

WEIGAND

AUCTION

PROPERTY INFORMATION

2200 Lincoln St., Concordia, Kansas



SITE SIZE

39,201± SF

2025 TAXES

\$7.82

ZONING

C-2

QUICK TERMS

- Absolute Auction
- 10% Buyers premium
- 3% Broker participation
- 10% Earnest money deposit 24 hours post sale
- Closing on or before 30 post auction



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



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AUCTION PROCEDURES: Absolute Auction with online bidding by approval only. Bidding will remain open until three (3) minutes have passed without receiving another bid. Brokerage reserves the right to request a proof of funds letter from a bank to participate in online bidding.

BUYER'S PREMIUM: 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 the auction.

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.

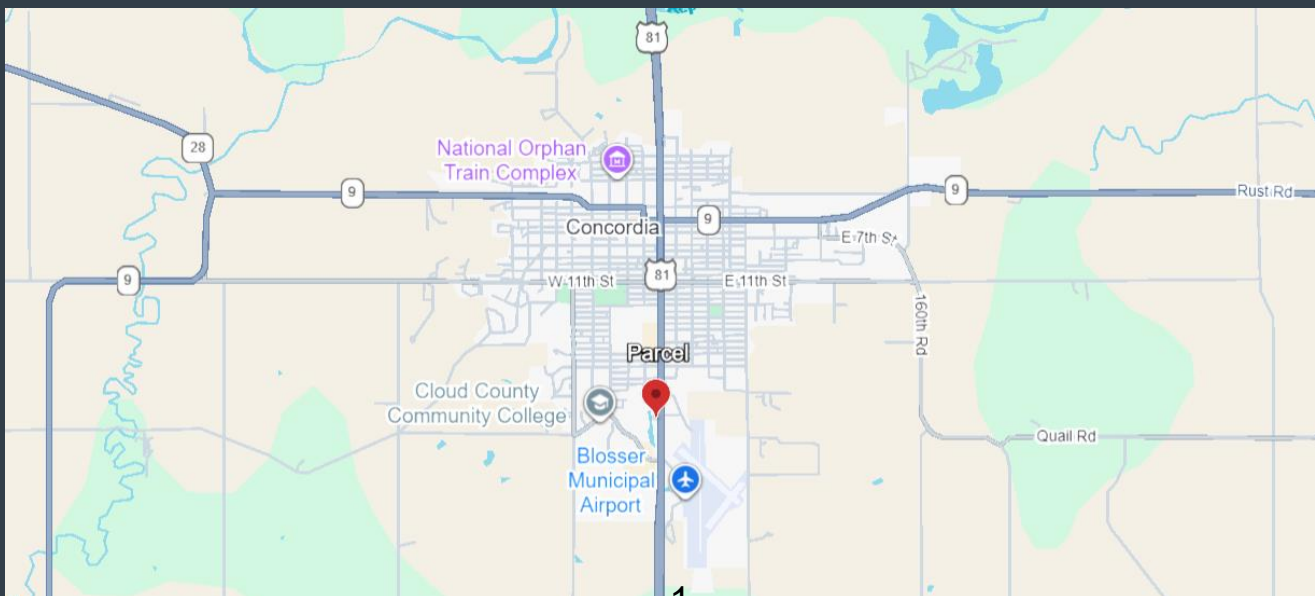
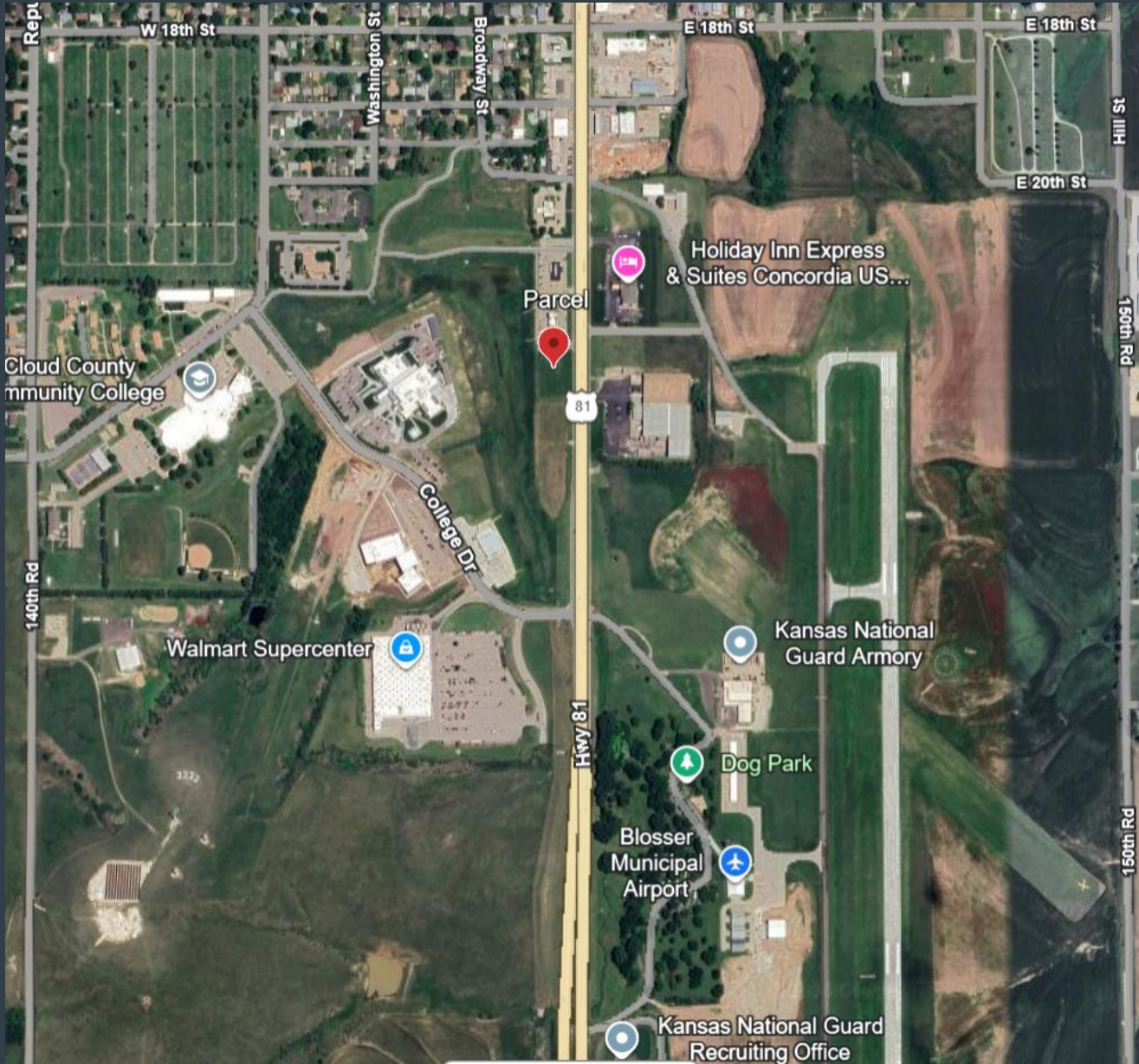
BROKER PARTICIPATION: At the completion of a successful closing, a fee of three percent (3%) of the final bid price will be paid by J.P. Weigand & Sons, Inc. to the broker properly registering and representing the successful bidder. Please visit WeigandAuctions.com/terms for a detailed explanation of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

