

# PROPERTY INFORMATION



**AUCTION**



**18± ACRES OF TILLABLE LAND IN DERBY, KS**

## PROPERTY FEATURES

### 2023 TAXES:

GENERALS: \$110.14

SPECIALS: \$0.00



**REGISTER TO BID!**

## ONLINE ONLY AUCTION

**BIDDING BEGINS CLOSING OCTOBER 16TH @ 3:00PM**

- Sits to the West of the river, North of 83rd street.
- Approximately 15 acres of tillable ground that is currently planted to fall crops.
- Potential for residential development.
- 91.3% Class IIc soil 5943 Saltcreek & Naron fine sandy loam.
- 8.7% Class IIc 6224 Canadian fine sandy loam.



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





**AUCTION**

# PROPERTY INFORMATION

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Kevin Howell, Certified Auctioneer  
316-292-3971 | [khowell@weigand.com](mailto:khowell@weigand.com)





# 4 Year Crop History



Owner/Operator:

Address:

Address:

Phone:

Date:

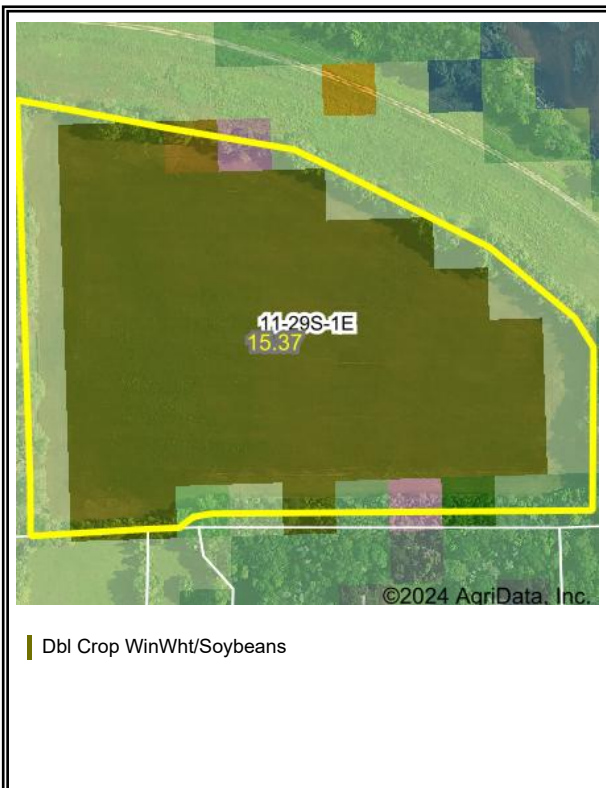
Farm Name:

Field ID:

Acct. #:

Crop Year:

Crop Year:



Crop Year:

Crop Year:



Boundary Center: 37° 32' 50.43, -97° 17' 5.34

State: KS

County: Sedgwick

Legal: 11-29S-1E

Twnshp: Salem

Field borders provided by Farm Service Agency as of 5/21/2008. Crop data provided by USDA National Agricultural Statistics Service Cropland Data Layer



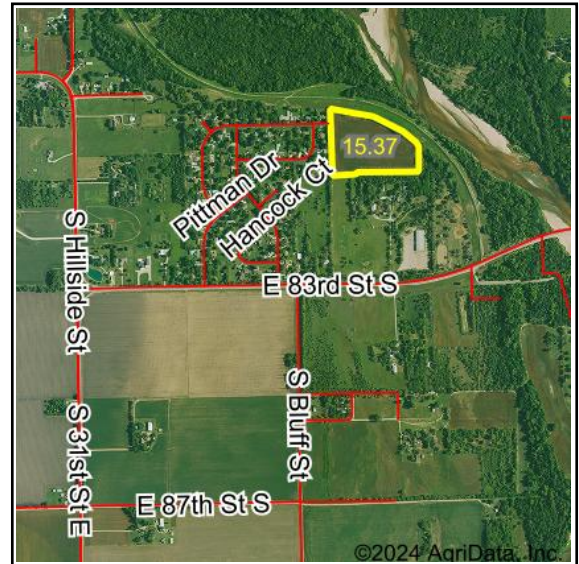
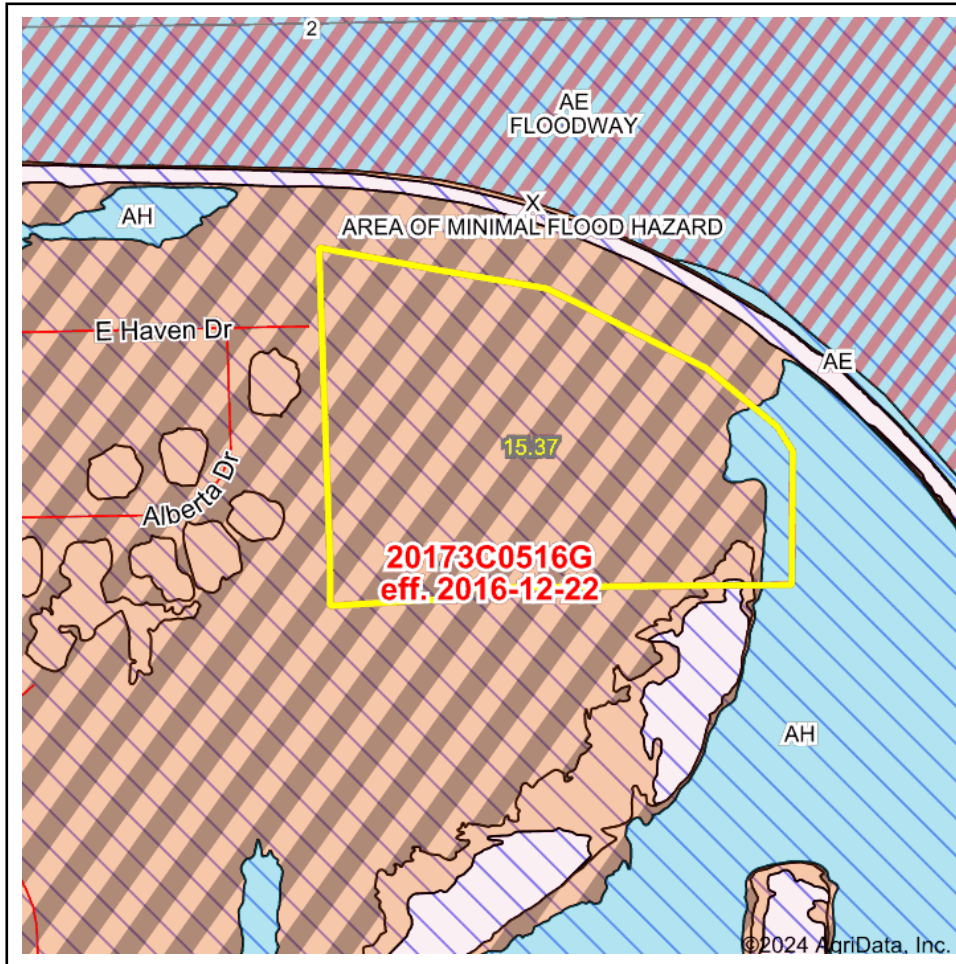
Maps Provided By:



