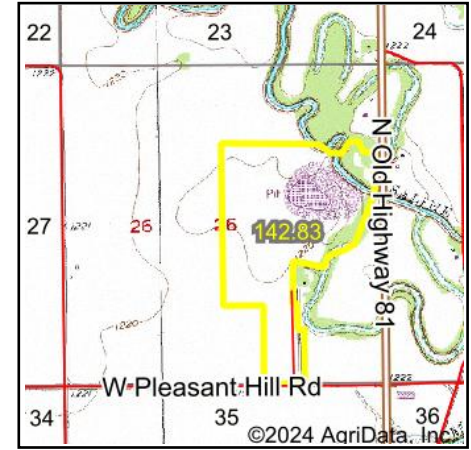
Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land	24.83	3755		
Dry Land	23.14	2347		
Dry Land	4.99	2366		
Dry Land	3.17	2375		
Dry Land	5.87	3617		
Dry Land	42.15	3633		

Native Grass	4.34	WST
--------------	------	-----

Total Acres :	108.49
----------------------	--------

No Ag Building Details found

Wetlands Map



State: **Kansas**
 Location: **26-13S-3W**
 County: **Saline**
 Township: **Elm Creek**
 Date: **2/16/2024**



Maps Provided By:



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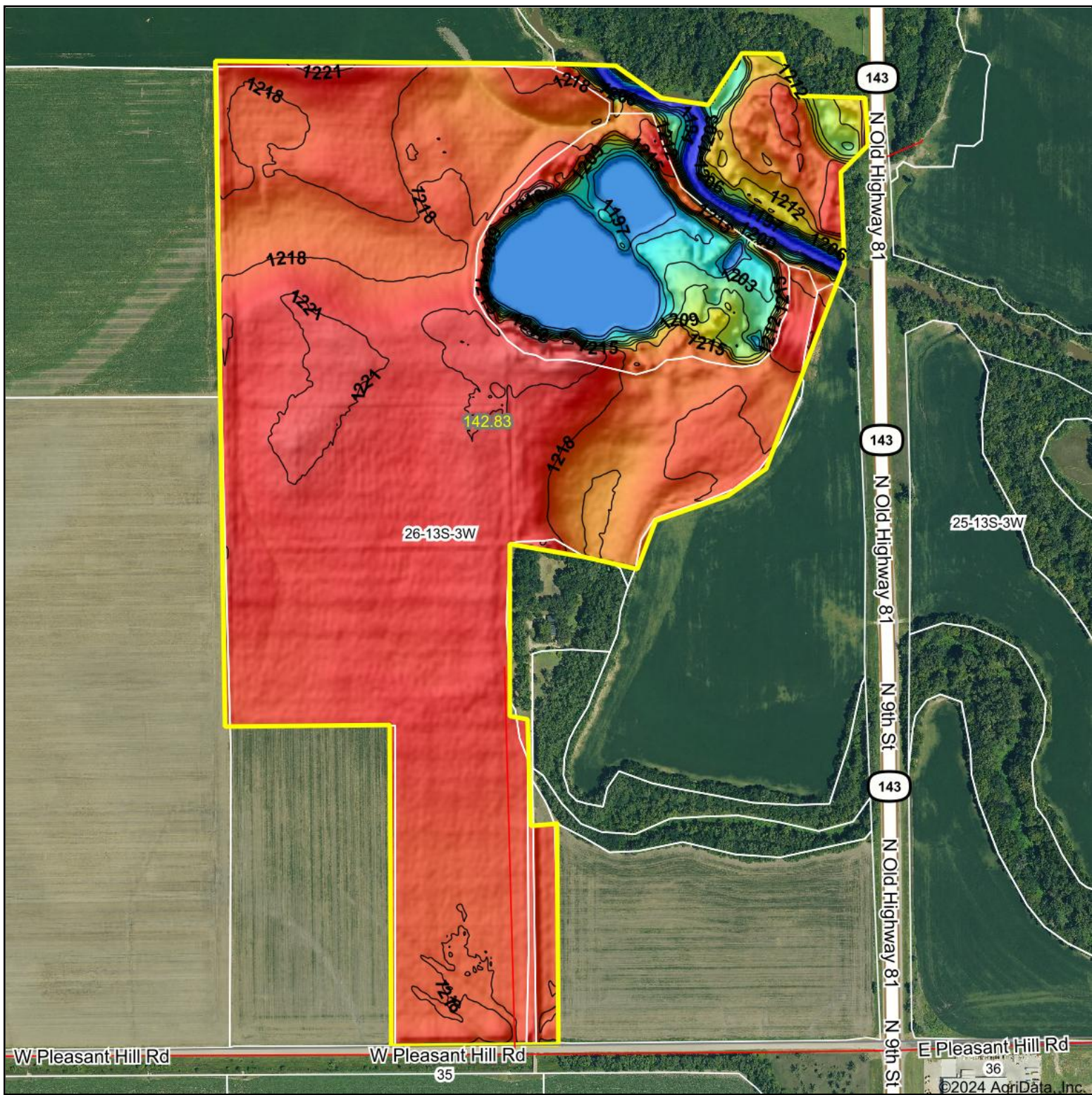