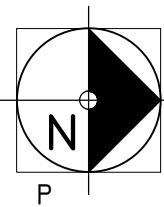


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Location: 2200 Lincoln St., Concordia, Kansas





N I		ARCHITECTURAL SITE PLAN																	
1" = 20'-0"		OPTION I																	
P	N	M	L	K	J	H	3	G	F	E	D	C	B	A					

Full Profile

2010-2020 Census, 2025 Estimates with 2030 Projections
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 39.555/-97.6579

2200 Lincoln St Concordia, KS 66901	1 mi radius	3 mi radius	5 mi radius	10 mi radius
Population				
2025 Estimated Population	2,476	4,995	5,321	6,052
2030 Projected Population	2,201	4,401	4,722	5,446
2020 Census Population	2,654	5,460	5,762	6,416
2010 Census Population	2,812	5,795	6,108	6,799
Projected Annual Growth 2025 to 2030	-2.2%	-2.4%	-2.3%	-2.0%
Historical Annual Growth 2010 to 2025	-0.8%	-0.9%	-0.9%	-0.7%
Households				
2025 Estimated Households	949	1,936	2,067	2,365
2030 Projected Households	803	1,649	1,777	2,070
2020 Census Households	1,063	2,192	2,316	2,588
2010 Census Households	1,143	2,343	2,475	2,768
Projected Annual Growth 2025 to 2030	-3.1%	-3.0%	-2.8%	-2.5%
Historical Annual Growth 2010 to 2025	-1.1%	-1.2%	-1.1%	-1.0%
Age				
2025 Est. Population Under 10 Years	13.2%	13.2%	13.2%	13.0%
2025 Est. Population 10 to 19 Years	17.2%	17.3%	17.1%	16.6%
2025 Est. Population 20 to 29 Years	13.3%	13.1%	12.9%	12.4%
2025 Est. Population 30 to 44 Years	17.2%	16.9%	17.2%	17.5%
2025 Est. Population 45 to 59 Years	14.5%	14.8%	14.9%	15.2%
2025 Est. Population 60 to 74 Years	15.8%	15.9%	16.1%	16.8%
2025 Est. Population 75 Years or Over	8.9%	8.8%	8.7%	8.6%
2025 Est. Median Age	34.6	34.8	35.1	36.0
Marital Status & Gender				
2025 Est. Male Population	54.9%	55.7%	55.8%	55.9%
2025 Est. Female Population	45.1%	44.3%	44.2%	44.1%
2025 Est. Never Married	28.2%	29.9%	29.4%	28.5%
2025 Est. Now Married	48.4%	46.6%	47.3%	48.8%
2025 Est. Separated or Divorced	17.5%	16.5%	16.3%	15.8%
2025 Est. Widowed	5.8%	7.1%	7.0%	6.9%
Income				
2025 Est. HH Income \$200,000 or More	3.9%	4.1%	4.2%	4.2%
2025 Est. HH Income \$150,000 to \$199,999	2.0%	2.1%	2.4%	3.0%
2025 Est. HH Income \$100,000 to \$149,999	10.1%	10.7%	10.8%	11.2%
2025 Est. HH Income \$75,000 to \$99,999	13.4%	16.0%	16.0%	15.9%
2025 Est. HH Income \$50,000 to \$74,999	20.1%	19.5%	19.9%	20.4%
2025 Est. HH Income \$35,000 to \$49,999	20.0%	17.7%	17.4%	17.0%
2025 Est. HH Income \$25,000 to \$34,999	9.6%	8.6%	8.5%	8.5%
2025 Est. HH Income \$15,000 to \$24,999	13.7%	13.5%	13.0%	12.2%
2025 Est. HH Income Under \$15,000	7.2%	7.8%	7.8%	7.7%
2025 Est. Average Household Income	\$67,845	\$70,900	\$71,704	\$72,857
2025 Est. Median Household Income	\$49,026	\$52,676	\$53,431	\$54,510
2025 Est. Per Capita Income	\$26,723	\$28,273	\$28,596	\$29,142
2025 Est. Total Businesses	128	274	283	291
2025 Est. Total Employees	1,311	2,761	2,846	2,882

Full Profile

2010-2020 Census, 2025 Estimates with 2030 Projections
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 39.555/-97.6579

