



SITE SIZE

LOT 1: 7.90± Acres

LOT 2: 7.93± Acres

LOT 3: 7.91± Acres

LOT 4: 7.85± Acres

ZONING (LOTS 1 - 4)

I-2 Light Industrial

SITE SIZE (LOT 5)

37.34±

ZONING (LOT 5)

Un-zoned Agriculture

PROPERTY HIGHLIGHTS

- Located just one mile east of the I-70 and I-135 junction, a major Midwest corridor, these tracts sit near a highly trafficked interchange with excellent visibility and access.
- Currently planted to wheat.
- Current tenant on a 60/40 crop share agreement.
- Possession subject to tenant rights.
- 92.7% Class IIIw Soils.
- 6.6% Class IIIw Soils.

QUICK TERMS

- Reserve auction - subject to sale prior to auction completion
- Lots 1-4 selling as "one money"
- Lot 5 to be sold by the acre
- 10% Buyers premium
- 3% Broker participation
- 10%- 15% Earnest money deposit 24 hours post sale (based on selected close)
- Closing on or before 30 or 45 days post auction (buyer preference)

TABLE OF CONTENTS

FUTURE USE MAP.....	1
UTILITIES MAP.....	2
FLOODPLAIN MAP.....	3
PROPERTY DETAILS & TAXES.....	4-24
ANNEXATION AGREEMENT.....	25-37
CITY OF SALINA SPECIAL ASSESSMENT INFORMATION	38-40
2025 SPECIAL ASSESSMENTS UPDATE LETTER	41-43
CROP HISTORY.....	44
FEMA.....	45
TOPOGRAPHY, SOILS, HILLSHADE.....	46-50
TITLE COMMITMENTS.....	51-115
PLAT MAP.....	116

AUCTION PROCEDURES: Auction is subject to seller's confirmation. Online bidding is by approval only. Bidding will remain open until three (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 final bid 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 final bid price in the buyer's or seller's favor.

BUYERS PREMIUMS: A buyer's premium of ten percent (10%) of the final bid will be added to the final bid price to determine the total purchase price.

AUCTION TERMS: The successful bidder shall be required to make a deposit in an amount equal to ten percent (10%) of the total purchase price as earnest money in the form of Certified or Personal Check with proper identification within twenty-four (24) hours of close of auction. Closing will take place on or before thirty (30) days following the day of auction. Possession is subject to tenant rights.

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 only 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.

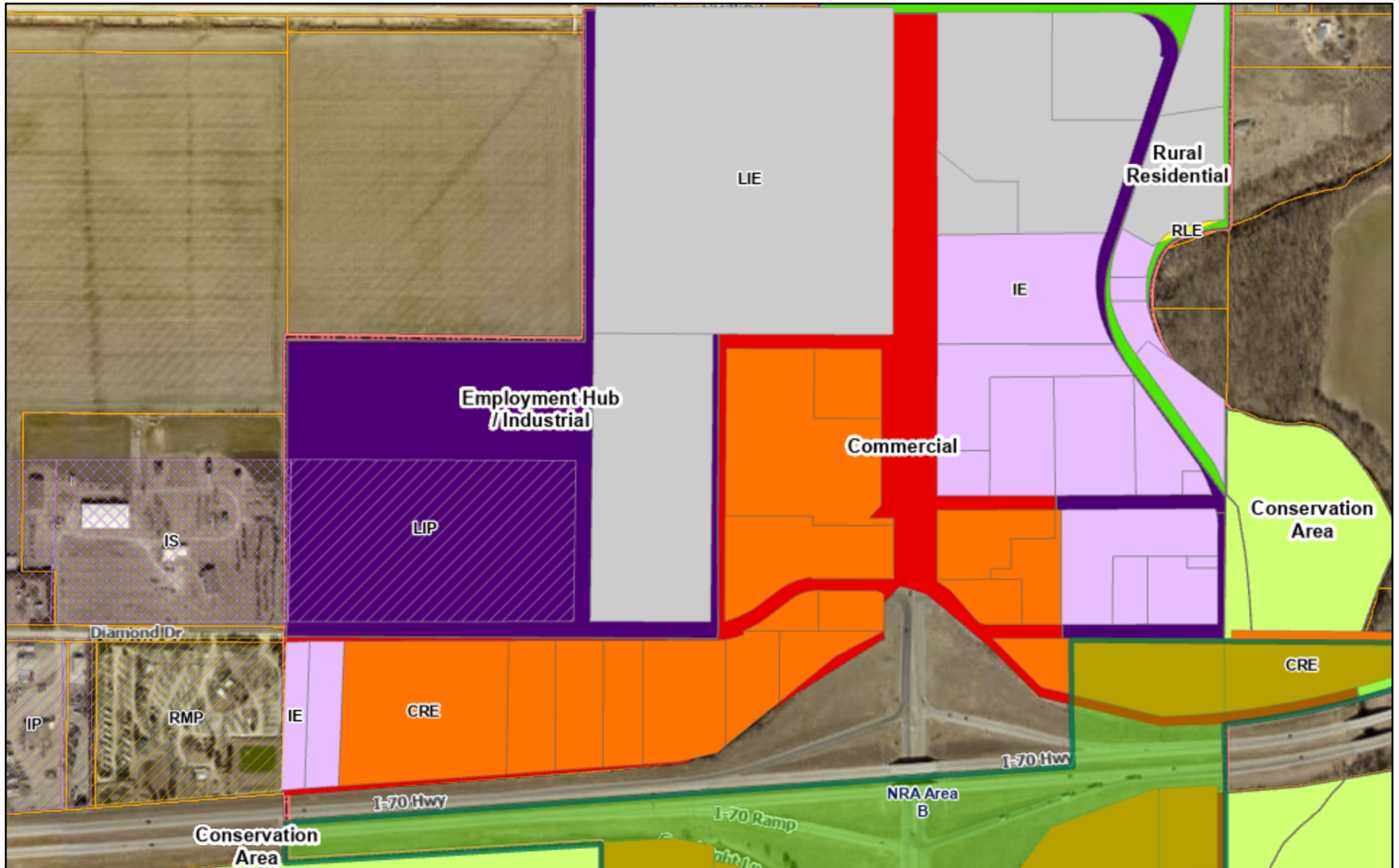
BROKER PARTICIPATION: At the completion of a successful closing, a fee of three percent (3%) of the final bid price will be paid by J.P. Weigand & Sons, Inc. to the broker properly registering and representing the successful bidder. Please visit WeigandAuctions.com/terms for a detailed explanation of Terms and Conditions.



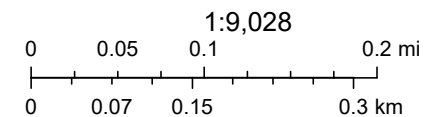
Kevin Howell | Auctioneer
620-229-3590 | khowell@weigand.com



Future Use Map

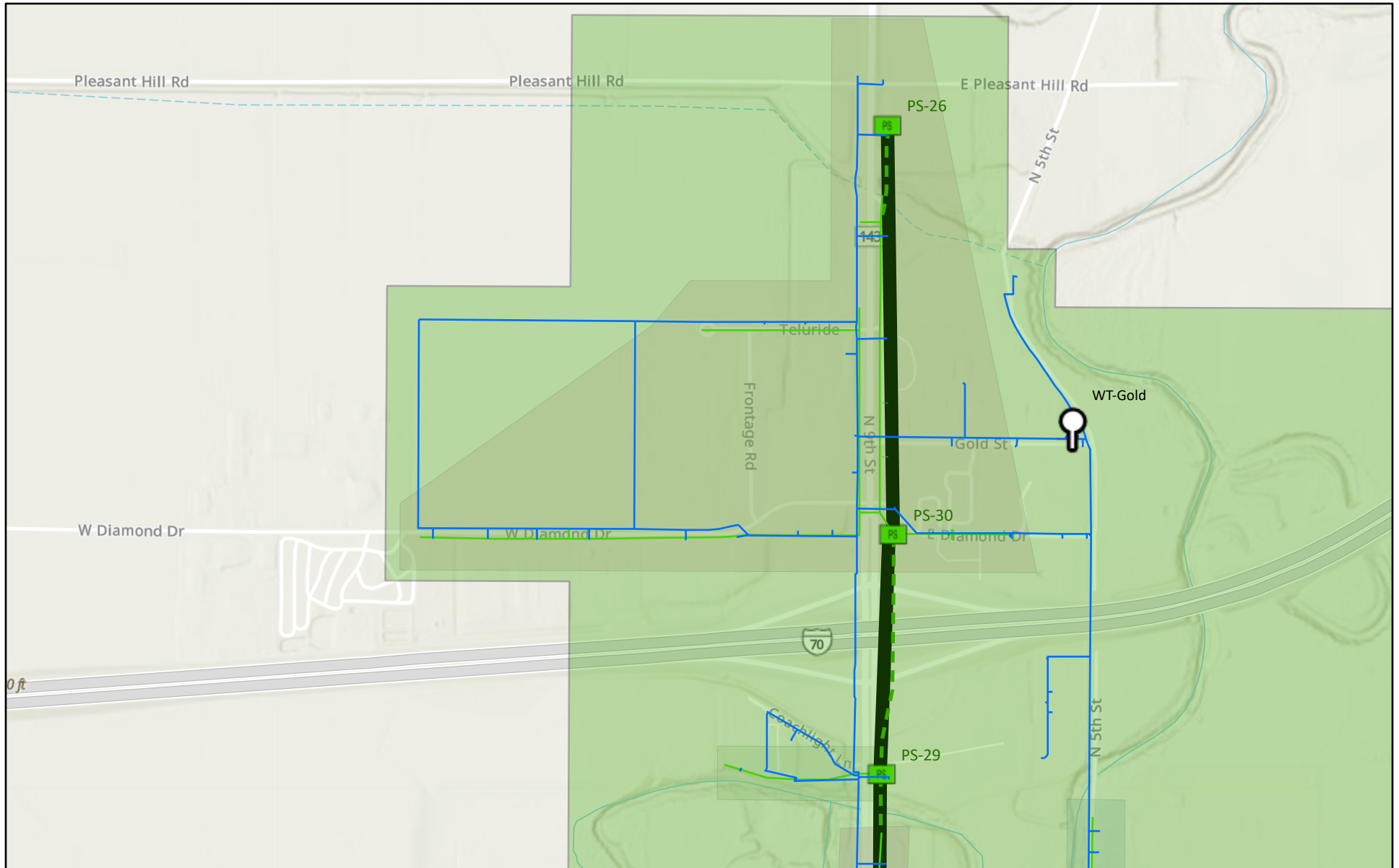


6/12/2025, 9:45:49 AM



City of Salina, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

Utilities Map



6/12/2025



Water Towers

Water Main

Water Pressure Zones

Base



SS Pump Stations

SS Gravity

City

Private

SS Force

SS Drainage Basin Arrows

SS Drainage Basins Merged NEW

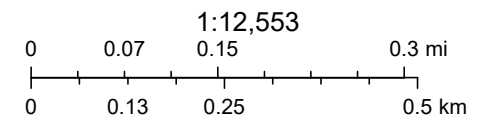
P.S. 28 - D.B.

P.S. 29 - D.B.

P.S. 30 - D.B.