0ft 955ft 1911ft

Classification Code	Type	Acres
PUBGx	Freshwater Pond	5.74
R2UBH	Riverine	1.61
PUBFx	Freshwater Pond	1.21
R5UBH	Riverine	0.58
PFOA	Freshwater Forested/Shrub Wetland	0.28
PEM1A	Freshwater Emergent Wetland	0.15
Total Acres		9.57

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

Topography Hillshade



Low Elevation High



Source: USGS 3 meter dem

Interval(ft): 3

Min: 1,191.0

Max: 1,229.7

Range: 38.7

Average: 1,216.0

Standard Deviation: 7.19 ft

0ft 627ft 1253ft



2/16/2024

26-13S-3W
Saline County
Kansas

Boundary Center: 38° 53' 26.8, -97° 37' 1.24



Maps Provided By:

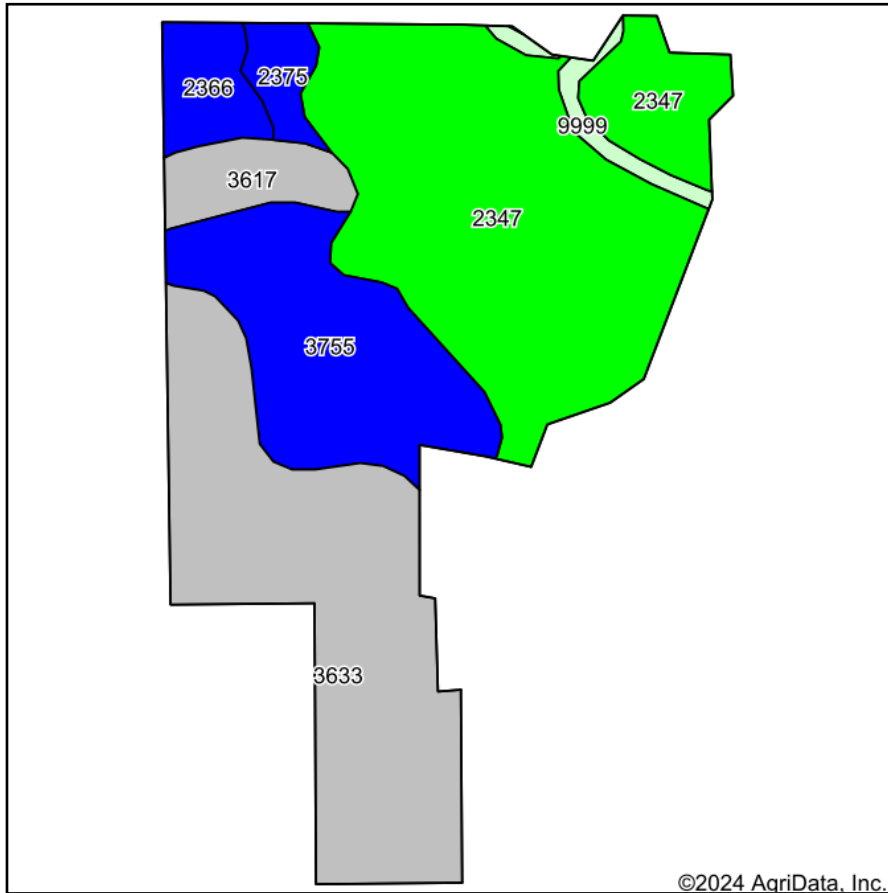


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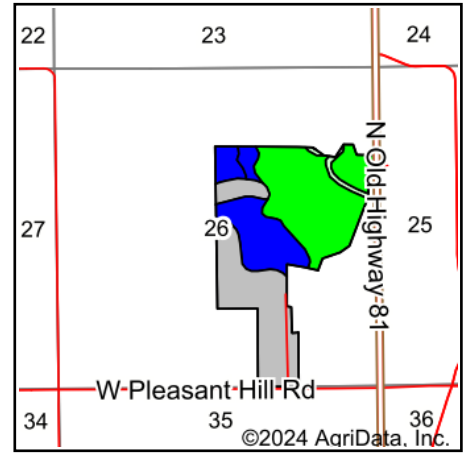
Field borders provided by Farm Service Agency as of 5/21/2008.