2200 Lincoln St Concordia, KS 66901	1 mi radius	3 mi radius	5 mi radius	10 mi radius
Race				
2025 Est. White	89.9%	89.9%	90.2%	90.8%
2025 Est. Black	2.3%	2.4%	2.3%	2.2%
2025 Est. Asian or Pacific Islander	1.2%	1.1%	1.1%	1.1%
2025 Est. American Indian or Alaska Native	0.4%	0.5%	0.5%	0.4%
2025 Est. Other Races	6.2%	6.1%	5.9%	5.5%
Hispanic				
2025 Est. Hispanic Population	131	277	282	296
2025 Est. Hispanic Population	5.3%	5.5%	5.3%	4.9%
2030 Proj. Hispanic Population	5.8%	6.2%	5.9%	5.4%
2020 Hispanic Population	4.5%	4.5%	4.4%	4.1%
Education (Adults 25 & Older)				
2025 Est. Adult Population (25 Years or Over)	1,528	3,077	3,305	3,823
2025 Est. Elementary (Grade Level 0 to 8)	1.9%	1.6%	1.6%	1.4%
2025 Est. Some High School (Grade Level 9 to 11)	3.3%	3.4%	3.4%	3.4%
2025 Est. High School Graduate	34.1%	31.5%	31.4%	31.5%
2025 Est. Some College	25.3%	25.5%	25.3%	25.2%
2025 Est. Associate Degree Only	14.9%	15.1%	15.3%	15.3%
2025 Est. Bachelor Degree Only	12.2%	14.1%	14.3%	14.5%
2025 Est. Graduate Degree	8.4%	8.8%	8.7%	8.6%
Housing				
2025 Est. Total Housing Units	1,246	2,557	2,716	3,088
2025 Est. Owner-Occupied	48.2%	46.8%	48.1%	50.4%
2025 Est. Renter-Occupied	28.0%	28.9%	28.0%	26.2%
2025 Est. Vacant Housing	23.8%	24.3%	23.9%	23.4%
Homes Built by Year				
2025 Homes Built 2010 or later	2.3%	2.9%	3.0%	3.1%
2025 Homes Built 2000 to 2009	1.6%	2.0%	2.3%	2.8%
2025 Homes Built 1990 to 1999	2.9%	2.5%	2.5%	2.6%
2025 Homes Built 1980 to 1989	5.3%	6.3%	6.2%	6.0%
2025 Homes Built 1970 to 1979	11.6%	11.7%	11.5%	11.1%
2025 Homes Built 1960 to 1969	14.2%	12.2%	11.7%	10.8%
2025 Homes Built 1950 to 1959	15.9%	13.2%	12.9%	12.2%
2025 Homes Built Before 1949	22.3%	25.0%	26.0%	28.0%
Home Values				
2025 Home Value \$1,000,000 or More	-	-	-	0.2%
2025 Home Value \$500,000 to \$999,999	0.9%	1.4%	1.5%	1.7%
2025 Home Value \$400,000 to \$499,999	0.8%	1.2%	1.5%	1.9%
2025 Home Value \$300,000 to \$399,999	5.8%	5.2%	5.6%	6.1%
2025 Home Value \$200,000 to \$299,999	3.1%	3.5%	4.1%	5.1%
2025 Home Value \$150,000 to \$199,999	18.1%	22.9%	21.9%	19.8%
2025 Home Value \$100,000 to \$149,999	18.8%	16.6%	16.5%	16.1%
2025 Home Value \$50,000 to \$99,999	37.0%	34.2%	33.7%	32.7%
2025 Home Value \$25,000 to \$49,999	12.5%	11.4%	11.2%	11.4%
2025 Home Value Under \$25,000	3.0%	3.5%	4.0%	5.0%
2025 Median Home Value	\$112,385	\$117,297	\$116,760	\$113,956
2025 Median Rent	\$555	\$574	\$572	\$566

Full Profile

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Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 39.555/-97.6579