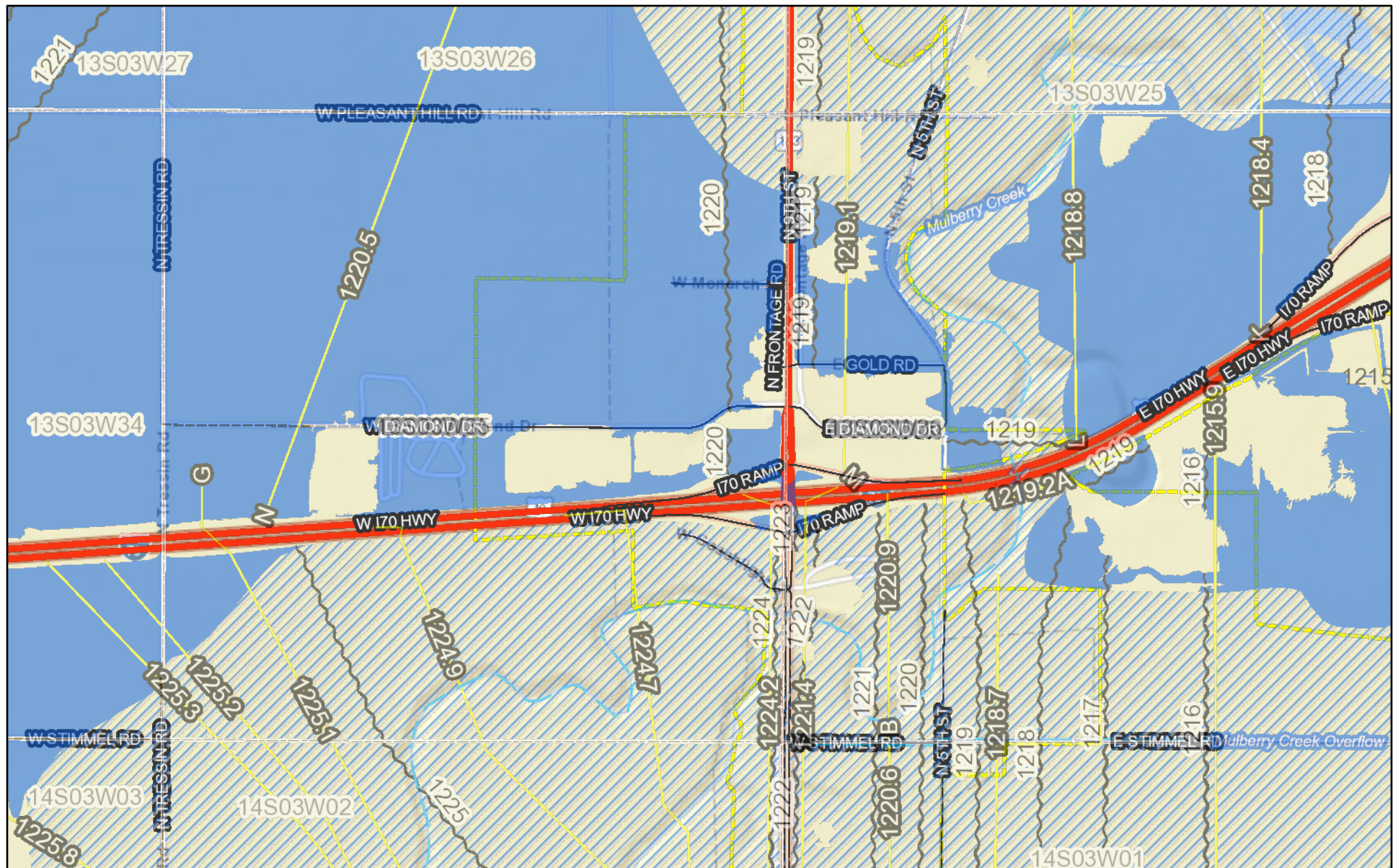
P.S. 8 - D.B.

World_Hillshade



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User

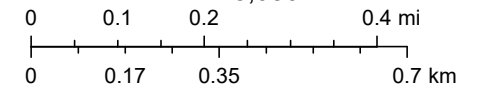
Floodplain Map



June 12, 2025

- | | | | | |
|---------------------------|-----------------------------------|--------------------|--------------------------|-------|
| Special Flood Hazard Area | LOMR Areas | Stream Centerlines | Authoritative Boundaries | PAVED |
| AO | Unlettered, Mapped Cross Sections | PLSS | Municipal Boundaries | SOIL |
| AH | Lettered Cross Sections | DFIRM Status | Road Centerline | |
| AE, FLOODWAY | Base Flood Elevations | Effective DFIRM | OTHER | |
| AE | Streams | Not Modernized | GRAVEL | |
| A | Profile Baseline | PSAP | HIGHWAY | |

1:18,056



Esri, HERE, Garmin, INCREMENT P, NGA, USGS, All Kansas PSAPs,
NG911 Coordinating Council, DASC

Base Flood Approximate Elevations developed by Kansas Department of
Copyright 2014

Property Details for PID: 0850373501002002000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850373501002002000
--	---

Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0850373501002002000
------------------------	---

QuickRef ID :	R312246
---------------	---------

Owner Name :	JOHNSON GARY TRUCKING LLC
--------------	---------------------------

Location:	00000 W DIAMOND DR, Salina, KS 67401
-----------	--------------------------------------

Abbreviated Boundary Description:	JOHNSON TRUCKING ADDITION, S35, T13, R3, BLOCK 1, Lot 2, ACRES 7.9
-----------------------------------	--

Owner Information:

Owner	JOHNSON GARY TRUCKING LLC
-------	---------------------------

Mailing Address	2100 E SCHILLING RD SALINA, KS 67401-9171
-----------------	---

Property Information:

Type	Commercial & Industrial
------	-------------------------

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

Taxing Unit	001
-------------	-----

Neighborhood Code	518
-------------------	-----

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

Value Details

Current Final Value (Agricultural)	Year	2024
	Land	\$1,930.00
	Building	\$0.00
	Total	\$1,930.00

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	7.90	3633		
Total Acres :	7.90			

No Ag Building Details found

Tax Print

Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
JOHNSON GARY TRUCKING LLC	0 W DIAMOND DR	037-35-0-10-02-002-00-0	JOHNSON TRUCKING ADDITION, S35, T13, R3, BLOCK 1, Lot 2, ACRES 7.9

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
32347	35-13-3	JOHNSON TRUCKING ADDITION	1	2	

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage e
2024	1	305	\$579	\$139.17	\$5518.19	\$2759.1	0	0329/0255



Property Details for PID: 0850373501002003000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850373501002003000
--	---

Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0850373501002003000
------------------------	---

QuickRef ID :	R312247
---------------	---------

Owner Name :	JOHNSON GARY TRUCKING LLC
--------------	---------------------------

Location:	00000 W DIAMOND DR, Salina, KS 67401
-----------	--------------------------------------

Abbreviated Boundary Description:	JOHNSON TRUCKING ADDITION, S35, T13, R3, BLOCK 1, Lot 3, ACRES 7.91
-----------------------------------	---

Owner Information:

Owner	JOHNSON GARY TRUCKING LLC
-------	---------------------------

Mailing Address	2100 E SCHILLING RD SALINA, KS 67401-9171
-----------------	---

Property Information:

Type	Commercial & Industrial
------	-------------------------

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

Taxing Unit	001
-------------	-----

Neighborhood Code	518
-------------------	-----

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

Value Details

Current Final Value (Agricultural)	Year	2024
	Land	\$1,930.00
	Building	\$0.00
	Total	\$1,930.00

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	7.91	3633		
----------	------	------	--	--

Total Acres :	7.91			
----------------------	------	--	--	--

No Ag Building Details found

Tax Print

Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
JOHNSON GARY TRUCKING LLC	0 W DIAMOND DR	037-35-0-10-02-003-00-0	JOHNSON TRUCKING ADDITION, S35, T13, R3, BLOCK 1, Lot 3, ACRES 7.91

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
32348	35-13-3	JOHNSON TRUCKING ADDITION	1	3	

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage e
2024	1	305	\$579	\$139.17	\$5531.9 6	\$2765.9 8	0	0329/02 55



Property Details for PID: 0850373501002004000

Shareable link to Property Information :	https://www.kansasgis.org/orca/permalinkprop.cfm?parcelid=0850373501002004000
--	---

Shareable link to Map:	https://www.kansasgis.org/orca/permalink.cfm?parcelId=0850373501002004000
------------------------	---

QuickRef ID :	R312248
---------------	---------

Owner Name :	JOHNSON GARY TRUCKING LLC
--------------	---------------------------

Location:	00000 W DIAMOND DR, Salina, KS 67401
-----------	--------------------------------------

Abbreviated Boundary Description:	JOHNSON TRUCKING ADDITION, S35, T13, R3, BLOCK 1, Lot 4, ACRES 7.93
-----------------------------------	---

Owner Information:

Owner	JOHNSON GARY TRUCKING LLC
-------	---------------------------

Mailing Address	2100 E SCHILLING RD SALINA, KS 67401-9171
-----------------	---

Property Information:

Type	Commercial & Industrial
------	-------------------------

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

Taxing Unit	001
-------------	-----

Neighborhood Code	518
-------------------	-----

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

Value Details

	Year	2024
Current Final Value (Agricultural)	Land	\$1,930.00
	Building	\$0.00
	Total	\$1,930.00

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	7.93	3633		
Total Acres :	7.93			

No Ag Building Details found

Tax Print

Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
JOHNSON GARY TRUCKING LLC	0 W DIAMOND DR	037-35-0-10-02-004-00-0	JOHNSON TRUCKING ADDITION, S35, T13, R3, BLOCK 1, Lot 4, ACRES 7.93

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
32349	35-13-3	JOHNSON TRUCKING ADDITION	1	4	

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage e
2024	1	305	\$579	\$139.17	\$5538.86	\$2769.43	0	0329/0255



Property Details for PID: 0850373501002005000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850373501002005000
--	---

Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0850373501002005000
------------------------	---

QuickRef ID :	R312249
---------------	---------

Owner Name :	JOHNSON GARY TRUCKING LLC
--------------	---------------------------

Location:	00000 W DIAMOND DR, Salina, KS 67401
-----------	--------------------------------------

Abbreviated Boundary Description:	JOHNSON TRUCKING ADDITION, S35, T13, R3, BLOCK 1, Lot 5, ACRES 7.85
-----------------------------------	---

Owner Information:

Owner	JOHNSON GARY TRUCKING LLC
-------	---------------------------

Mailing Address	2100 E SCHILLING RD SALINA, KS 67401-9171
-----------------	---

Property Information:

Type	Commercial & Industrial
------	-------------------------

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

Taxing Unit	001
-------------	-----

Neighborhood Code	518
-------------------	-----

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

Value Details

Current Final Value (Agricultural)	Year	2024
	Land	\$1,900.00
	Building	\$0.00
	Total	\$1,900.00

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	0.15	2366		
Dry Land	7.70	3633		
Total Acres :	7.85			

No Ag Building Details found

Tax Print

Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
JOHNSON GARY TRUCKING LLC	0 W DIAMOND DR	037-35-0-10-02-005-00-0	JOHNSON TRUCKING ADDITION, S35, T13, R3, BLOCK 1, Lot 5, ACRES 7.85

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
32350	35-13-3	JOHNSON TRUCKING ADDITION	1	5	

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage e
2024	1	305	\$570	\$139.17	\$5489.4 2	\$2744.7 1	0	0329/02 55



Property Details for PID: 0850373501001002000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850373501001002000
Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelid=0850373501001002000
QuickRef ID :	R1151
Owner Name :	JOHNSON GARY TRUCKING LLC
Location:	00000 W PLEASANT HILL RD, Salina, KS 67401
Abbreviated Boundary Description:	UNPLATTED, S35, T13, R3, ACRES 37.34, W 76 AC NE/4 LESS TR BEG SW/C NE/4 TH N 1246.67 E 1268.07 S 1246.41 W 1268.23 TO POB LESS DRAINAGE & RW

Owner Information:

Owner	JOHNSON GARY TRUCKING LLC
Mailing Address	2100 E SCHILLING RD SALINA, KS 67401-9171

Property Information:

Type	Commercial & Industrial
Status	Active
Taxing Unit	105
Neighborhood Code	518

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

Deed Book Page Details

Book	Page
1405	1106

Additional Deed Book Page Details

Deed Book/Page 0329/0255

Value Details

	Year	2024
Current Final Value (Agricultural)	Land	\$8,360.00
	Building	\$0.00
	Total	\$8,360.00

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	4.71	3617		
Dry Land	32.63	3633		
Total Acres :	37.34			

No Ag Building Details found

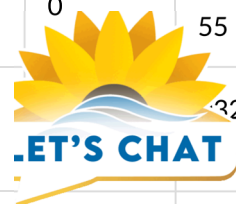
Tax Print

Saline County Tax Search

Property Owner	Property Address	Parcel Number	Legal Description
JOHNSON GARY TRUCKING LLC	0 W PLEASANT HILL RD	037-35-0-10-01-002-00-0	UNPLATTED, S35, T13, R3, ACRES 37.34, W 76 AC NE/4 LESS TR BEG SW/C NE/4 TH N 12 46.67 E 1268.07 S 1246.41 W 1268.23 TO P OB LESS DRAINAGE & RW

Tax ID	Sec-Twp-Rng	Sub	Blk	Lot	Parcel Classes
00962	35-13-3	UNPLATTED			

Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2024	105	305	\$2508	\$105.19	\$263.82	\$263.82	0	0329/0255
2023	105	305	\$2898	\$103.45	\$299.8	\$299.8	0	0329/0255
2022	105	305	\$3132	\$101.65	\$318.36	\$318.36	0	0329/0255
2021	105	305	\$3177	\$104.26	\$331.22	\$331.22	0	0329/0255
	105	305	\$3198	\$106.23	\$339.74	\$339.74	0	0329/0255



Year	Tax Unit	USD	Asd Value	MillLevy	Taxed	Paid	dlq	BookPage
2019	105	305	\$3204	\$106.26	\$340.46	\$340.46	0	0329/0255



AN AGREEMENT REGARDING
THE ANNEXATION OF THE COM CO TRACT
LOCATED ON THE NORTH SIDE OF DIAMOND DRIVE
WEST OF NORTH NINTH STREET

This Annexation Agreement ("Agreement") is made and entered into this 26th day February, 2007 by and between the **City of Salina, Kansas**, a municipal corporation, hereinafter referred to as "City" and **Com Co of Kansas, Inc., a Kansas Corporation**, hereinafter referred to as "Owner".