Soils Map



Soils data provided by USDA and NRCS.

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State: **Kansas**
 County: **Saline**
 Location: **26-13S-3W**
 Township: **Elm Creek**
 Acres: **142.83**
 Date: **2/16/2024**



Maps Provided By:



Area Symbol: KS169, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	*n NCCPI Soybeans
2347	McCook silt loam, rarely flooded	58.03	40.6%		Iw	Iw	3550	53
3633	Sutphen silty clay, occasionally flooded	42.58	29.8%		IIIw	IIIw	5055	48
3755	Hord silt loam, rarely flooded	24.77	17.3%		IIc	I	3500	77
3617	Solomon silty clay, occasionally flooded	6.06	4.2%		IIIw	IIIw	8005	19
2366	New Cambria silty clay, rarely flooded	5.48	3.8%		IIIs	IIIs	3500	57
2375	Roxbury silt loam, rarely flooded	3.28	2.3%		IIe	Ie	3513	76
9999	Water	2.63	1.8%				0	
Weighted Average					*-	*-	4110.9	*n 53.9

*n: The aggregation method is "Weighted Average using all components"

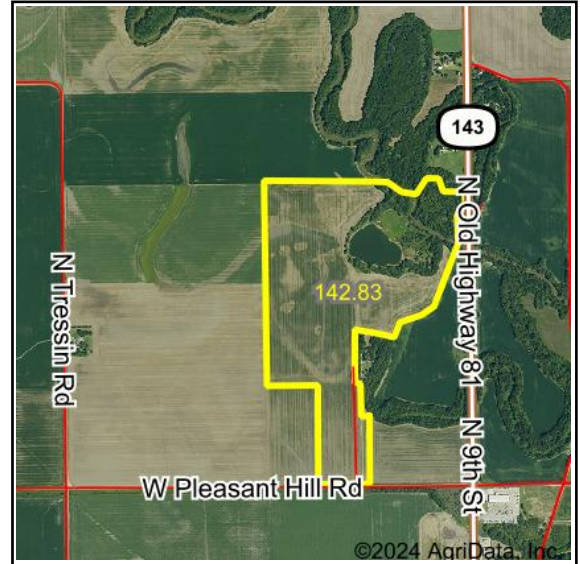
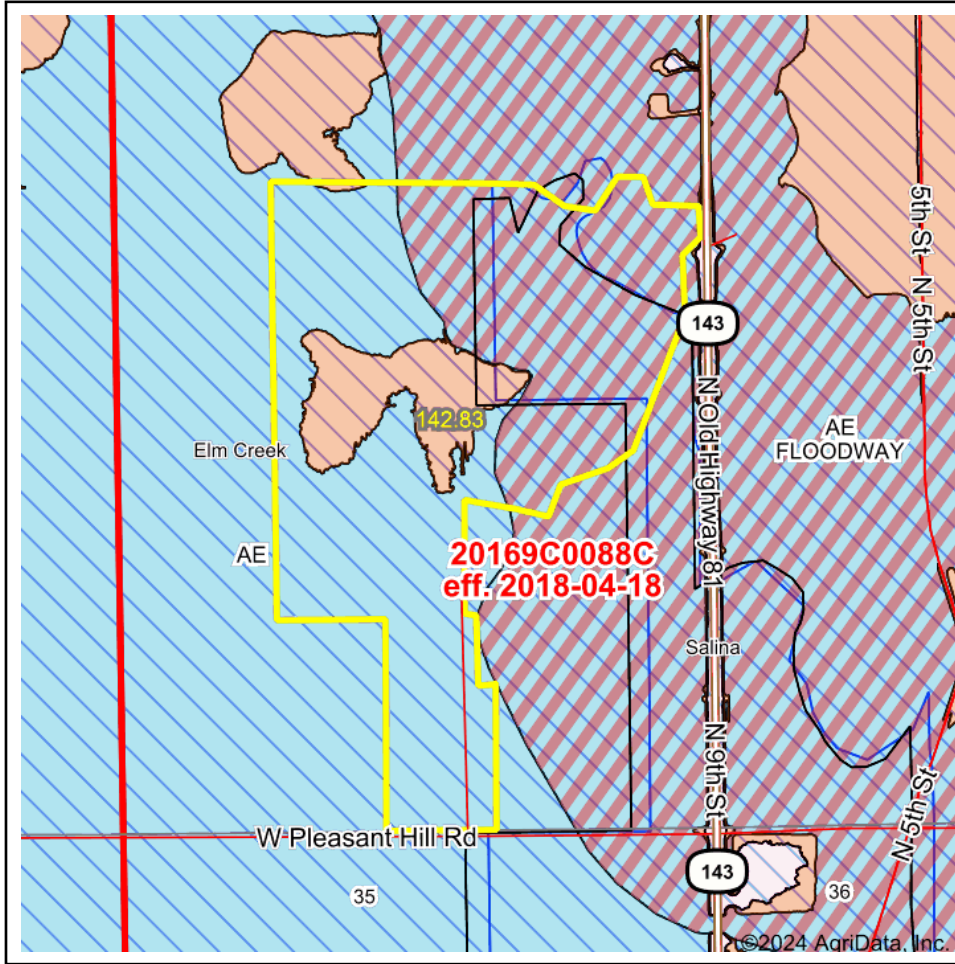
*c: Using Capabilities Class Dominant Condition Aggregation Method