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# FEMA Report



Map Center: 37° 32' 49.05, -97° 17' 7.27  
 State: KS Acres: 15.37  
 County: Sedgwick Date: 9/17/2024  
 Location: 11-29S-1E  
 Township: Salem



Maps Provided By:



Name	Number	County	NFIP Participation	Acres	Percent
SEDGWICK COUNTY	200321	Sedgwick	Regular	15.37	100%
<b>Total</b>				15.37	100%

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

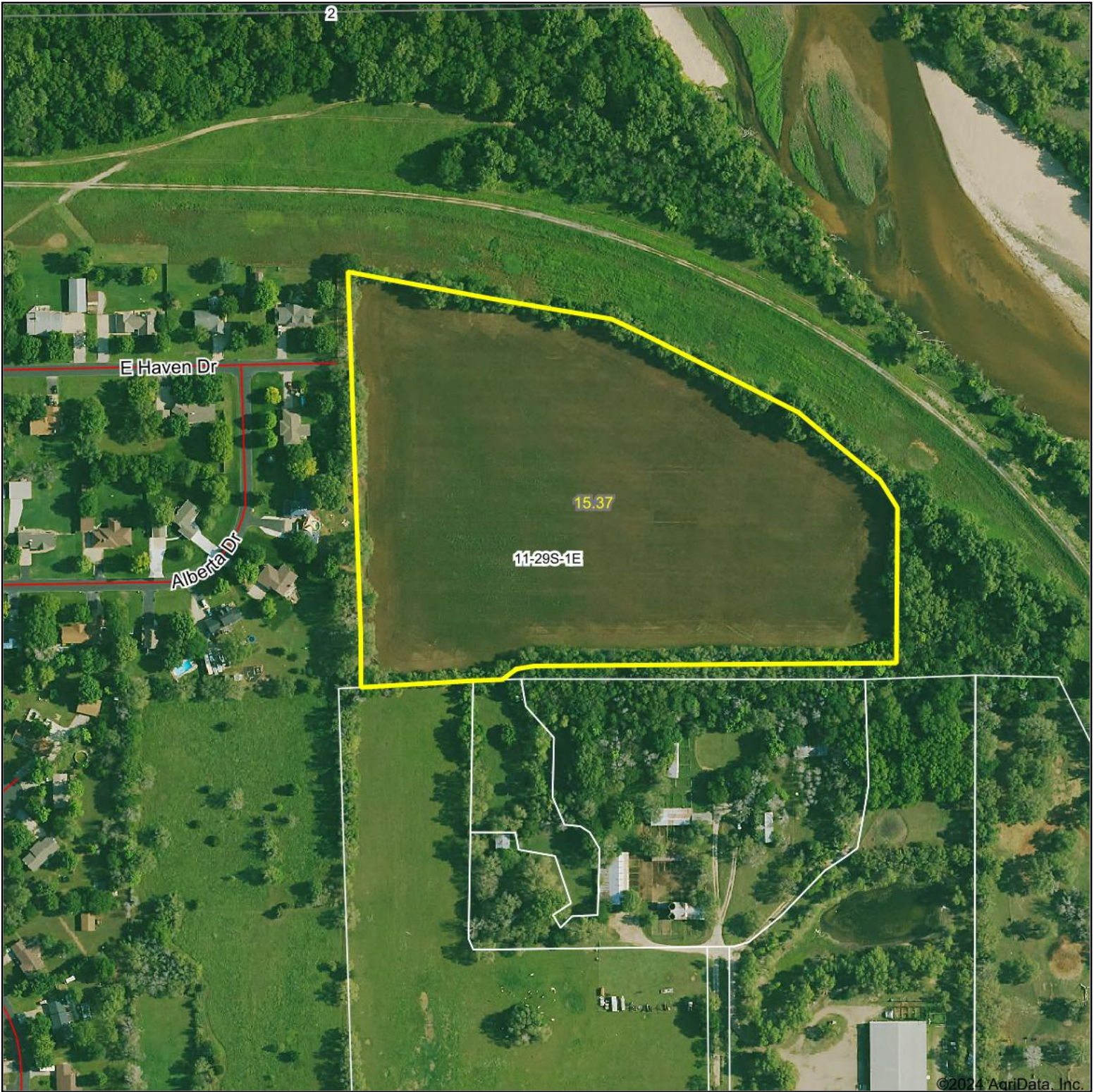
Zone	SubType	Description	Acres	Percent
X	AREA WITH REDUCED FLOOD RISK DUE TO LEVEE	500-year floodplain	14.38	93.6%
AH		100-year Floodplain	0.82	5.3%
X	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	500-year floodplain	0.17	1.1%
<b>Total</b>			15.37	100%