STATE OF KANSAS }
COUNTY OF SALINE } SS. C. N. ✓
FILED FOR RECORD
IN MY OFFICE AT
3:22 P.M. MAR 06 2007 AND DULY
RECORDED
VOL. 1146 OF — AT PAGE 1160-1171
Rebecca Seaman REG. OF DEEDS

RECITALS

I.

Owner is the owner of a 36.29 acre tract of land located in the West 76 acres of the West Half of the Northeast Quarter of Section Thirty-Five (35), Township Thirteen (13) South, Range Three (3) West of the Sixth Principal Meridian in Saline County, Kansas, hereinafter referred to as the "Com Co Tract" and more specifically described on the attached Exhibit "A" and depicted on the attached Exhibit "B".

II.

The Com Co Tract is currently shown as a Secondary and Rural Service Area for the extension of city utilities and services and as future site for light industrial / business park uses in the City of Salina's Future Land Use Plan.

III.

The Com Co Tract is not currently served by public water and sanitary sewer lines except for a 8 inch water line along the eastern boundary of the tract.

IV.

A fully looped water distribution system extending from the northeast corner of the Com Co Tract, west along the northern boundary to the western boundary of the tract, then south to Diamond Drive and then east along the southern boundary of the tract to the existing 8 inch line at the southeast corner of the tract must be installed, an 8 inch sanitary sewer main must be extended and Diamond Drive needs to be constructed to city public street standards in order for any commercial or

industrial development to occur on the Com Co Tract.

V.

Owner has made a request to be annexed into the corporate limits of the City of Salina, Kansas, and the City is agreeable to such annexation provided there is an agreement acknowledging that Owner and its successors, heirs and assigns will be obligated to pay their proportionate share of water main, sanitary sewer, public street and drainage improvements serving the Com Co Tract at the time of actual platting and development and to dedicate needed land for public street, utility and drainage improvements to allow the public improvements cited in this agreement to be constructed.

VI.

This agreement is being entered into pursuant to the authority granted by K.S.A. 12 - 535.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties do agree as follows:

1. Amendment of Comprehensive Plan. The City concurrently with approval of this agreement agrees to amend the Comprehensive Plan of the City of Salina as follows:

That the Salina Service Area Map (Figure 18, P, 172) of the Comprehensive Plan of the City of Salina be amended to show the Com Co Tract changed from Rural Service and a Secondary Service Area to a Primary Service Area for the extension of City utilities and services and eligibility for special assessment financing.

2. Annexation by City. The City concurrently with approval of this agreement agrees to annex the Com Co Tract into the corporate limits of the city.

3. Improvements to the City's Water Distribution System. Owner understands and acknowledges that the Com Co Tract is presently only partially serviceable by the City's public water system. Owner further understands and acknowledges that without the public water system east of the Com Co Tract being looped around the Owner's property, the City can not provide fire protection or issue building permits for new development on the Com Co Tract.

A majority of property owners along Diamond Drive have filed a petition to initiate construction of an 8 inch water line loop around the Com Co Tract to serve properties on both sides of Diamond Drive. Owner agrees to pay its proportionate share of the construction cost of the above described looped water system through participation in a special assessment benefit district based on the cost of installing the looped water system as identified in the draft West Diamond Drive Benefit District petition and the preliminary engineering estimate and feasibility report dated February 7, 2007. If a special assessment benefit district for the above described looped water system is established under K.S.A 12-6a01 et seq. the assessment levied on the Com Co Tract shall be deferred for a period not to exceed 15 years or until such time as the property is platted, whichever occurs first, as provided for in K.S.A 12-6,111. City acknowledges that if any portion of the Com Co Tract is platted, the assessment attributal to the remaining unplatted portion shall be deferred until that remaining portion is platted.

City agrees to neither special assess nor charge a fee to any property within the Com Co Tract for any costs associated with the water line upgrade from a 6 inch to an 8 inch line west of North 9th Street.

Owner agrees to dedicate twenty (20) foot easements for water lines only along the north and west boundaries of the Com Co Tract. City acknowledges that the proposed water line along the south boundary of the Com Co Tract will be located within the forty (40) foot right-of-way being dedicated for Diamond Drive.

Owner understands and acknowledges that Owner will be responsible for the design and construction of internal public water lines to serve individual building lots within the Com Co Tract. These internal water line extensions shall be financed privately by Owner or may be financed over a 15 year period through the creation of a special assessment benefit district under K.S.A 12-6a01 et. seq.

4. Damage to Crops. In an effort to minimize any damage to crops, the City, and any independent contractors engaged by the City, agree to make their best effort to schedule installation of the water line crossing the Com Co Tract after the harvest of crops on the property. In the alternative, if installation during growing or planting season can not be avoided, City agrees to compensate Owner and tenant for lost crops based on the historical yield on the property.

5. Sanitary Sewer Extension. Owner understands and acknowledges that the Com Co Tract is not presently serviceable by the City's public sanitary sewer system. Owner understands and acknowledges that a public sanitary sewer system is needed to make Owner's property developable. Owner understands and acknowledges that the Com Co Tract will be made sewerable by the construction of an 8 inch sanitary sewer line that will be installed starting at the west end of the existing Diamond Drive sewer and extend west to the west boundary of the Com Co Tract.

Owner agrees to pay its proportionate share of the cost of extending an 8 inch sanitary sewer line to the western boundary of the Com Co Tract. Owner agrees to pay its proportionate share of the construction cost of the above described sanitary sewer extension through participation in a special assessment benefit district based on the cost of installing an 8 inch sewer line as identified in the draft West Diamond Drive Benefit District petition and the preliminary engineering estimate and feasibility report dated February 7, 2007. If a special assessment benefit district for the above described sanitary sewer line is established under K.S.A. 12-6a01 et seq. the assessment levied on the Com Co Tract shall be deferred for a period not to exceed 15 years or until such time as the property is platted, whichever occurs first, as provided for in K.S.A. 12-6, 111. City acknowledges that if any portion of the Com Co Tract is platted, the assessment attributable to the remaining unplatted portion shall be deferred until that remaining portion is platted.

City acknowledges that the proposed sanitary sewer line will be located within the forty (40) feet of right-of-way being dedicated for Diamond Drive.

Owner understands and acknowledges that Owner will be responsible for the design and construction of internal sanitary sewer lines to serve individual building lots within the Com Co Tract. These internal sanitary sewer line extension shall be financed privately by Owner or may be financed over a 15 year period through the creation of a special assessment benefit district under K.S.A. 12-6a01 et. seq.

6. Street Improvements. Owner understands and acknowledges that Diamond Drive does not meet City standards in its present condition. Owner agrees to dedicate the necessary right-of-way for the north half of Diamond Drive as identified in the draft West Diamond Drive Benefit District petition and the preliminary engineering estimate and feasibility report dated February 7, 2007 through a deed of dedication. Owner agrees to participate in a special assessment benefit district for improvements to Diamond Drive and to pay its proportionate share of the construction cost as identified in the draft West Diamond Drive Benefit District petition and the preliminary engineering estimate and feasibility report dated February 7, 2007. If a special assessment benefit district for Diamond Drive is established under K.S.A. 12-6a01 et seq. the assessment levied on the Com Co Tract shall be deferred for a period of up to 15 years or until such property is platted, whichever occurs first, as provided for in K.S.A. 12-6, 111. City acknowledges that if any portion of the Com Co Tract is platted, the assessment attributal to the remaining unplatted portion shall be deferred until that remaining portion is platted.

Owner understands and acknowledges that Owner will be responsible for the design and construction of internal public streets serving individual building lots within the Com Co Tract . The cost of constructing internal streets shall be financed privately by the Owner or may be publicly financed over a 15 year period through the creation of a special assessment benefit district.

7. Access to the Com Co Tract. City agrees as part of the design and construction of Diamond Drive to provide a field access as shown on the engineering plans prepared by McPherson Engineering & Land Surveying Services on the north side of Diamond Drive for an agricultural field

entrance to the Com Co Tract. Owner understands that future access points to the Com Co Tract will be determined at the time the property is platted.

8. Drainage. Owner acknowledges that drainage improvements proposed in the West Diamond Drive Benefit District do not provide a drainage solution for the future development of the Com Co Tract. City agrees not to special assess the Com Co Tract for any drainage improvements associated with the West Diamond Drive project.

Owner understands and acknowledges that Owner will be responsible for the design and construction of drainage improvements required as part of the future development of the Com Co Tract and that the required drainage improvements will be determined through a drainage study submitted and reviewed at the time the property is platted.

9. Cost Defined. The words and phrases "cost" or "entire cost" shall be defined in the same manner as defined in K.S.A. 12-6a01(d), which specifies how final costs are determined for public improvements financed through a special assessment benefit district

10. Term. This Agreement shall commence on the date first stated above and shall remain in effect until the Com Co Tract has been fully developed in accordance with its terms; provided, however, the parties acknowledge that K.S.A. 12-535 limits to a term of ten years those provisions of this Agreement that guarantee the apportionment of the costs of improvements made in the area to be annexed between the city at large and the area to be annexed. For that reason, the parties agree that in the event that improvements described in the West Diamond Drive petition have not been constructed within nine years from the commencement of this Agreement the parties shall (a) cooperatively initiate a review of any remaining matters which require apportionment of the costs of improvements to be made in the area to be annexed and (b) enter into such further agreements as may be necessary to fairly address such apportionment of the costs of the improvements.

11. Binding Effect. The benefits and burdens of this agreement are intended to attach to and run with the land and shall be binding on and inure to the benefits of the parties and their respective

heirs, successors and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

12. Amendments. This Agreement may only be amended or modified in writing signed by the parties to this agreement.

13. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

14. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Kansas. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

15. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

16. Construction. Whenever used herein, including acknowledgements, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

17. Relationship of Parties. Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Owner, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.

18. Assignment. In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not

terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement.

19. Default. Owner and City agree that the annexation and Comprehensive Plan amendment requested by the Owner promote the public health, safety, and welfare so long as Owner fulfills all of the conditions and responsibilities as set forth in this Agreement. In the event either party defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, the party may take such remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach. In the event the City defaults in fulfilling any of its covenants and responsibilities, the City will grant its consent to de-annexation of the property.

20. Indemnification. Owner shall be indemnified and held harmless by City, until such time as the construction of the public water lines is complete, from any liability for damages to any person or any property in or upon the Com Co Tract, including personal property of the City and City's employees, agents, servants, customers or guests, or any independent contractors engaged by City, with respect to any sums Owner is required to pay, including costs and attorney's fees, arising out of any claim made against Owner as a result of the use of or activities on the Com Co Tract by the City, or any of its employees, agents, servants, customers or guests, or any independent contractors engaged by City.

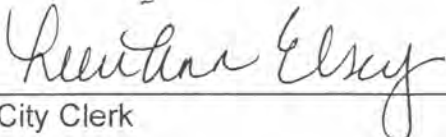
21. Not a Taking - Waiver. Owner acknowledges and agrees that the requirements of the owner under this agreement are (1) related and of proportionate benefit to owner's property and (2) do not constitute a taking of private property without just compensation. Owner waives for itself, and its successors and assigns, any claim to the contrary.