2200 Lincoln St Concordia, KS 66901	1 mi radius	3 mi radius	5 mi radius	10 mi radius
Labor Force				
2025 Est. Labor Population Age 16 Years or Over	1,928	3,874	4,134	4,723
2025 Est. Civilian Employed	59.6%	60.6%	60.9%	61.1%
2025 Est. Civilian Unemployed	3.0%	3.8%	3.6%	3.3%
2025 Est. in Armed Forces	-	-	-	-
2025 Est. not in Labor Force	37.4%	35.7%	35.5%	35.5%
2025 Labor Force Males	55.1%	55.6%	55.7%	55.9%
2025 Labor Force Females	44.9%	44.4%	44.3%	44.1%
Occupation				
2025 Occupation: Population Age 16 Years or Over	1,149	2,346	2,516	2,887
2025 Mgmt, Business, & Financial Operations	10.6%	11.6%	12.5%	14.0%
2025 Professional, Related	22.2%	23.5%	23.0%	22.2%
2025 Service	19.8%	18.5%	18.3%	17.7%
2025 Sales, Office	18.1%	18.7%	18.3%	17.7%
2025 Farming, Fishing, Forestry	6.5%	5.0%	5.1%	5.3%
2025 Construction, Extraction, Maintenance	11.3%	12.1%	11.9%	11.4%
2025 Production, Transport, Material Moving	11.5%	10.6%	11.0%	11.7%
2025 White Collar Workers	51.0%	53.8%	53.8%	53.9%
2025 Blue Collar Workers	49.0%	46.2%	46.2%	46.1%
Transportation to Work				
2025 Drive to Work Alone	83.5%	84.4%	84.3%	83.8%
2025 Drive to Work in Carpool	5.9%	5.8%	6.0%	6.6%
2025 Travel to Work by Public Transportation	0.6%	0.5%	0.5%	0.4%
2025 Drive to Work on Motorcycle	-	-	-	-
2025 Walk or Bicycle to Work	7.0%	4.7%	4.4%	4.2%
2025 Other Means	1.3%	1.1%	1.1%	1.0%
2025 Work at Home	1.6%	3.6%	3.7%	4.0%
Travel Time				
2025 Travel to Work in 14 Minutes or Less	78.0%	75.7%	72.8%	68.1%
2025 Travel to Work in 15 to 29 Minutes	9.1%	10.2%	11.9%	14.7%
2025 Travel to Work in 30 to 59 Minutes	9.2%	10.8%	11.6%	13.0%
2025 Travel to Work in 60 Minutes or More	3.7%	3.2%	3.6%	4.3%
2025 Average Travel Time to Work	8.5	9.2	9.8	10.8
Consumer Expenditure				
2025 Est. Total Household Expenditure	\$73.52 M	\$153.53 M	\$165.25 M	\$191.22 M
2025 Est. Apparel	\$1.39 M	\$2.89 M	\$3.1 M	\$3.58 M
2025 Est. Contributions, Tax and Retirement	\$15.34 M	\$32.96 M	\$35.81 M	\$41.99 M
2025 Est. Education	\$1.58 M	\$3.32 M	\$3.58 M	\$4.15 M
2025 Est. Entertainment	\$4.31 M	\$8.97 M	\$9.64 M	\$11.11 M
2025 Est. Food, Beverages, Tobacco	\$9.88 M	\$20.34 M	\$21.77 M	\$24.95 M
2025 Est. Health Care	\$6.08 M	\$12.47 M	\$13.35 M	\$15.35 M
2025 Est. Household Furnishings and Equipment	\$1.95 M	\$4.08 M	\$4.38 M	\$5.06 M
2025 Est. Household Operations, Shelter, Utilities	\$18.05 M	\$37.46 M	\$40.01 M	\$45.66 M
2025 Est. Miscellaneous Expenses	\$1.27 M	\$2.64 M	\$2.84 M	\$3.28 M
2025 Est. Personal Care	\$1.07 M	\$2.2 M	\$2.35 M	\$2.69 M
2025 Est. Transportation	\$12.6 M	\$26.22 M	\$28.42 M	\$33.39 M