Panel	Effective Date	Acres	Percent
20173C0516G	12/22/2016	15.37	100%
<b>Total</b>		15.37	100%



# Aerial Map



©2024 AgriData, Inc.

Boundary Center: 37° 32' 50.43, -97° 17' 5.34

0ft 305ft 610ft

**11-29S-1E**  
**Sedgwick County**  
**Kansas**



9/17/2024



Maps Provided By:



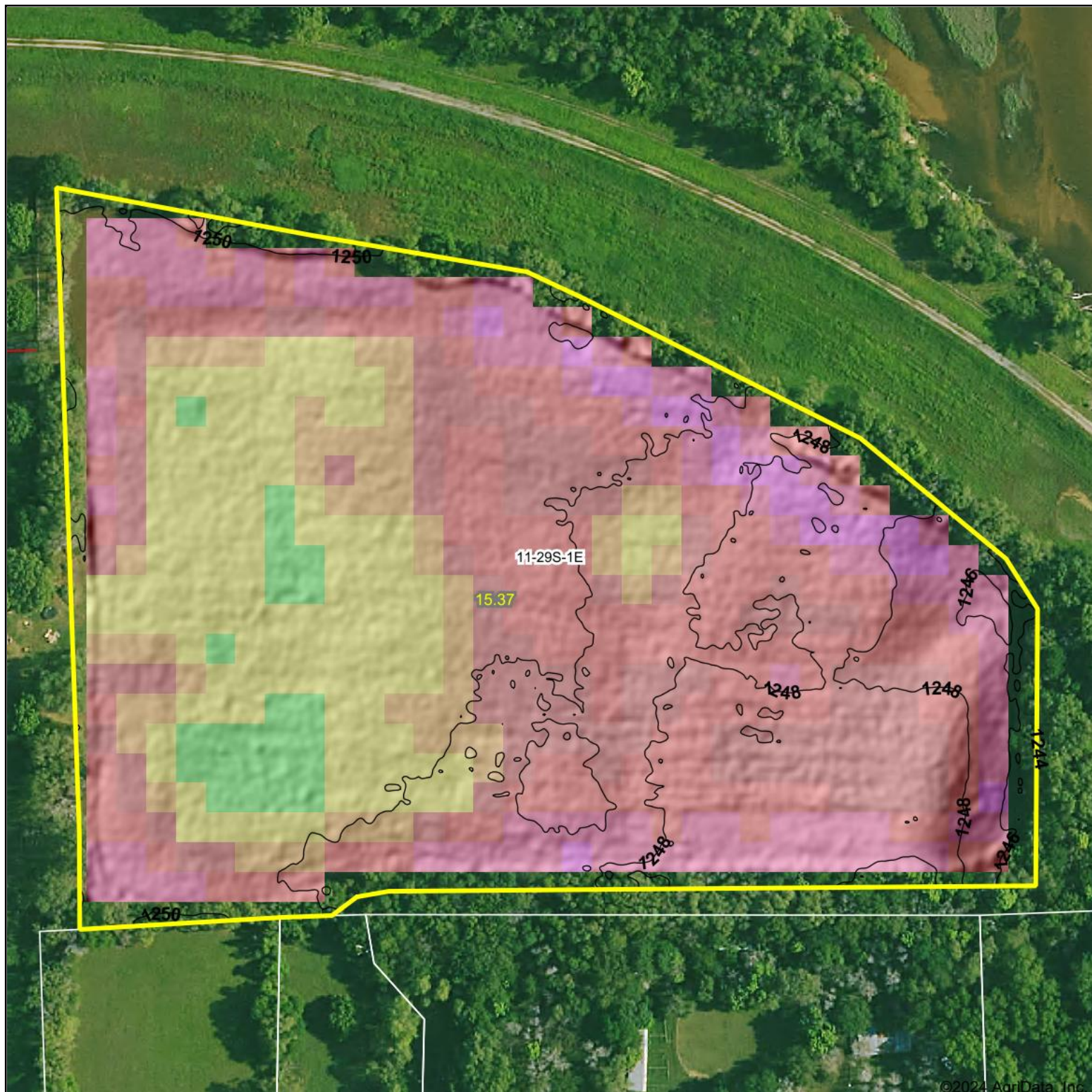
© AgriData, Inc. 2023

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



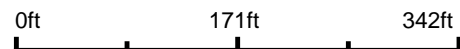
# Hillshade Maximum NDVI 2023



©2024 AgriData, Inc.