Recordation. This Agreement shall be filed in the Office of the Register of Deeds in Saline, County, Kansas at City's cost and expense.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

THE CITY OF SALINA, KANSAS
A Municipal Corporation

ATTEST:



City Clerk

by 

Donnie D. Marrs, Mayor

COM CO OF KANSAS, INC.

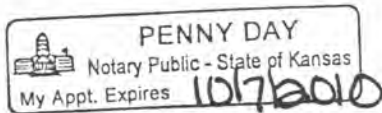


Elizabeth L. Marietta, President

STATE OF KANSAS, SALINE COUNTY, ss:

BE IT REMEMBERED, that on this 26th day of February, 2007, before me, the undersigned, a notary public in and for the county and state aforesaid, came Donnie D. Marrs, Mayor of the City of Salina, Kansas, and Lieu Ann Elsey, City Clerk, who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of the City of Salina, Kansas, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal the day and year last above written.



Penny Day
Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF SALINE)

The foregoing instrument was acknowledged before me this 28th day of Feb., 2007, by Elizabeth L. Marietta, President of COM CO OF KANSAS, INC.



Karen J. Wodke
Notary Public

EXHIBIT A

COM CO OF KANSAS INC

Description including proposed 40' right-of-way along Diamond Drive

A tract of land located in the West 76 acres of the Northeast Quarter of Section 35, Township 13 South, Range 3 West of the Sixth Principal Meridian in Saline County Kansas. More particularly described as follows.

Beginning at the Southwest corner of said Northeast Quarter;

Thence, on an assumed bearing of N 00° 01' 39" E along the West line of said Northeast Quarter for a distance of 1246.67 feet to the intersection of the North right-of-way line of Monarch Drive extended West;

Thence, S 89° 59' 18" E for a distance of 1268.07 feet to the Northwest corner of Interstate District North of I-70 No. 2.

Thence, S 00° 01' 13" W along the West line of Interstate District North of I-70 No. 2 for a distance of 1246.41 feet to a point on the South line of said Northeast Quarter.

Thence N 90° 00' 00" W along said South line a distance of 1268.23 feet to the Point of Beginning;

Containing 1,580,799.8 square feet, 36.29 acres more or less.

EXHIBIT B

Annexation
Request Area

Com Co
of
Kansas, Inc.

9 TH ST

PLEASANT HILL RD

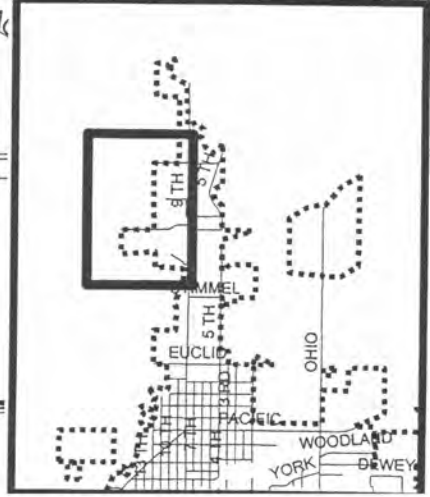
MONARCH RD

FRONTAGE RD

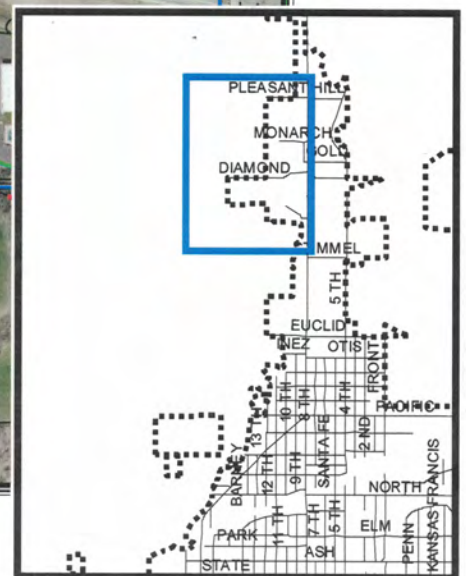
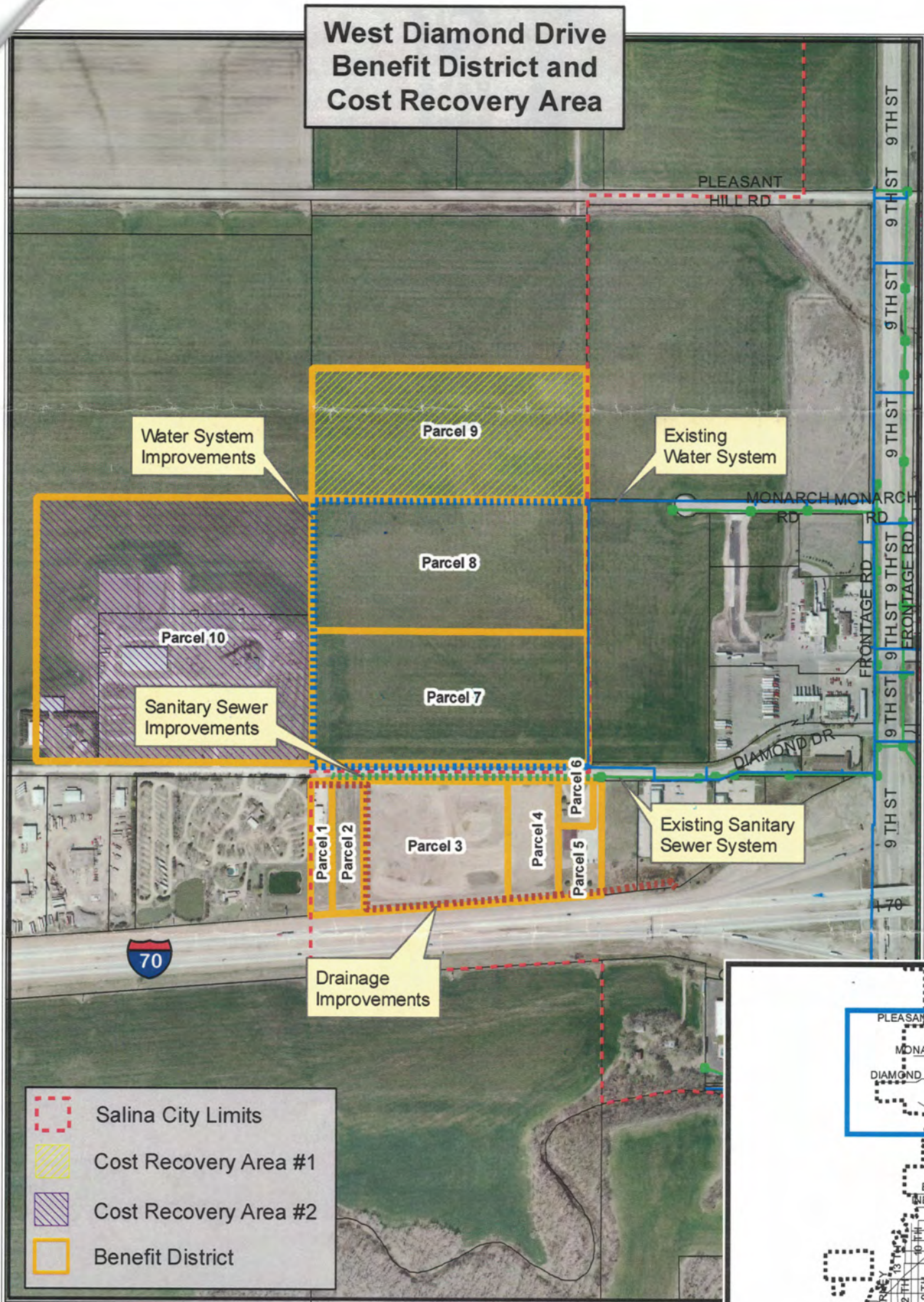
FRONTAGE RD

DIAMOND DR

COAC



West Diamond Drive Benefit District and Cost Recovery Area





May 21, 2009

Com Co of Kansas, Inc.
PO Box 3546
Salina, KS 67402-3546

Dear Property Owner:

On May 11 and 18, 2009, the City Commission held a public hearing regarding special assessments for improvements to certain property that you own. These special assessments were set by Ordinance No. 09-10499. These tracts of land listed below are subject to a deferral of special assessments for a period of 15 years or until the property is platted or developed whichever occurs first.

Unplatted Tract (7): (DEFERRED ASSESSMENT PER KSA 12-6,110)..... 188,227.90

A tract of land located in the W 76 acres of the W2 of the NE4 of Section 35, T13S, R3W of the 6th P.M. in Saline County Kansas. More particularly described as follows:

Commencing at the SW corner of said NE4; Thence, on an assumed bearing of N 00° 01' 28" E along the W line of said NE4 for a distance of 40' feet to a point on the N ROW of West Diamond Drive, said point being the POB; Thence continuing N 00° 01' 28" E along the W line of said NE4, for a distance of 603.33'. Thence, S 89° 59' 39" E for a distance of 1268.28'. Thence S 00° 01' 45" W for a distance of 603.20', to a point on said N ROW. Thence N 90° 00' 00" W along said N ROW a distance of 1268.23' to the POB; Containing 765,102.2 square feet, 17.564 acres more or less.

Unplatted Tract (8): (DEFERRED ASSESSMENT PER KSA 12-6,110)..... 94,113.95

A tract of land located in the W 76 acres of the W2 of the NE4 of Section 35, T13S, R3W of the 6th P.M. in Saline County Kansas. More particularly described as follows:

Commencing at the SW corner of said NE4; Thence, on an assumed bearing of N 00° 01' 28" E along the W line of said NE4 for a distance of 643.33' to the NW corner of Parcel #7, said point being the POB; Thence continuing N 00° 01' 28" E along the W line of said NE4, for a distance of 603.33' to a point on the N line of a 20-foot utility easement. Thence, S 89° 59' 18" E along said N line, for a distance of 1268.33'. Thence, S 00° 01' 45" W for a distance of 603.20' to the NE corner of Parcel #7. Thence N 19° 59' 39" W along the N line of Parcel #7 a distance of 1,268.28' to the POB; Containing 765,132.52 square feet, 17.565 acres more or less.

If you have any questions regarding this matter, please feel free to contact our office.

Sincerely,

A handwritten signature in blue ink that reads 'Lieu Ann Elsey'.

Lieu Ann Elsey, CMC
City Clerk

#8

Loan Amortization Schedule


<https://www.vertex42.com/ExcelTemplates/loan-amortization-schedule.html>

© 2008-2021 Vertex42 LLC

Loan Information		Summary	
Loan Amount	94,113.95	Rate (per period)	3.140%
Annual Interest Rate	3.14%	Total Payments	119,454.75
Term of Loan in Years	15	Total Interest	25,340.80
First Payment Date	12/20/2023	Est. Interest Savings	-
Payment Frequency	Annual		
Compound Period	Annual		
Payment Type	End of Period		
Rounding	On		
Annual Payment		7,963.65	

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
						94,113.95
1	12/20/23	7,963.65		2,955.18	5,008.47	89,105.48
2	12/20/24	7,963.65		2,797.91	5,165.74	83,939.74
3	12/20/25	7,963.65		2,635.71	5,327.94	78,611.80
4	12/20/26	7,963.65		2,468.41	5,495.24	73,116.56
5	12/20/27	7,963.65		2,295.86	5,667.79	67,448.77
6	12/20/28	7,963.65		2,117.89	5,845.76	61,603.01
7	12/20/29	7,963.65		1,934.33	6,029.32	55,573.69
8	12/20/30	7,963.65		1,745.01	6,218.64	49,355.05
9	12/20/31	7,963.65		1,549.75	6,413.90	42,941.15
10	12/20/32	7,963.65		1,348.35	6,615.30	36,325.85
11	12/20/33	7,963.65		1,140.63	6,823.02	29,502.83
12	12/20/34	7,963.65		926.39	7,037.26	22,465.57
13	12/20/35	7,963.65		705.42	7,258.23	15,207.34
14	12/20/36	7,963.65		477.51	7,486.14	7,721.20
15	12/20/37	7,963.65		242.45	7,721.20	0.00