c: Using Capabilities Class Dominant Condition Aggregation Method- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.

c: Using Capabilities Class Dominant Condition Aggregation Method- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.

FEMA Report



Map Center: 38° 53' 28.09, -97° 37' 1.3

State: KS Acres: 142.83
County: Saline Date: 2/16/2024
Location: 26-13S-3W
Township: Elm Creek



Maps Provided By:



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Name	Number	County	NFIP Participation	Acres	Percent
SALINE COUNTY	200316	Saline	Regular	118.81	83.2%
SALINA, CITY OF	200319	Saline	Regular	24.02	16.8%
Total				142.83	100%

Map Change	Date	Case No.	Acres	Percent
No			0	0%

Zone	SubType	Description	Acres	Percent
AE		100-year Floodplain	72.61	50.8%
AE	FLOODWAY	100-year Floodplain	53.67	37.6%
X	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	500-year floodplain	16.24	11.4%
X	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	500-year floodplain	0.31	0.2%
Total			142.83	100%

Panel	Effective Date	Acres	Percent
20169C0088C	4/18/2018	142.83	100%
Total		142.83	100%

Aerial Map



Company:
Address:
Address:
Phone:

Date Ordered:
Invoice Number:
Customer/Sub-
Contractor:
Address:
Address:
Phone:

Owner/Operator:
Address:
Address:
Phone:
Field ID:
Crop:

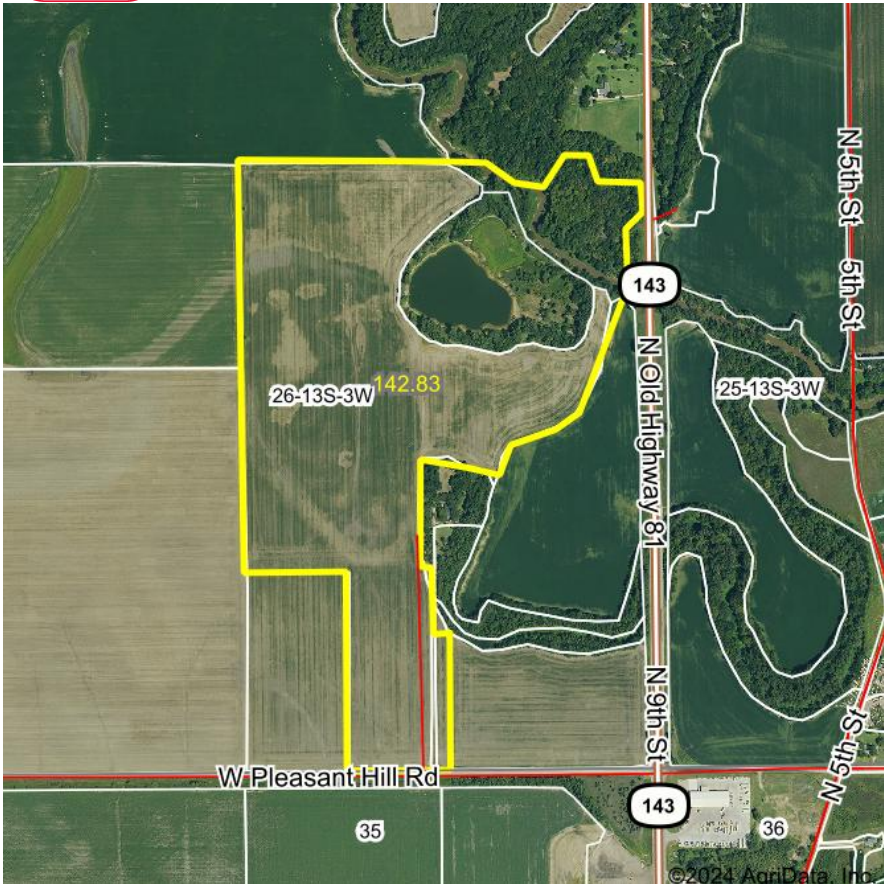
Mapped Acres: 142.83

Actual Acres:

Airport:

Heading/Distance:

Field Notes:



Saline, KS

Boundary Center:
38° 53' 26.8, -97° 37' 1.24



Maps Provided By:

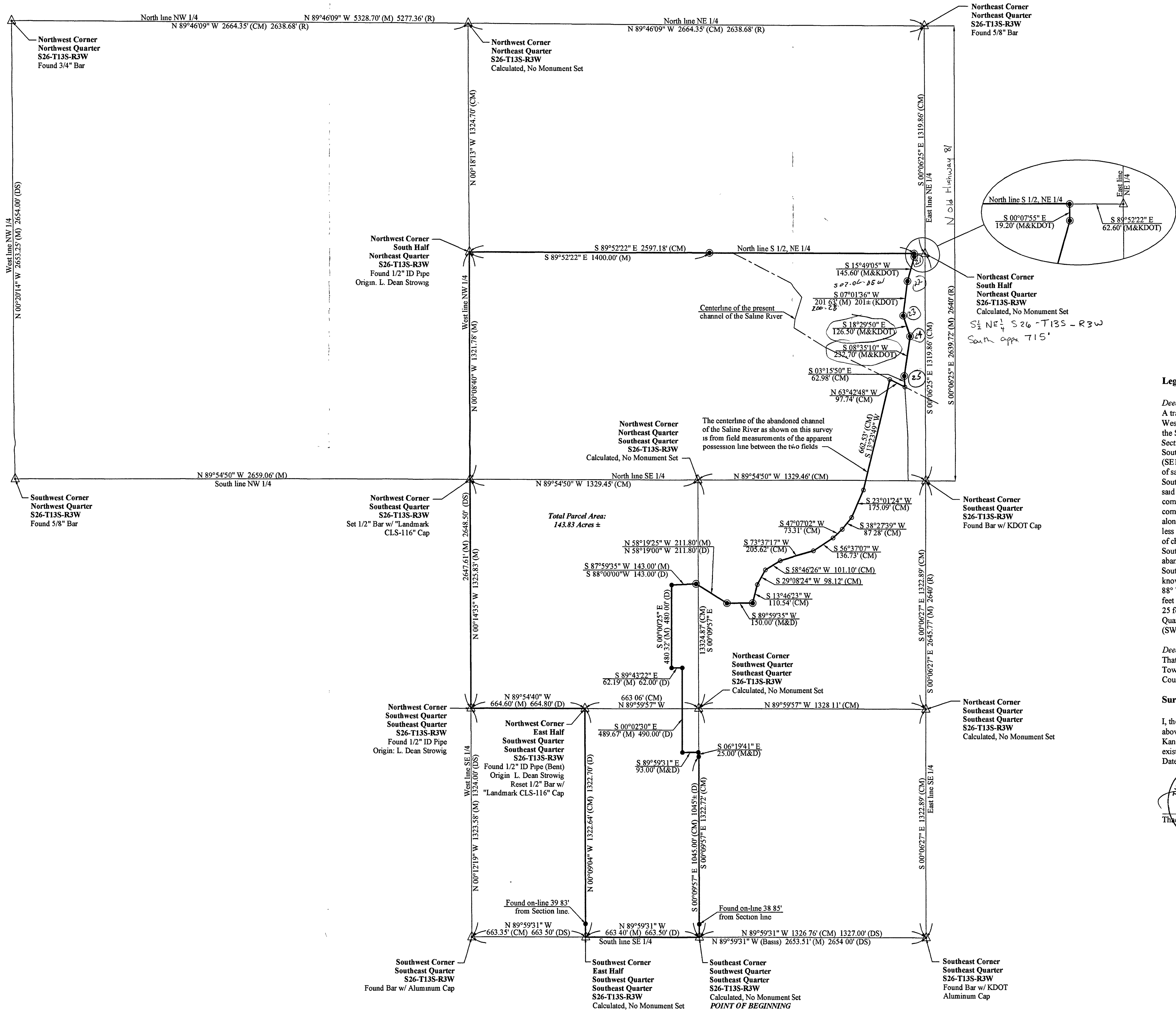
CUSTOMIZED ONLINE MAPPING
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Pest	Product (Supplier)	EPA Reg. #	A.I.	Rate	Unit	Carrier	Total	Unit
------	--------------------	------------	------	------	------	---------	-------	------