Crop:



Maps Provided By:



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\*USDA CropScope

Elevation Min: 1,244.5

Max: 1,251.0

Range: 6.5

Average: 1,248.5

Standard Deviation: 0.82 ft



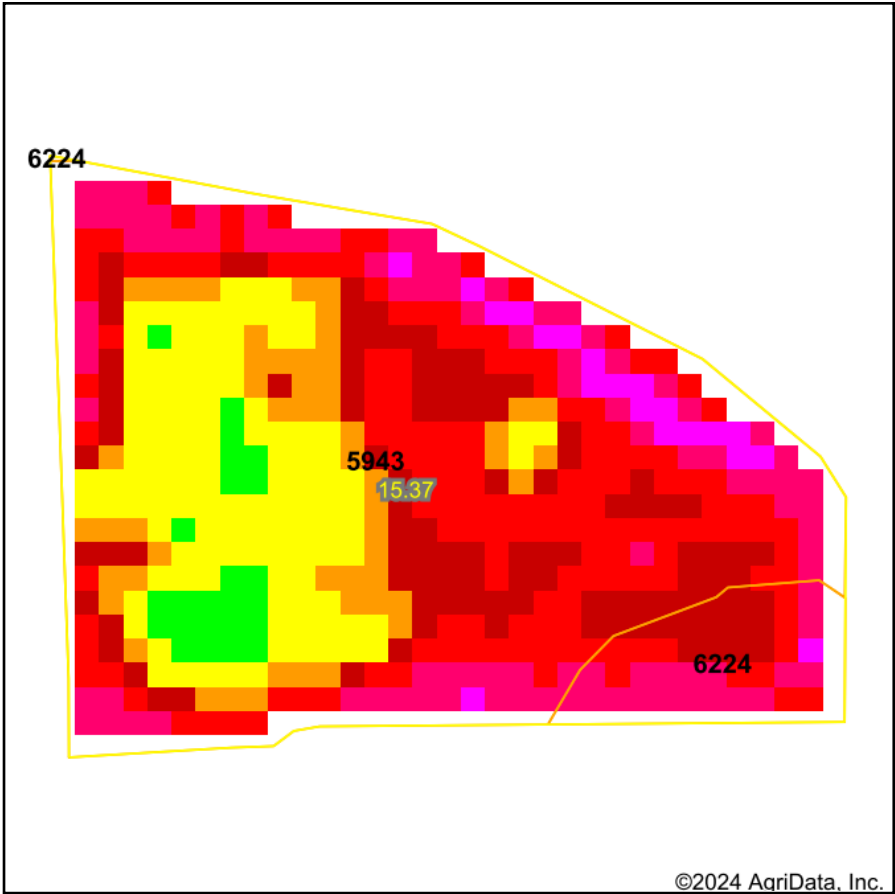
9/17/2024

**11-29S-1E**  
**Sedgwick County**  
**Kansas**

Boundary Center:  
37° 32' 50.43, -97° 17' 5.34

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

Max NDVI(2023) with Soils



Low RELATIVE BIOMASS High	Value
	86 - 99
	81 - 85
	76 - 80
	71 - 75
	66 - 70
	61 - 65
	51 - 60
	41 - 50
	21 - 40
	1 - 20
	0 - 0

State: **Kansas**  
County: **Sedgwick**  
Location: **11-29S-1E**  
Township: **Salem**  
Acres: **15.37**  
Date: **9/17/2024**

Crop:

\*USDA CropScape



Maps Provided By:



Soils data provided by USDA and NRCS.

Area Symbol: KS173, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Soil Drainage	Non-Irr Class *c	*n NCCPI Overall	NDVI 2023
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	14.03	91.3%	Well drained	IIc	57	61.3
6224	Canadian fine sandy loam, rarely flooded	1.34	8.7%	Well drained	IIc	51	52.6
Weighted Average					2.00	*n 56.5	

\*n: The aggregation method is "Weighted Average using all components"  
\*c: Using Capabilities Class Dominant Condition Aggregation Method



# Topography Hillshade



Source: USGS 1 meter dem



Interval(ft): 2

Min: 1,244.5

Max: 1,251.0

Range: 6.5

Average: 1,248.5

Standard Deviation: 0.82 ft



**11-29S-1E**  
**Sedgwick County**  
**Kansas**

Boundary Center: 37° 32' 50.43, -97° 17' 5.34



Maps Provided By:



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



# Topography Contours



Maps Provided By:  
 **surety**  
CUSTOMIZED ONLINE MAPPING  
© AgriData, Inc. 2023 www.AgriDataInc.com

Source: USGS 1 meter dem  
Interval(ft): 2.0  
Min: 1,244.5  
Max: 1,251.0  
Range: 6.5  
Average: 1,248.5  
Standard Deviation: 0.82 ft