#7

Loan Amortization Schedule


<https://www.vertex42.com/ExcelTemplates/loan-amortization-schedule.html>

© 2008-2021 Vertex42 LLC

Loan Information		Summary	
Loan Amount	188,227.91	Rate (per period)	3.140%
Annual Interest Rate	3.14%	Total Payments	238,909.53
Term of Loan in Years	15	Total Interest	50,681.62
First Payment Date	12/20/2023	Est. Interest Savings	-
Payment Frequency	Annual		
Compound Period	Annual		
Payment Type	End of Period		
Rounding	On		
Annual Payment		15,927.30	

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
						188,227.91
1	12/20/23	15,927.30		5,910.36	10,016.94	178,210.97
2	12/20/24	15,927.30		5,595.82	10,331.48	167,879.49
3	12/20/25	15,927.30		5,271.42	10,655.88	157,223.61
4	12/20/26	15,927.30		4,936.82	10,990.48	146,233.13
5	12/20/27	15,927.30		4,591.72	11,335.58	134,897.55
6	12/20/28	15,927.30		4,235.78	11,691.52	123,206.03
7	12/20/29	15,927.30		3,868.67	12,058.63	111,147.40
8	12/20/30	15,927.30		3,490.03	12,437.27	98,710.13
9	12/20/31	15,927.30		3,099.50	12,827.80	85,882.33
10	12/20/32	15,927.30		2,696.71	13,230.59	72,651.74
11	12/20/33	15,927.30		2,281.26	13,646.04	59,005.70
12	12/20/34	15,927.30		1,852.78	14,074.52	44,931.18
13	12/20/35	15,927.30		1,410.84	14,516.46	30,414.72
14	12/20/36	15,927.30		955.02	14,972.28	15,442.44
15	12/20/37	15,927.33		484.89	15,442.44	0.00

Fw: Johnson Trucking Special Assessments

From Randy Johnston <rjohnston@weigand.com>

Date Fri 5/30/2025 11:55 AM

To Taylor Hake <thake@weigand.com>; Kevin Howell <khowell@weigand.com>

 1 attachment (57 KB)

W Diamond Drive Johnson Trucking.pdf;

Taylor:

Note that the numbers below are for principal and interest payments.

Thanks,

From: McDaniel, Rachel <rachel.mcdaniel@salina.org>

Sent: Tuesday, May 27, 2025 2:18 PM

To: Randy Johnston <rjohnston@weigand.com>

Subject: Johnson Trucking Special Assessments

Randy,

I have attached a PDF of the special assessment breakdown for the 5 lots.

Lot 1 Total Specials still owed: \$29,528.32

Lot 2 Total Specials still owed: \$70,689

Lot 3 Total Specials still owed: \$70,867.96

Lot 4 Total Specials still owed: \$70,957.44

Lot 5 Total Specials still owed : \$70,331.08

The total amounts do not include the annual amount that was billed on the 2024. I am assuming that those were paid with the 2024 taxes.

If you have any additional questions, please let feel free to contact me.

Thanks,

Rachel

Rachel McDaniel

City Accountant

City of Salina

300 W. Ash

Salina, KS 67401

(P) 785-309-5736

Rachel.mcdaniel@salina.org

[illegible]

037	35	0	10	01	002	01	0	06-1593	WEST DIAMOND DRIVE	32349	2032	\$5,458.26	4 1	JOHNSON TRUCKING ADDITION, S35, T13, R9, BLOCK 1, LOT 3, ACRES 7.93
037	35	0	10	01	002	01	0	06-1593	WEST DIAMOND DRIVE	32349	2033	\$5,458.26	4 1	JOHNSON TRUCKING ADDITION, S35, T13, R9, BLOCK 1, LOT 3, ACRES 7.93
037	35	0	10	01	002	01	0	06-1593	WEST DIAMOND DRIVE	32349	2034	\$5,458.26	4 1	JOHNSON TRUCKING ADDITION, S35, T13, R9, BLOCK 1, LOT 3, ACRES 7.93
037	35	0	10	01	002	01	0	06-1593	WEST DIAMOND DRIVE	32349	2035	\$5,458.26	4 1	JOHNSON TRUCKING ADDITION, S35, T13, R9, BLOCK 1, LOT 3, ACRES 7.93
037	35	0	10	01	002	01	0	06-1593	WEST DIAMOND DRIVE	32349	2036	\$5,458.26	4 1	JOHNSON TRUCKING ADDITION, S35, T13, R9, BLOCK 1, LOT 3, ACRES 7.93
037	35	0	10	01	002	01	0	06-1593	WEST DIAMOND DRIVE	32349	2037	\$5,458.27	4 1	JOHNSON TRUCKING ADDITION, S35, T13, R9, BLOCK 1, LOT 3, ACRES 7.93

4 Year Crop History



Owner/Operator:

Address:

Address:

Phone:

Date:

Farm Name:

Field ID:

Acct. #:

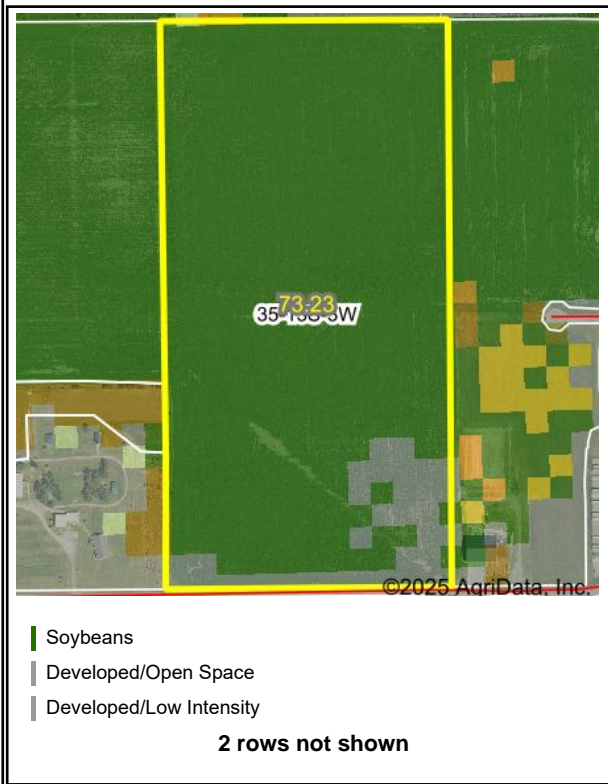
Crop Year:

Crop Year:



Crop Year:

Crop Year:



Boundary Center: 38° 52' 53.6, -97° 37' 10.03

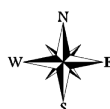
State: KS

County: Saline

Legal: 35-13S-3W

Twnshp: Elm Creek

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



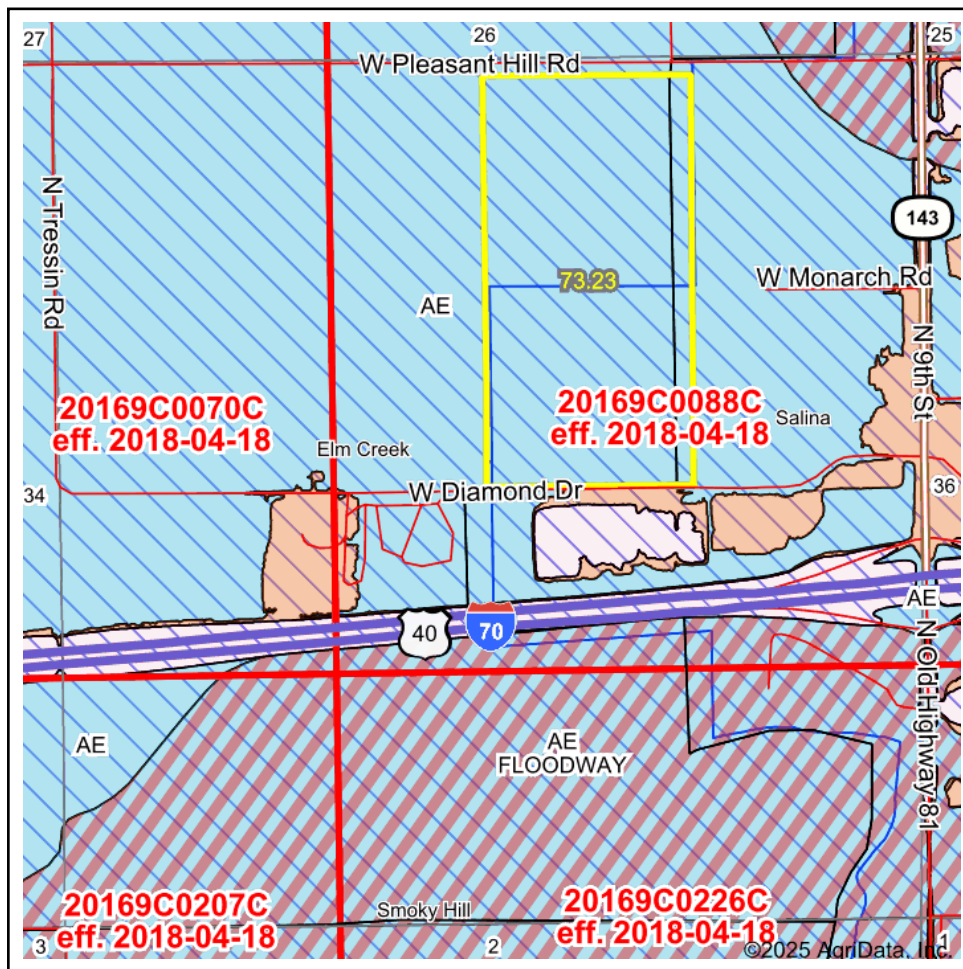
Maps Provided By:



© AgriData, Inc. 2023

www.AgriDataInc.com

FEMA Report



Map Center: 38° 52' 41, -97° 37' 17.8

State: KS Acres: 73.23
County: Saline Date: 5/20/2025
Location: 35-13S-3W
Township: Elm Creek

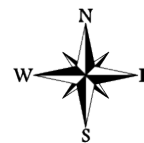


Maps Provided By:



© AgriData, Inc. 2023

www.AgriDataInc.com



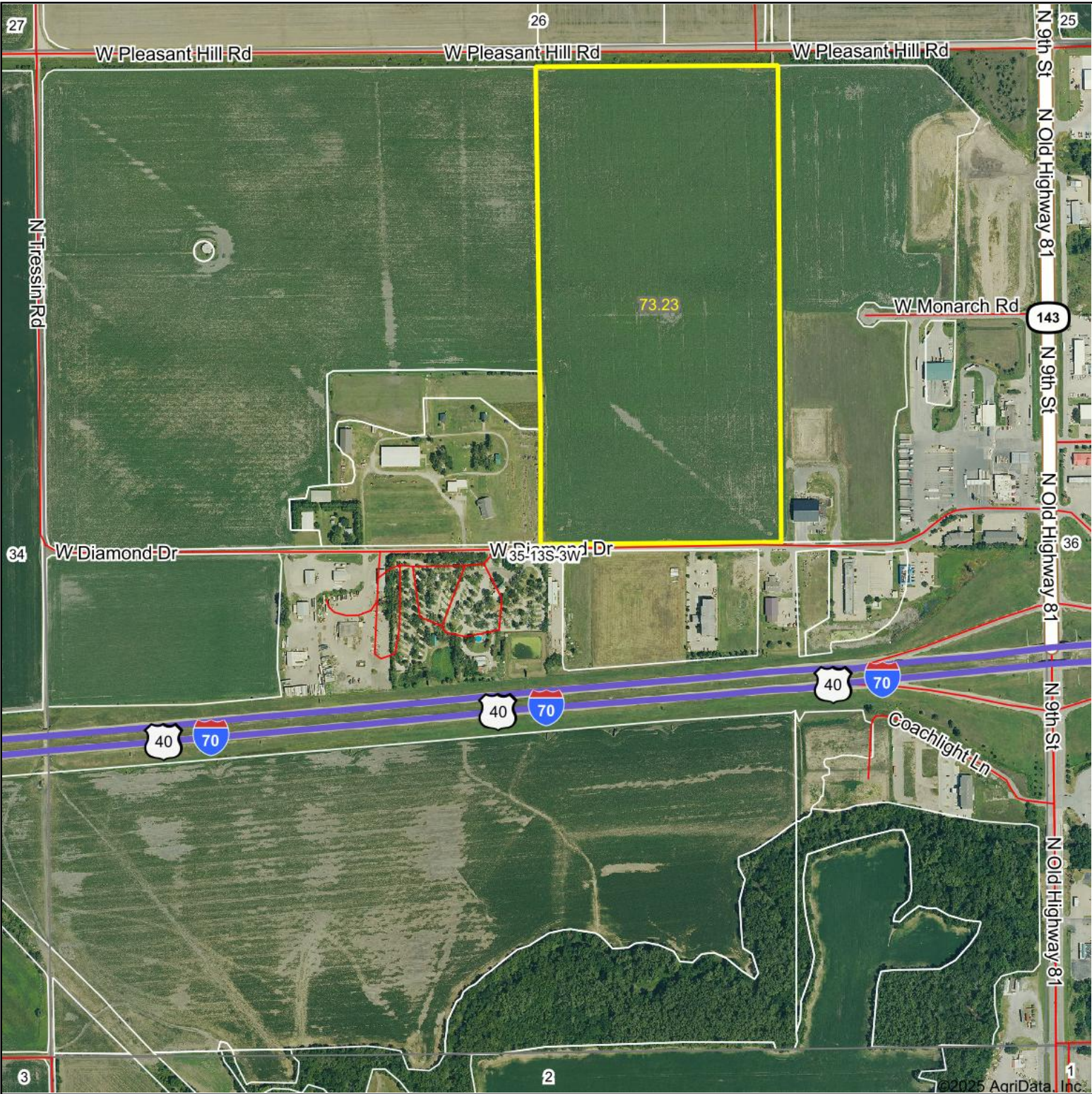
Name	Number	County	NFIP Participation	Acres	Percent
SALINE COUNTY	200316	Saline	Regular	38.54	52.6%
SALINA, CITY OF	200319	Saline	Regular	34.69	47.4%
Total				73.23	100%