Logs:	Date of Application:	Start Time:	End Time:	Acres Applied:
Applicator:	Temperature:	<div><input type="checkbox"/> Clear</div> <div><input type="checkbox"/> Partly Cloudy</div> <div><input type="checkbox"/> Cloudy</div>		
Applicator's ID:	Wind Speed:	Wind Direction:	Desired Wind:	
Logs:	Date of Application:	Start Time:	End Time:	Acres Applied:
Applicator:	Temperature:	<div><input type="checkbox"/> Clear</div> <div><input type="checkbox"/> Partly Cloudy</div> <div><input type="checkbox"/> Cloudy</div>		
Applicator's ID:	Wind Speed:	Wind Direction:	Desired Wind:	

Field borders provided by Farm Service Agency as of 5/21/2008.

Certificate of Survey
Parcel in E 1/2, S26-T13S-R3W
Saline County, KS
Sand Pit



Notes:

1) Basis of Bearings: Assumed N 89°59'31" W along the South line of the Southeast Quarter S26-T13S-R3W

2) Monuments found have an unknown origin unless noted otherwise.

3) Per "Kansas Minimum Standards for Boundary Surveys"; all easements evidenced by a record document, which were provided at the time of this survey, were shown. No such documentation or title work were provided.

Legal Description

Deed Book 299, Page 5

A tract of land located in Section Twenty-six (26), Township Thirteen (13) South, Range Three (3) West of the Sixth Principal Meridian, in Saline County, Kansas, described as follows: Beginning at the Southeast corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 26, thence West along the South line of said Southeast Quarter (SE1/4), 663.5 feet to the Southwest corner of the East Half (E1/2) of the Southwest Quarter (SW1/4) of said Southeast Quarter (SE1/4), thence North along the West line of said East Half (E1/2) of the Southwest Quarter (SW1/4) of said Southeast Quarter (SE1/4), 1322.7 feet to the Northwest corner of said East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4), thence West along the North line of said Southwest Quarter (SW1/4) of said Southeast Quarter (SE1/4), 664.8 feet to the Northwest corner thereof, thence North along the center line of said Section 26, 2648.5 feet to the Northwest corner of the South Half (S1/2) of the Northeast Quarter (NE1/4) of said Section 26, thence East along the North line of said South Half (S1/2) of the Northeast Quarter (NE1/4), 2060 feet more or less to the center of channel of the Saline River; thence Southerly and Southeasterly along said center of channel to a point which is 2975 feet more or less North of and 254 feet more or less West of the Southeast corner of said Section 26, thence Southerly and Southwesterly along the center of the abandoned channel of said river to a point which is 1985.5 feet North of and 1017.9 feet West of said Southeast corner of said Section 26, said point also being the Northeast corner of a tract of land known as the Bailey Tract; thence West 150 feet, thence North 58°19' West, 211.8 feet; thence South 88° West, 143 feet, thence South 480 feet, thence East 62 feet, thence South 490 feet; thence East 93 feet to said center of abandoned channel; thence Southerly along said center of abandoned channel, 25 feet to the East line of said East Half (E1/2) of the Southwest Quarter (SW1/4) of said Southeast Quarter (SE1/4); thence South along said East line of said East Half (E1/2) of the Southwest Quarter (SW1/4) of said Southeast Quarter (SE1/4), 1045 feet more or less to the point of beginning; AND