0ft 231ft 463ft



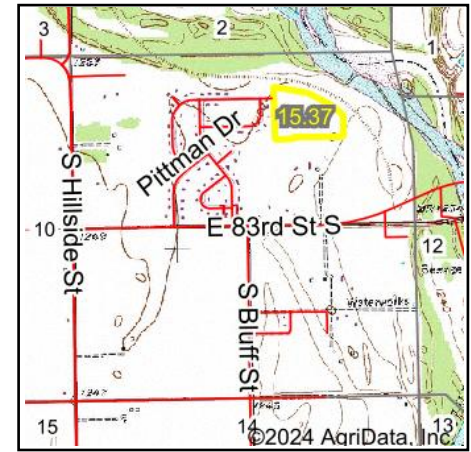
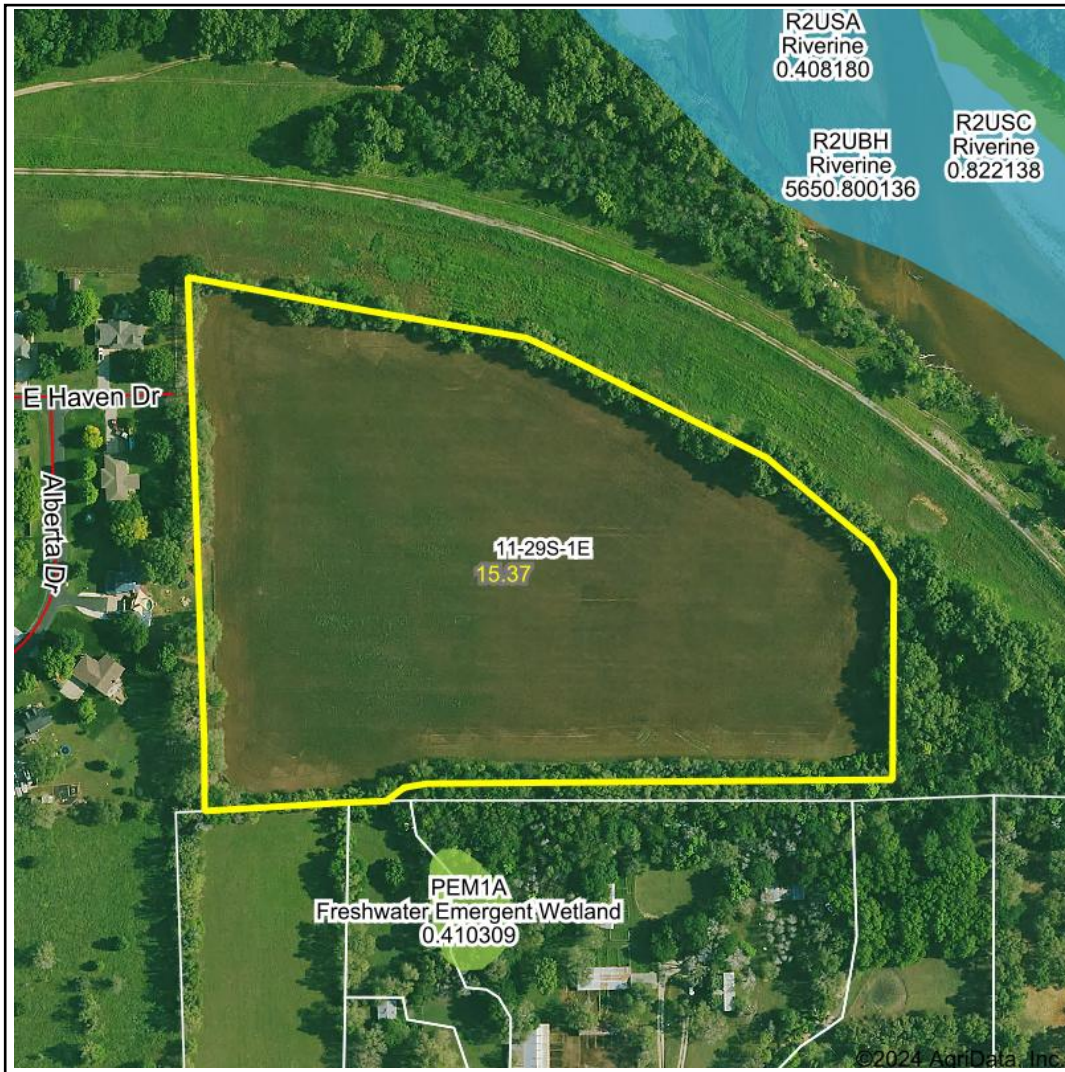
9/17/2024

**11-29S-1E**  
**Sedgwick County**  
**Kansas**

Boundary Center: 37° 32' 50.43, -97° 17' 5.34



# Wetlands Map



State: **Kansas**  
 Location: **11-29S-1E**  
 County: **Sedgwick**  
 Township: **Salem**  
 Date: **9/17/2024**



Maps Provided By:



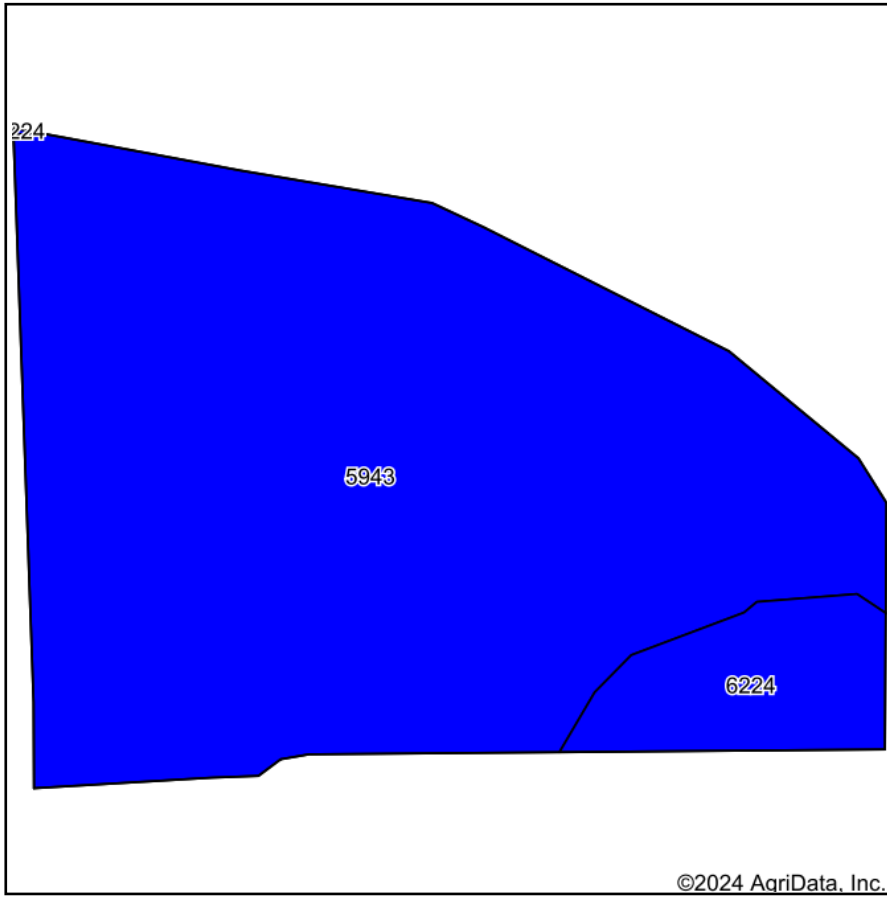
0ft 337ft 673ft

Classification Code	Type	Acres
	Total Acres	0.00

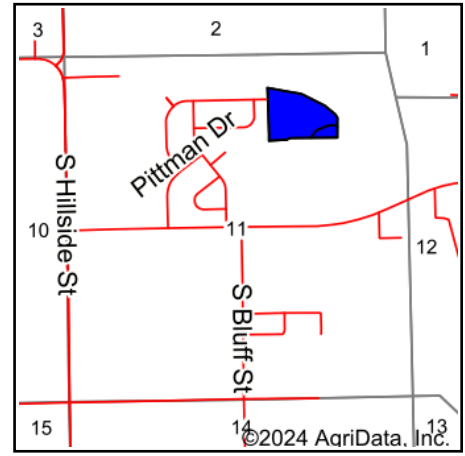
Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>



# Soils Map



Soils data provided by USDA and NRCS.



State: **Kansas**  
 County: **Sedgwick**  
 Location: **11-29S-1E**  
 Township: **Salem**  
 Acres: **15.37**  
 Date: **9/17/2024**



Maps Provided By:



Area Symbol: KS173, Soil Area Version: 19

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 Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	*n NCCPI Cotton
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	14.03	91.3%		IIc	Iw	3040	57	44	49	57	22
6224	Canadian fine sandy loam, rarely flooded	1.34	8.7%		IIc	Iw	3660	51	45	48	51	47
<b>Weighted Average</b>					<b>2.00</b>	<b>1.00</b>	<b>3094.1</b>	<b>*n 56.5</b>	<b>*n 44.1</b>	<b>*n 48.9</b>	<b>*n 56.5</b>	<b>*n 24.2</b>

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

\*c: Using Capabilities Class Dominant Condition Aggregation Method

# Property Information Report

**Owner Name:** CALHOUN STEVEN A & KIMBERLY A TR  
**PIN Number:** 00309069  
**AIN:** 087-241-11-0-12-00-001.00  
**Geocode:** SA 00108  
**Tax Unit:** 22-01

## **Owner Address**

**Owner Name:** CALHOUN STEVEN A & KIMBERLY A TR  
**Owner Address:** 520 W WHITE TAIL ST  
**Owner City:** DERBY  
**Owner State:** KS  
**Owner ZIP:** 67037-2560

## **Property Address**

**Property Address:**  
**Property City:** *null*  
**Property State:** KS  
**Property ZIP:**

## **Appraised Values**

**Appraised Land Value:** \$2,380  
**Appraised Improvement Value:** \$0  
**Appraised Total Value:** \$2,380

## **Assessed Values**

**Assessed Land Value:** \$714  
**Assessed Improvement Value:** \$0  
**Assessed Total Value:** \$714

## **Land Information**

**Total Acres:** 17.952  
**Total Square Feet:** 781,986

**Abbreviated  
Legal  
Description:**

N1/2 NE1/4 EXC FLDWY CC A-29459 & EXC W 425 FT SEC 11-29-1E

## **Improvement Information**

**Year Built:**  
**Year Last Sold:** 2005  
**Style:** N/A  
**Basement Type:** N/A  
**Arch Style Desc:** N/A  
**Neighborhood Code:** 704.5

**Living Unit:** N/A  
**Bedrooms:** N/A  
**Bathrooms:** N/A  
**Half Bath:** N/A

**Total Sq Ft:** N/A  
**Ground Floor Sq Ft:** N/A

## **Other Information**

**School District:** 260



OWNER NAME AND MAILING ADDRESS		INSPECTION HISTORY						
CALHOUN, STEVEN A & KIMBERLY A TR		Date	Time	Code	Reason	Appraiser	Contact	Code
520 W WHITE TAIL ST		12/15/2023	8:00 AM	19	RE	564		
DERBY, KS 67037-2560		11/12/2022	3:35 PM	11	RE	549		
		08/16/2019	2:34 PM	11	RE	556		

PROPERTY SITUS ADDRESS

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx:  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, grazing etc.

GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A  
Property Type: A-Agricultural Use  
Living Units:  
Zoning: RR  
Multi-Zoning: N Non-Conforming: N  
Neighborhood: 704.5 704.5  
Economic Adj. Factor:  
Map / Routing: /  
School District: 0603 USD 260  
Legacy ID: 00309069  
Investment Class:  
Tax Unit Group: 2201-2201 845 SALEM TWPU-260-WCD SA

TRACT DESCRIPTION

N1/2 NE1/4 EXC FLDWY CC A-29459 & EXC W  
425 FT SEC 11-29-1E

No Image Available

Image Date:

PROPERTY FACTORS

Topography: Level - 1, Rolling - 4

Utilities: None - 8

Access: Paved Road - 1

Fronting: Dead End - 7

Location: Unknown

Parking Type: None - 0

Parking Quantity: None - 0

Parking Proximity: Far - 0

Parking Covered:

Parking Uncovered:

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
--------	--------	------	------------	--------	--------

2024 APPRAISED VALUE				2023 APPRAISED VALUE			
Cls	Land	Building	Total	Cls	Land	Building	Total
A	2,380	0	2,380	A	2,970	0	2,970
Total	2,380	0	2,380	Total	2,970	0	2,970



Parcel ID: 087-241-11-0-12-00-001.00-



AGRICULTURAL LAND

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
DR	12.40	5943				0.00			171	171	2,120
DR	0.83	6224				0.00			102	102	80
NG	0.23	5672				0.00			150	150	30
NG	3.41	5943				0.00			30	30	100
NG	1.08	6224				0.00			50	50	50

COMMENTS

IMPROVEMENT COST SUMMARY

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

AG LAND SUMMARY

Dry Land Acres:	13.23
Irrigated Acres:	0.00
Native Grass Acres:	4.72
Tame Grass Acres:	0.00
Total Ag Acres:	17.95
Total Ag Use Value:	2,380
Total Ag Mkt Value:	139,400



# Property Taxes and Appraisals

## N1/2 NE1/4 EXC FLDWY CC A-29459 & EXC W 425 FT SEC 11-29-1E

### Property Description

<b>Legal Description</b>	N1/2 NE1/4 EXC FLDWY CC A-29459 & EXC W 425 FT SEC 11-29-1E
<b>Owner</b>	CALHOUN STEVEN A & KIMBERLY A TR
<b>Mailing Address</b>	520 W WHITE TAIL ST DERBY KS 67037-2560
<b>Geo Code</b>	SA 00108
<b>PIN</b>	00309069
<b>AIN</b>	241110120000100
<b>Tax Unit</b>	2201 845 SALEM TWPU-260-WCD SA
<b>Land Use</b>	9010 Farming/ranch land (no improvements)
<b>Market Land Square Feet</b>	
<b>2024 Total Acres</b>	17.95
<b>2024 Appraisal</b>	\$2,380
<b>2024 Assessment</b>	\$714

\*Information on the property card is as of January 1st

### Appraisal Values

Year	Class	Land	Improvements	Total	Change
2024	Agricultural	\$2,380	\$0	\$2,380	-20%
2023	Agricultural	\$2,970	\$0	\$2,970	-10%
2022	Agricultural	\$3,300	\$0	\$3,300	-3%
2021	Agricultural	\$3,400	\$0	\$3,400	-1%

Year	Class	Land	Improvements	Total	Change
2020	Agricultural	\$3,440	\$0	\$3,440	-1%
2019	Agricultural	\$3,490	\$0	\$3,490	+1%
2018	Agricultural	\$3,460	\$0	\$3,460	-20%
2017	Agricultural	\$4,300	\$0	\$4,300	+8%
2016	Agricultural	\$3,970	\$0	\$3,970	+9%
2015	Agricultural	\$3,630	\$0	\$3,630	

## Assessment Values

Year	Class	Land	Improvements	Total	Change
2024	Agricultural	\$714	\$0	\$714	-20%
2023	Agricultural	\$891	\$0	\$891	-10%
2022	Agricultural	\$990	\$0	\$990	-3%
2021	Agricultural	\$1,020	\$0	\$1,020	-1%
2020	Agricultural	\$1,032	\$0	\$1,032	-1%
2019	Agricultural	\$1,047	\$0	\$1,047	+1%
2018	Agricultural	\$1,038	\$0	\$1,038	-20%
2017	Agricultural	\$1,290	\$0	\$1,290	+8%
2016	Agricultural	\$1,191	\$0	\$1,191	+9%
2015	Agricultural	\$1,089	\$0	\$1,089	

## Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2023	123.587000	\$110.14	\$0.00	\$0.00	\$0.00	\$110.14	\$110.14	\$0.00
2022	125.953000	\$124.70	\$0.00	\$0.00	\$0.00	\$124.70	\$124.70	\$0.00
2021	126.729000	\$129.25	\$0.00	\$0.00	\$0.00	\$129.25	\$129.25	\$0.00



<b>Tax Year</b>	<b>Tax Rate</b>	<b>General Tax</b>	<b>Specials Tax</b>	<b>Interest</b>	<b>Fees</b>	<b>Total</b>	<b>Paid</b>	<b>Balance</b>
2020	126.147000	\$130.17	\$0.00	\$0.00	\$0.00	\$130.17	\$130.17	\$0.00
2019	125.801138	\$131.70	\$0.00	\$0.00	\$0.00	\$131.70	\$131.70	\$0.00
2018	126.101000	\$130.89	\$0.00	\$0.00	\$0.00	\$130.89	\$130.89	\$0.00
2017	121.354000	\$156.56	\$0.00	\$0.00	\$0.00	\$156.56	\$156.56	\$0.00
2016	120.081000	\$143.02	\$0.00	\$0.00	\$0.00	\$143.02	\$143.02	\$0.00
2015	122.837000	\$133.77	\$0.00	\$0.00	\$0.00	\$133.77	\$133.77	\$0.00
2014	115.061803	\$113.21	\$0.00	\$0.00	\$0.00	\$113.21	\$113.21	\$0.00