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

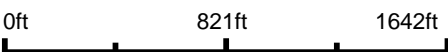
Zone	SubType	Description	Acres	Percent
AE		100-year Floodplain	73.23	100%
Total			73.23	100%

Panel	Effective Date	Acres	Percent
20169C0088C	4/18/2018	73.23	100%
Total		73.23	100%

Aerial Map



Boundary Center: 38° 52' 53.6, -97° 37' 10.03



35-13S-3W
Saline County
Kansas



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

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

5/20/2025

Plant Growth(NDVI) with Hillshade 2024



Crop:



*USDA CropScope

Elevation Min: 1,216.3

Max: 1,221.8

Range: 5.5

Average: 1,218.6

Standard Deviation: 0.23 ft



5/20/2025

35-13S-3W
Saline County
Kansas

Boundary Center:
38° 52' 53.6, -97° 37' 10.03



Maps Provided By:

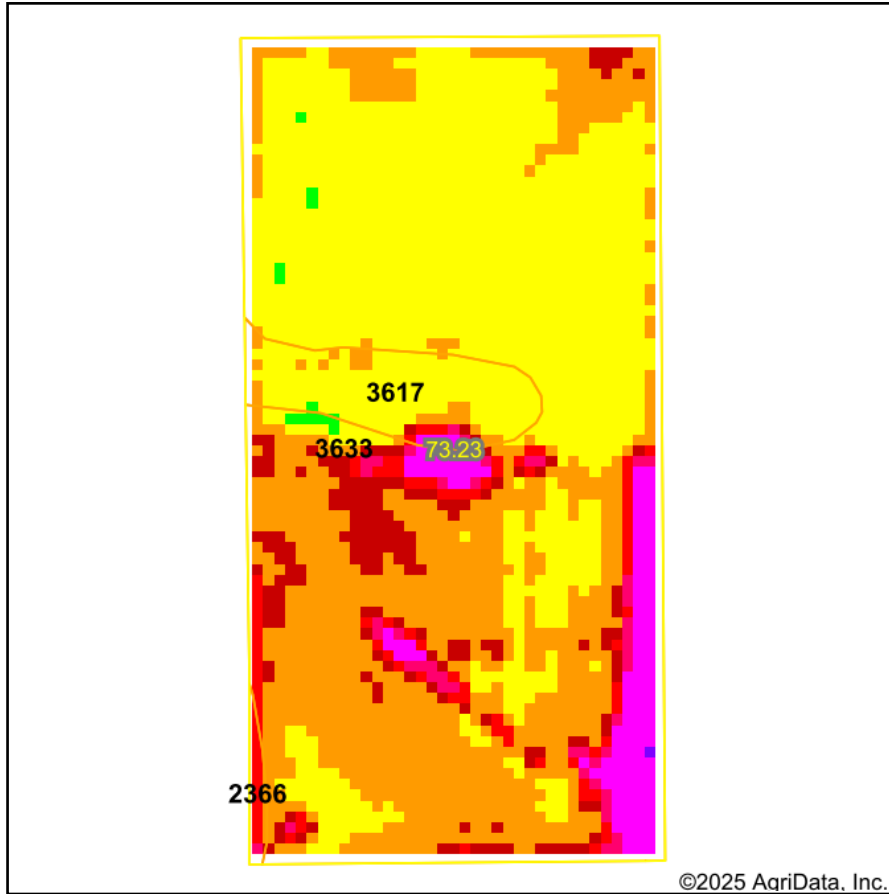


© AgriData, Inc. 2023

www.AgriDataInc.com

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

Crop Growth - NDVI(2024) 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: **Saline**
 Location: **35-13S-3W**
 Township: **Elm Creek**
 Acres: **73.23**
 Date: **5/20/2025**

Crop:

*USDA CropScape



Maps Provided By:



© AgriData, Inc. 2023

www.AgriDataInc.com



Soils data provided by USDA and NRCS.

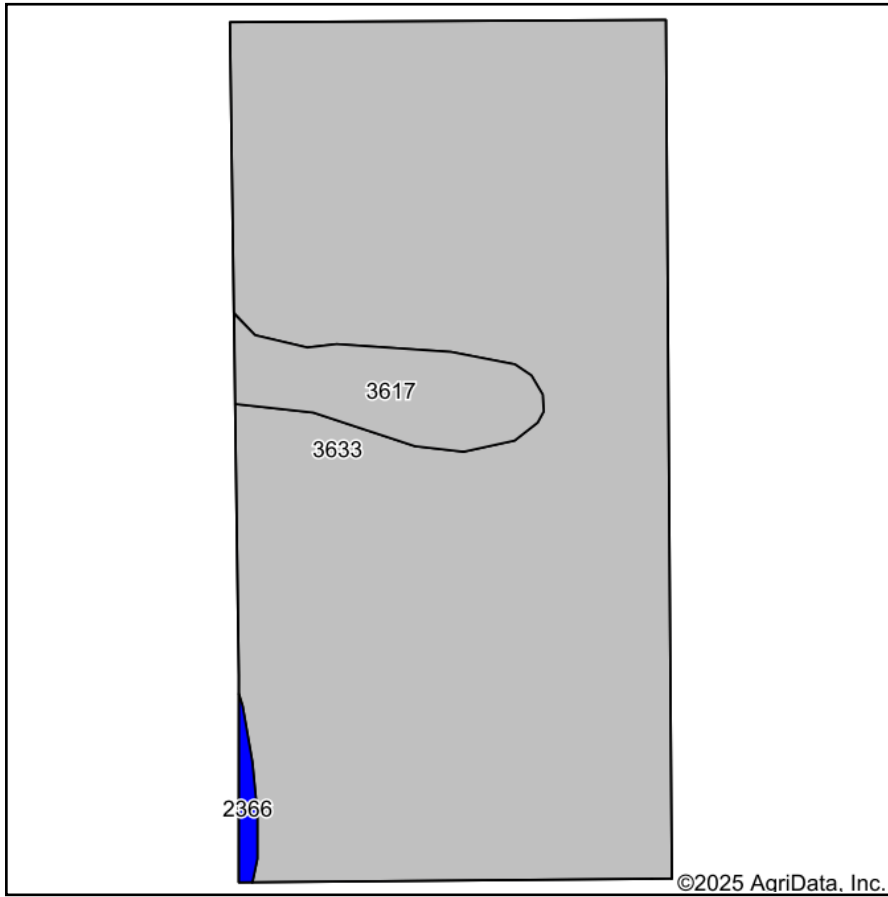
Area Symbol: KS169, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Soil Drainage	Non-Irr Class *c	*n NCCPI Overall	NDVI 2024
3633	Sutphen silty clay, occasionally flooded	67.88	92.7%	Moderately well drained	IIIw	48	67.1
3617	Solomon silty clay, occasionally flooded	4.85	6.6%	Poorly drained	IIIw	22	70.2
2366	New Cambria silty clay, rarely flooded	0.50	0.7%	Moderately well drained	IIs	57	60.6
Weighted Average					2.99	*n 46.3	

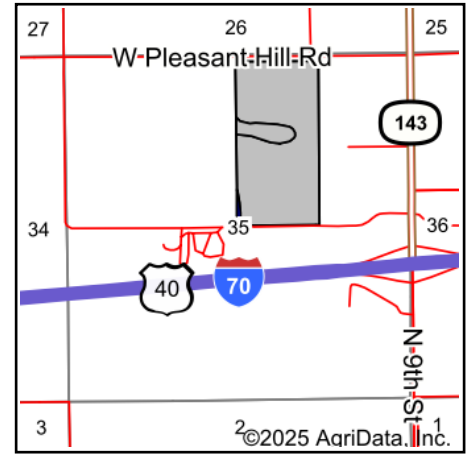
*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils Map



Soils data provided by USDA and NRCS.



State: **Kansas**
 County: **Saline**
 Location: **35-13S-3W**
 Township: **Elm Creek**
 Acres: **73.23**
 Date: **5/20/2025**



Maps Provided By:



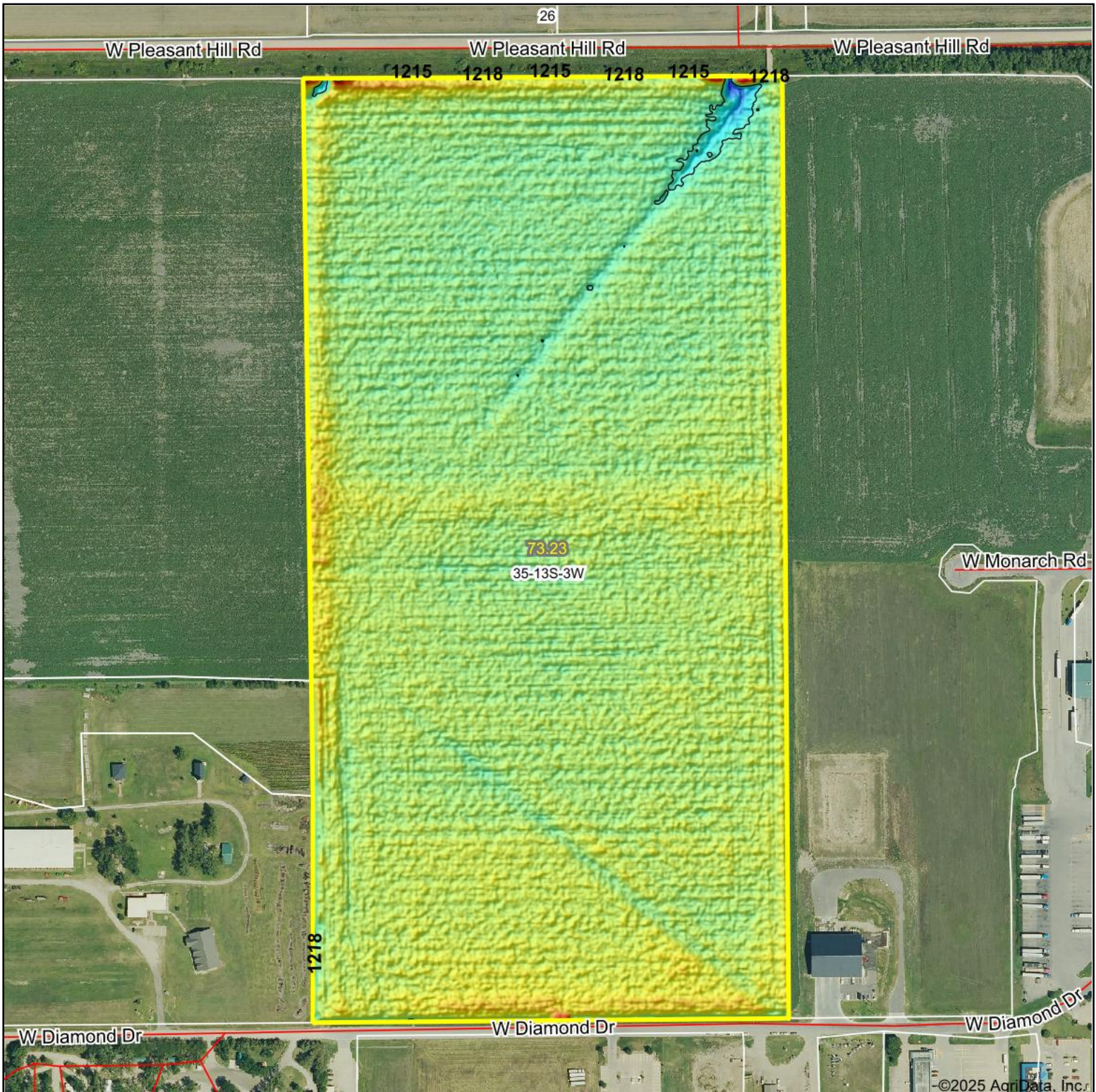
Area Symbol: KS169, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Water Table	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
3633	Sutphen silty clay, occasionally flooded	67.88	92.7%		> 6.5ft.	IIIw	IIIw	5055	48	33	24	48	24
3617	Solomon silty clay, occasionally flooded	4.85	6.6%		1ft.	IIIw	IIIw	8005	22	14	19	19	12
2366	New Cambria silty clay, rarely flooded	0.50	0.7%		> 6.5ft.	IIIs	IIIs	3500	57	36	50	57	1
Weighted Average						2.99	2.99	5239.8	*n 46.3	*n 31.8	*n 23.8	*n 46.1	*n 23