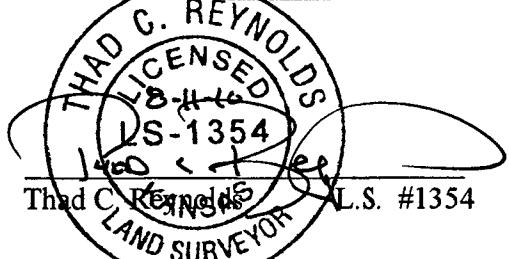
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That part of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Twenty-six (26), Township Thirteen (13) South, Range Three (3) West of the Sixth Principal Meridian in Saline County, Kansas, lying North and East of the present channel of the Saline River owned by grantor

Surveyor's Certificate

I, the undersigned, a Registered Land Surveyor in the State of Kansas, do hereby certify that the above plat and description were performed under my supervision and are in conformance with Kansas "Minimum Standards for Boundary Surveys". This Survey does not certify ownership or the existence or location of unplatted easements.

Date of Survey: July 26, 2010



Landmark
SURVEYING & MAPPING INC.
Email: landmarksurvey@sbcglobal.net
Website: www.landmarksurveyings.com
Office: (785) 263-2625 Fax: (785) 263-1580
301 North Broadway, P.O. Box 97
Abilene, Kansas 67410

Date of Plot	8/11/10	Project #	10-6167
Drawn By	JPJ	Client	Fairfax Ent. Inc. (Trisha Manetta)
Checked By	TR		Sheet 1 of 1



Weigand Auction
Broker Registration Form

J.P. Weigand & Sons, Inc.
150 N. Market
Wichita, KS 67202
(316) 262-3970
Email: khowell@weigand.com

Brokerage Company Name: _____
Brokerage License Number: _____ Telephone Number: _____
Address: _____
City: _____ State: _____ Zip: _____
Real Estate Agent's Name: _____
Real Estate Agent's License Number: _____ State: _____
Real Estate Agent's Email: _____
Buyer's Broker/Licensee, if applicable, is functioning as:

☐ Agent of the Buyer

☐ Transaction Broker

☐ Designated Buyer's Agent*

*Supervising Broker acts as a Transaction Broker

Auction Property/Location: (Lot #2) Pleasant Hill Rd. & N. Old Hwy. 81

Auction Date: May 15, 2024, 11:00 am CT

Print Name of Prospective Bidder

(Company, Joint Venture, Trustee Name(s):

(individual, signing on behalf of buying entity):

3% Broker Participation Fee

To qualify for the 3% Broker Participation Fee, the real estate broker(s) properly registered prospect must be the high bidder, as well as purchase and close on the auction property(s) registered above. Further, the broker must: Be an active, duly licensed in the State of Kansas, real estate broker, not prohibited by law, or Seller's policies and regulations, from participating.

In the case of multiple registrations of the same Prospective Bidder by different brokers, the first registration received by J.P. Weigand & Sons, Inc. will be recognized. The Broker may submit only one Broker Registration Form per auction and with only one Prospective Bidder. The real estate agent must attend live auctions with the Prospective Bidder. If a cooperating broker has not met all of the requirements. No commission will be paid, even if its Prospective Bidder purchases the property.

Broker and Buyer(s) acknowledge and agree that Seller and Auctioneer have not made and hereby specifically disclaims any warranty, guarantees or representation, oral or written, past, present or future of, as, to, or concerning, (i) the nature, square footage, condition, value, or quality of property, including but not by way of limitation, the water, soil, & geology and suitability of the property for any and all activities & uses the Buyer may elect to conduct thereon. Broker and Buyer(s) each hereby agree to indemnify and hold harmless the Auctioneer from and against any and all claims with respect to this transaction. This indemnification agreement of the properties shall survive the closing.

By signing below, we certify that we have both read the above terms and conditions of this registration, the terms and conditions of the auction brochure and due diligence package (if any), and agree to defend and hold J.P. Weigand & Sons, Inc. and Seller harmless if there is a claim by any other broker with this prospective bidder.

Broker Registration Forms must be received by J.P. Weigand & Sons, Inc. 24 hours before Prospective Bidder begins bidding.

Broker

Prospective Bidder

By: _____

By: _____

Date: _____

Date: _____

Received and Acknowledged by J.P. Weigand & Sons, Inc.

By: _____

Date/Time: _____