## Tax Authorities

<b>Tax Authority</b>	<b>Tax Rate</b>
0101 STATE	1.500000
0201 COUNTY	28.988000
0454 SALEM TOWNSHIP	8.539000
0603 USD 260	13.945000
0603 USD 260 SC	7.360000
0603 USD 260 SG	20.000000
0706 USD 260 BOND	16.461000
0803 USD 260 REC COMM	7.530000
0908 WACO CEMETERY	0.220000
1108 COUNTY FIRE DIST NO BONDS	17.883000
1401 SOUTH CENTRAL KANSAS LIBRARY SYS	1.161000
Total: 123.587000	

## Commitment Cover Page

Order Number: **3067672**

Delivery Date: **07/26/2024**

Property Address: **No Situs Address, Derby, KS 67037**

---

**For Closing Assistance**

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

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

---

**For Title Assistance**

Josh Troyer  
727 N Waco Ave, Ste 300  
Wichita, KS 67203  
Office: (316) 293-1665  
[jtroyer@security1st.com](mailto:jtroyer@security1st.com)

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**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](mailto:khowell@weigand.com)  
Delivered via: Electronic Mail

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**Ordering Customer**

J.P. Weigand & Sons, Inc. - Market St.  
Attention: Brenda Navarro  
150 N. Market  
Wichita, KS 67202  
(316) 304-4240 (Cell)  
(316) 262-6400 (Work)  
(316) 262-0647 (Work Fax)  
[bnavarro@weigand.com](mailto:bnavarro@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 Fee Invoice

Date: **07/26/2024** Buyer(s): **A legal entity to be determined**  
Order No.: **3067672** Seller(s): **The Steven A. Calhoun and Kimberly A. Calhoun Trust, under agreement dated January 18, 2022, Steven A. Calhoun and Kimberly A. Calhoun, Trustees**  
Issuing Office: **Security 1st Title  
727 N Waco Ave, Ste 300  
Wichita, KS 67203** Property Address: **No Situs Address, Derby, KS 67037**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$528.00
	<b>Total \$528.00</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
<b>Thank you for your order!</b>	

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

### Vesting Documents:

[Sedgwick county recorded 12/09/2005 under reception no. 28740043](#)

[Sedgwick county recorded 03/01/2022 under reception no. 30143078](#)

### Tax Information:

[00309069](#)



**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  
**Josh Troyer**  
727 N Waco Ave, Ste 300  
Wichita, KS 67203  
(316) 293-1665 (Work)  
(316) 267-8115 (Work Fax)  
[jtroyer@security1st.com](mailto:jtroyer@security1st.com)



**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title</b>	Buyer:	<b>A legal entity to be determined</b>
Issuing Office:	<b>727 N Waco Ave, Ste 300 Wichita, KS 67203</b>	Title Contact:	<b>Josh Troyer</b> <b>727 N Waco Ave, Ste 300</b> <b>Wichita, KS 67203</b> <b>(316) 293-1665 (Work)</b> <b>(316) 267-8115 (Work Fax)</b> <a href="mailto:jtroyer@security1st.com">jtroyer@security1st.com</a>
ALTA Universal ID:	<b>1010831</b>		
Loan ID Number:			
Commitment No.:	<b>C-JT3067672-DB</b>		
Property Address:	<b>No Situs Address Derby, KS 67037</b>		

**SCHEDULE A****1. Commitment Date:**

03/20/2024 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:**

The Steven A. Calhoun and Kimberly A. Calhoun Trust, under agreement dated January 18, 2022, Steven A. Calhoun and Kimberly A. Calhoun, Trustees

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

A tract in the Northeast Quarter of Section 11, Township 29 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as the North Half of said Northeast Quarter, EXCEPT the west 425 feet thereof, AND EXCEPT that part condemned for floodway in Condemnation Case No. A-29459.

**Security 1st Title, LLC**

By:



## 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. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in Sedgwick County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

**Owner's Policy:** 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of Sedgwick County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

**Loan Policy:** 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of Sedgwick County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

7. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the Steven A. Calhoun and Kimberly A. Calhoun Trust, under agreement dated January 18, 2022.**

**In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.**

8. **File a Trustee's Deed from Steven A. Calhoun and Kimberly A. Calhoun, Trustees of the Steven A. Calhoun and Kimberly A. Calhoun Trust, under agreement dated January 18, 2022, to a buyer to be determined.**

**NOTE:** Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

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

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

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

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

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

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

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

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

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## SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the fiscal year 2023 in the original amount of \$110.14.**

**First Installment: \$55.07, PAID**

**Second Installment: \$55.07, DUE, but not delinquent until after May 10, 2024**

**Property I.D. # SA-00108**

**PIN # 00309069**

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



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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this Commitment.

**5. LIMITATIONS OF LIABILITY**

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

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

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

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## Privacy Notice

**Last Updated and Effective Date:** December 1, 2023

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

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

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

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

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

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

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

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

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

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

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

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

#### **For California Residents**

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

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

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## PRIVACY POLICY

### WHAT DOES SECURITY 1<sup>ST</sup> 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 1<sup>ST</sup> Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

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

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

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

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

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

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