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

*c: Using Capabilities Class Dominant Condition Aggregation Method

Topography Hillshade



Low Elevation High

Source: USGS 1 meter dem

0ft 415ft 829ft

Interval(ft): 3

Min: 1,216.3

Max: 1,221.8

Range: 5.5

Average: 1,218.6

Standard Deviation: 0.23 ft



35-13S-3W
Saline County
Kansas

Boundary Center: 38° 52' 53.6, -97° 37' 10.03



Maps Provided By:



© AgriData, Inc. 2023

www.AgriDataInc.com

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

Commitment Cover Page

Order Number: **3129144**

Delivery Date: **05/06/2025**

Property Address: **00000 W. Diamond Dr., Salina, KS 67401**

For Title Assistance

Vanessa Rahe
211 W. Kansas Avenue
McPherson, KS 67460
Office: (620) 241-1317
vrahe@security1st.com

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Taylor Hake
150 N. Market
Wichita, KS 67202
(316) 292-3970 (Work)
thake@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

Copyright 2021 American Land Title Association. All rights reserved.

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

Title Fee Invoice

Date:	05/06/2025	Buyer(s):	A Legal Entity, to be determined
Order No.:	3129144	Seller(s):	Gary Johnson Trucking, LLC, a Kansas limited liability company
Issuing Office:	Security 1st Title 211 W. Kansas Avenue McPherson, KS 67460	Property Address:	00000 W. Diamond Dr., Salina, KS 67401

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$408.00
Total TBD	
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Tax Information:

[32347](#)



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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, LLC



Security 1st Title

Vanessa Rahe
211 W. Kansas Avenue
McPherson, KS 67460
(620) 241-1317 (Work)
(620) 241-3637 (Work Fax)
vrahe@security1st.com



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	211 W. Kansas Avenue McPherson, KS 67460	Title Contact:	Vanessa Rahe 211 W. Kansas Avenue McPherson, KS 67460 (620) 241-1317 (Work) (620) 241-3637 (Work Fax) vrahe@security1st.com
ALTA Universal ID:	0001206		
Loan ID Number:			
Commitment No.:	MP-VR3129144		
Property Address:	00000 W. Diamond Dr., Salina, KS 67401		

SCHEDULE A

1. Commitment Date:

04/30/2025 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A Legal Entity, to be determined

The estate or interest to be insured: Fee Simple

TBD

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

Fee Simple

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

Gary Johnson Trucking, LLC, a Kansas limited liability company

5. The Land is described as follows:

Lot 2, Block 1, Johnson Trucking Addition, a subdivision in the West 76 acres of the West Half of the Northeast Quarter, Section 35, Township 13 South, Range 3 West of the 6th P.M., The City of Salina, Saline County, Kansas.

Security 1st Title

By: 

David Armagost, President



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. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$5,518.19, Paid

Tax Parcel Number: 32347

7. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
8. **Gary Johnson Trucking, LLC is a limited liability company. Furnish for examination, an authentic copy of the following documents:**

1. Articles of Organization, and any amendments thereto
2. Operating Agreement, and any amendments thereto

Any instrument to be executed, must:

1. Be executed in the limited liability company's name, and
2. Be signed by all members, if management has been retained by the members.
3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.

We reserve the right to make any additional requirements we deem necessary.

9. **File a Warranty Deed from Gary Johnson Trucking, LLC, a Kansas limited liability company, to A Legal Entity, to be determined.**
10. **Provide this company with a properly completed and executed Owner's Affidavit.**



SCHEDULE B, PART II—Exceptions

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

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

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

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

8. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
9. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the SALINE County Register of Deeds.**
10. **The terms and provisions contained in the document entitled "Agreement" filed as Book H, Page [460](#).**
11. **Quit Claim Deed for drainage to Drainage District No. 3 of Saline County, recorded in Book 80, Page [318](#), and Book 287, Page [626](#).**
12. **Certificate, filed March 1, 1971, recorded in Book 99, Page [171](#).**
13. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Book 126, Page [238](#), Book 1146, Page [752](#), and Page [1529](#), Book 1149, Page [1509](#), Book 1152, Page [1879](#), Book 1153, Page [135](#), and Book 1194, Page [116](#).**
14. **The terms and provisions contained in the document entitled "Agreement" filed as Book 1146, Page [1160](#).**
15. **Right of Way Deed to the City of Salina, Kansas, filed November 6, 2008, recorded in Book 1182, Page [570](#).**
16. **Grant of Permanent Water Line Easement to the City of Salina, Kansas, filed November 6, 2008, recorded in Book 1182, Page [575](#).**

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

17. 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.

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

Copyright 2021 American Land Title Association. All rights reserved.

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

This 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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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



Privacy Notice

Last Updated and Effective Date: December 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

Commitment Cover Page

Order Number: **3129143**

Delivery Date: **05/06/2025**

Property Address: **00000 W. Diamond Dr., Salina, KS 67401**

For Title Assistance

Vanessa Rahe
211 W. Kansas Avenue
McPherson, KS 67460
Office: (620) 241-1317
vrahe@security1st.com

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Taylor Hake
150 N. Market
Wichita, KS 67202
(316) 292-3970 (Work)
thake@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

Copyright 2021 American Land Title Association. All rights reserved.

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

Title Fee Invoice

Date:	05/06/2025	Buyer(s):	A Legal Entity, to be determined
Order No.:	3129143	Seller(s):	Gary Johnson Trucking, LLC, a Kansas limited liability company
Issuing Office:	Security 1st Title 211 W. Kansas Avenue McPherson, KS 67460	Property Address:	00000 W. Diamond Dr., Salina, KS 67401

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$408.00
	Total TBD
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Tax Information:

[32348](#)



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

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

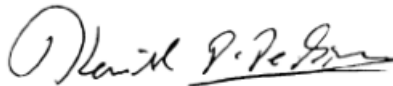
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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, LLC



Security 1st Title

Vanessa Rahe
211 W. Kansas Avenue
McPherson, KS 67460
(620) 241-1317 (Work)
(620) 241-3637 (Work Fax)
vrahe@security1st.com



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	211 W. Kansas Avenue McPherson, KS 67460	Title Contact:	Vanessa Rahe 211 W. Kansas Avenue McPherson, KS 67460 (620) 241-1317 (Work) (620) 241-3637 (Work Fax) vrahe@security1st.com
ALTA Universal ID:	0001206		
Loan ID Number:			
Commitment No.:	MP-VR3129143		
Property Address:	00000 W. Diamond Dr., Salina, KS 67401		

SCHEDULE A

1. Commitment Date:

04/30/2025 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A Legal Entity, to be determined

The estate or interest to be insured: Fee Simple

TBD

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

Fee Simple

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

Gary Johnson Trucking, LLC, a Kansas limited liability company

5. The Land is described as follows:

Lot 3, Block 1, Johnson Trucking Addition, a subdivision in the West 76 acres of the West Half of the Northeast Quarter, Section 35, Township 13 South, Range 3 West of the 6th P.M., The City of Salina, Saline County, Kansas.

Security 1st Title

By:

David Armagost, President



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. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$5,531.96, Paid

Tax Parcel Number: 32347

7. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
8. **Gary Johnson Trucking, LLC is a limited liability company. Furnish for examination, an authentic copy of the following documents:**

1. Articles of Organization, and any amendments thereto
2. Operating Agreement, and any amendments thereto

Any instrument to be executed, must:

1. Be executed in the limited liability company's name, and
2. Be signed by all members, if management has been retained by the members.
3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.

We reserve the right to make any additional requirements we deem necessary.

9. **File a Warranty Deed from Gary Johnson Trucking, LLC, a Kansas limited liability company, to A Legal Entity, to be determined.**
10. **Provide this company with a properly completed and executed Owner's Affidavit.**

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

Copyright 2021 American Land Title Association. All rights reserved.

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



SCHEDULE B, PART II—Exceptions

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

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

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

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

8. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
9. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: Property lies within Zone AE floodplain.**
10. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the SALINE County Register of Deeds.**
11. **The terms and provisions contained in the document entitled "Agreement" filed as Book H, Page [460](#).**
12. **Quit Claim Deed for drainage to Drainage District No. 3 of Saline County, recorded in Book 80, Page [318](#), and Book 287, Page [626](#).**
13. **Certificate, filed March 1, 1971, recorded in Book 99, Page [171](#).**
14. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Book 126, Page [238](#), Book 1146, Page [752](#), and Page [1529](#), Book 1149, Page [1509](#), Book 1152, Page [1879](#), Book 1153, Page [135](#), and Book 1194, Page [116](#).**
15. **The terms and provisions contained in the document entitled "Agreement" filed as Book 1146, Page [1160](#).**
16. **Right of Way Deed to the City of Salina, Kansas, filed November 6, 2008, recorded in Book 1182, Page [570](#).**

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

17. Grant of Permanent Water Line Easement to the City of Salina, Kansas, filed November 6, 2008, recorded in Book 1182, Page [575](#).
18. 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.

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

Copyright 2021 American Land Title Association. All rights reserved.

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

This 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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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



Privacy Notice

Last Updated and Effective Date: December 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

Commitment Cover Page

Order Number: **3129141**

Delivery Date: **05/06/2025**

Property Address: **00000 W. Diamond Dr., Salina, KS 67401**

For Title Assistance

Vanessa Rahe
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (620) 241-1317
vrahe@security1st.com

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Taylor Hake
150 N. Market
Wichita, KS 67202
(316) 292-3970 (Work)
thake@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

Copyright 2021 American Land Title Association. All rights reserved.

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

Title Fee Invoice

Date:	05/06/2025	Buyer(s):	A Legal Entity, to be determined
Order No.:	3129141	Seller(s):	Gary Johnson Trucking, LLC, a Kansas limited liability company
Issuing Office:	Security 1st Title 727 N Waco Ave, Ste 300 Wichita, KS 67203	Property Address:	00000 W. Diamond Dr., Salina, KS 67401

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$408.00
	Total TBD
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Tax Information:

[32349](#)



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

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

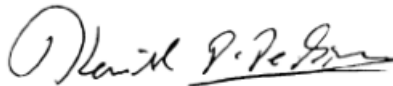
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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, LLC



Security 1st Title

Vanessa Rahe
211 W. Kansas Avenue
McPherson, KS 67460
(620) 241-1317 (Work)
(620) 241-3637 (Work Fax)
vrahe@security1st.com



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Vanessa Rahe 211 W. Kansas Avenue McPherson, KS 67460 (620) 241-1317 (Work) (620) 241-3637 (Work Fax) vrahe@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	MP-VR3129141		
Property Address:	00000 W. Diamond Dr., Salina, KS 67401		

SCHEDULE A

1. Commitment Date:

04/30/2025 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A Legal Entity, to be determined

The estate or interest to be insured: Fee Simple

TBD

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

Fee Simple

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

Gary Johnson Trucking, LLC, a Kansas limited liability company

5. The Land is described as follows:

Lot 4, Block 1, Johnson Trucking Addition, a subdivision in the West 76 acres of the West Half of the Northeast Quarter, Section 35, Township 13 South, Range 3 West of the 6th P.M., The City of Salina, Saline County, Kansas.

Security 1st Title

By: 

David Armagost, President



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. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$5,538.86, Paid

Tax Parcel Number: 32349

7. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
8. **Gary Johnson Trucking, LLC is a limited liability company. Furnish for examination, an authentic copy of the following documents:**

1. **Articles of Organization, and any amendments thereto**
2. **Operating Agreement, and any amendments thereto**

Any instrument to be executed, must:

1. **Be executed in the limited liability company's name, and**
2. **Be signed by all members, if management has been retained by the members.**
3. **In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.**

We reserve the right to make any additional requirements we deem necessary.

9. **File a Warranty Deed from Gary Johnson Trucking, LLC, a Kansas limited liability company, to A Legal Entity, to be determined.**
10. **Provide this company with a properly completed and executed Owner's Affidavit.**

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

Copyright 2021 American Land Title Association. All rights reserved.

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



SCHEDULE B, PART II—Exceptions

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

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

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

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

8. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
9. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: Property lies within Zone AE floodplain.**
10. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the SALINE County Register of Deeds.**
11. **The terms and provisions contained in the document entitled "Agreement" filed as Book H, Page [460](#).**
12. **Quit Claim Deed for drainage to Drainage District No. 3 of Saline County, recorded in Book 80, Page [318](#), and Book 287, Page [626](#).**
13. **Certificate, filed March 1, 1971, recorded in Book 99, Page [171](#).**
14. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Book 126, Page [238](#), Book 1146, Page [752](#), and Page [1529](#), Book 1149, Page [1509](#), Book 1152, Page [1879](#), Book 1153, Page [135](#), and Book 1194, Page [116](#).**
15. **The terms and provisions contained in the document entitled "Agreement" filed as Book 1146, Page [1160](#).**
16. **Right of Way Deed to the City of Salina, Kansas, filed November 6, 2008, recorded in Book 1182, Page [570](#).**

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

17. Grant of Permanent Water Line Easement to the City of Salina, Kansas, filed November 6, 2008, recorded in Book 1182, Page [575](#).
18. 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.

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

Copyright 2021 American Land Title Association. All rights reserved.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

This 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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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



Privacy Notice

Last Updated and Effective Date: December 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

Commitment Cover Page

Order Number: **3129139**

Delivery Date: **05/06/2025**

Property Address: **00000 W. Diamond Dr., Salina, KS 67401**

For Title Assistance

Vanessa Rahe
211 W. Kansas Avenue
McPherson, KS 67460
Office: (620) 241-1317
vrahe@security1st.com

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Taylor Hake
150 N. Market
Wichita, KS 67202
(316) 292-3970 (Work)
thake@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

Copyright 2021 American Land Title Association. All rights reserved.

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

Title Fee Invoice

Date:	05/06/2025	Buyer(s):	A Legal Entity, to be determined
Order No.:	3129139	Seller(s):	Gary Johnson Trucking, LLC, a Kansas limited liability company
Issuing Office:	Security 1st Title 211 W. Kansas Avenue McPherson, KS 67460	Property Address:	00000 W. Diamond Dr., Salina, KS 67401

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$408.00
Total TBD	
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Tax Information:

[32350](#)



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

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

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


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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, LLC



Security 1st Title

Vanessa Rahe
211 W. Kansas Avenue
McPherson, KS 67460
(620) 241-1317 (Work)
(620) 241-3637 (Work Fax)
vrahe@security1st.com

**Transaction Identification Data for reference only:**

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	211 W. Kansas Avenue McPherson, KS 67460	Title Contact:	Vanessa Rahe 211 W. Kansas Avenue McPherson, KS 67460 (620) 241-1317 (Work) (620) 241-3637 (Work Fax) vrahe@security1st.com
ALTA Universal ID:	0001206		
Loan ID Number:			
Commitment No.:	MP-VR3129139		
Property Address:	00000 W. Diamond Dr., Salina, KS 67401		

SCHEDULE A**1. Commitment Date:**

04/30/2025 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A Legal Entity, to be determined

The estate or interest to be insured: Fee Simple

TBD

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

Fee Simple

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

Gary Johnson Trucking, LLC, a Kansas limited liability company

5. The Land is described as follows:

Lot 5, Block 1, Johnson Trucking Addition, a subdivision in the West 76 acres of the West Half of the Northeast Quarter, Section 35, Township 13 South, Range 3 West of the 6th P.M., The City of Salina, Saline County, Kansas.

Security 1st Title

By: 

David Armagost, President



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. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$5,489.42, Paid

Tax Parcel Number: 32350

7. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
8. **Gary Johnson Trucking, LLC is a limited liability company. Furnish for examination, an authentic copy of the following documents:**

1. Articles of Organization, and any amendments thereto
2. Operating Agreement, and any amendments thereto

Any instrument to be executed, must:

1. Be executed in the limited liability company's name, and
2. Be signed by all members, if management has been retained by the members.
3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.

We reserve the right to make any additional requirements we deem necessary.

9. **File a Warranty Deed from Gary Johnson Trucking, LLC, a Kansas limited liability company, to A Legal Entity, to be determined.**
10. **Provide this company with a properly completed and executed Owner's Affidavit.**

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



SCHEDULE B, PART II—Exceptions

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

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

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

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

8. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
9. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the SALINE County Register of Deeds.**
10. **The terms and provisions contained in the document entitled "Agreement" filed as Book H, Page [460](#).**
11. **Quit Claim Deed for drainage to Drainage District No. 3 of Saline County, recorded in Book 80, Page [318](#), and Book 287, Page [626](#).**
12. **Certificate, filed March 1, 1971, recorded in Book 99, Page [171](#).**
13. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Book 126, Page [238](#), Book 1146, Page [752](#), and Page [1529](#), Book 1149, Page [1509](#), Book 1152, Page [1879](#), Book 1153, Page [135](#), and Book 1194, Page [116](#).**
14. **The terms and provisions contained in the document entitled "Agreement" filed as Book 1146, Page [1160](#).**
15. **Right of Way Deed to the City of Salina, Kansas, filed November 6, 2008, recorded in Book 1182, Page [570](#).**
16. **Grant of Permanent Water Line Easement to the City of Salina, Kansas, filed November 6, 2008, recorded in Book 1182, Page [575](#).**

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

17. 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.

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

Copyright 2021 American Land Title Association. All rights reserved.

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

This 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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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



Privacy Notice

Last Updated and Effective Date: December 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

Commitment Cover Page

Order Number: **3129136**

Delivery Date: **05/06/2025**

Property Address: **00000 W. Pleasant Hill Rd., Salina, KS 67401**

For Closing Assistance

Commercial Escrow
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
CommercialEscrow@Security1st.com

For Title Assistance

Vanessa Rahe
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (620) 241-1317
vrahe@security1st.com

Agent for Seller

J.P. Weigand & Sons, Inc. - Market St.
Attention: Taylor Hake
150 N. Market
Wichita, KS 67202
(316) 292-3970 (Work)
thake@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

Copyright 2021 American Land Title Association. All rights reserved.

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

Title Fee Invoice

Date:	05/06/2025	Buyer(s):	A Legal Entity, to be determined
Order No.:	3129136	Seller(s):	Gary Johnson Trucking, LLC, a Kansas limited liability company
Issuing Office:	Commercial Escrow Security 1st Title 727 N Waco Ave, Ste 300 Wichita, KS 67203	Property Address:	00000 W. Pleasant Hill Rd., Salina, KS 67401

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	\$408.00
Total TBD	
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

Tax Information:

[00962](#)



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

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

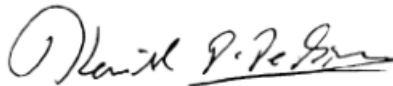
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a 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, LLC



Security 1st Title

Vanessa Rahe
211 W. Kansas Avenue
McPherson, KS 67460
(620) 241-1317 (Work)
(620) 241-3637 (Work Fax)
vrahe@security1st.com



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Vanessa Rahe 211 W. Kansas Avenue McPherson, KS 67460 (620) 241-1317 (Work) (620) 241-3637 (Work Fax) vrahe@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	MP-VR3129136		
Property Address:	00000 W. Pleasant Hill Rd., Salina, KS 67401		

SCHEDULE A

1. Commitment Date:

04/30/2025 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A Legal Entity, to be determined

The estate or interest to be insured: Fee Simple

TBD

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

Fee Simple

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

Gary Johnson Trucking, LLC, a Kansas limited liability company

5. The Land is described as follows:

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

Security 1st Title

By: _____

David Armagost, President



Commitment No.: MP-VR3129136

Exhibit A

The West 76 Acres of the West Half of the Northeast Quarter of Section 35, Township 13 South, Range 3 West of the 6th P.M., EXCEPT

A portion of the West 76 acres (record) of the West Half of the Northeast Quarter of Section 35, Township 13 South, Range 3 West of the 6th principal meridian, Saline County, Kansas, described as follows by Nicholas D. Schmidt, PS #1492, this 12th day of June, 2023:

Commencing at the Southwest corner of said Northeast Quarter; thence on a NAD 83 Kansas North Zone bearing of North 00 degrees 04 minutes 32 seconds East on the West line of said Northeast Quarter a distance of 40.00 feet to the point of beginning; thence continuing North 00 degrees 04 minutes 32 seconds East on said West line a distance of 1206.73 feet; thence South 89 degrees 56 minutes 28 seconds East a distance of 1268.09 feet to the Northwest corner of Lot 3, Block 1, Replat of Block 1 of the Replat of Interstate District North of I-70 No. 2 & Unplatted Land, a Subdivision in the City of Salina, Saline County, Kansas, being on the East line of said West 76 Acres (record) of the Northeast Quarter; thence South 00 degrees 03 minutes 59 seconds West on said East line and the West line of said Block 1, a distance of 1206.45 feet to the Southwest corner of said Lot 3, being on the North right of way line of Diamond Drive as recorded in Book 1182, Page [570](#) at the Saline County Register of Deeds Office; thence North 89 degrees 57 minutes 13 seconds West on said North right of way line a distance of 1268.28 feet to the point of beginning. (Said legal description is now known as Johnson Trucking Addition, a subdivision in the West 76 acres of the West Half of the Northeast Quarter, Section 35, Township 13 South, Range 3 West of the 6th P.M., The City of Salina, Saline County, Kansas.)

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

Copyright 2021 American Land Title Association. All rights reserved.

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





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. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$263.82, Paid

Tax Parcel Number: 00962

7. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
8. **Gary Johnson Trucking, LLC is a limited liability company. Furnish for examination, an authentic copy of the following documents:**
 1. Articles of Organization, and any amendments thereto
 2. Operating Agreement, and any amendments thereto

Any instrument to be executed, must:

1. Be executed in the limited liability company's name, and
2. Be signed by all members, if management has been retained by the members.
3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.

We reserve the right to make any additional requirements we deem necessary.

9. **File a Warranty Deed from Gary Johnson Trucking, LLC, a Kansas limited liability company, to A Legal Entity, to be determined.**
10. **Provide this company with a properly completed and executed Owner's Affidavit.**

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

Copyright 2021 American Land Title Association. All rights reserved.

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





SCHEDULE B, PART II—Exceptions

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

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

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

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

8. Subject to existing road, street or highway rights of way.
9. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the SALINE County Register of Deeds.
10. The terms and provisions contained in the document entitled "Agreement" filed as Book H, Page [460](#).
11. Quit Claim Deed for drainage to Drainage District No. 3 of Saline County, recorded in Book 80, Page [318](#), and Book 287, Page [626](#).
12. Certificate, filed March 1, 1971, recorded in Book 99, Page [171](#).
13. 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.

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



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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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





Privacy Notice

Last Updated and Effective Date: December 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

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

Copyright 2021 American Land Title Association. All rights reserved.

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