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This database was last updated on 1/7/2026 at 3:36 PM

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Parcel Details for 015-082-04-0-30-14-003.01-0 - Printer Friendly Version

Quick Reference #: R5271

Owner Information

Owner's Name: RARIE LLC
Mailing Address: PO Box 308
Geneva, NE 68361

Property Address

Address: 2200 Lincoln St
Concordia, KS 66901

General Property Information

Property Class: Agricultural Use - A
Living Units:
Zoning:
Neighborhood: 153
Taxing Unit: CONCORDIA CITY 003

Deed Information

Document #	Document Link
D166-998+	View Deed Information
D158-678+	View Deed Information
D153-439	View Deed Information

Neighborhood / Tract Information

Neighborhood:	153
Tract:	Section: 04 Township: 06 Range: 03
Tract Description:	S04, T06, R03, ACRES 0.99, TR BEG 548' S & 49.1' W OF NE COR OF S2 SW4; TH S 679.56', W 140', N 679.56', E 140' TO POB EXC N 218' OF SAID TRACT & EXC S 184'
Acres:	0.99
Market Acres:	0.00

Land Based Classification System

Function:	Farming / ranch land (no improvements)
Activity:	Farming, plowing, tilling, harvesting, or related activities
Ownership:	Private-fee simple
Site:	Developed site - crops, grazing, forestry, etc.

Property Factors

Topography:	Below Street - 3	Parking Type:	On and Off Street - 3
Utilities:	All Public - 1	Parking Quantity:	Adequate - 2
Access:	Paved Road - 1	Parking Proximity:	On Site - 3
Fronting:	Major Strip or CBD - 1	Parking Covered:	
Location:	Major Strip - 4	Parking Uncovered:	

Appraised Values

Tax Year	Property Class	Land	Building	Total
2025	Agricultural Use - A	130	00	130

Market Land Information [Information Not Available]

Residential Information [Information Not Available]

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AUCTION

Residential Information [Information Not Available]

Commercial Information [Information Not Available]

Other Building Improvement Information [Information Not Available]

Agricultural Information

Agricultural Land

Land Type:	Tame Grass - TG	Irrig. Type:		Adjust Code:		Use Value:	90
Acres:	0.70	Well Depth:		Govt. Prgm:		Market Value:	1,860
Soil Unit:	3868	Acre Feet:		Base Rate:	127		
		Acre Feet/Ac:		Adjust Rate:	127		
Land Type:	Tame Grass - TG	Irrig. Type:		Adjust Code:		Use Value:	40
Acres:	0.29	Well Depth:		Govt. Prgm:		Market Value:	770
Soil Unit:	3874	Acre Feet:		Base Rate:	127		
		Acre Feet/Ac:		Adjust Rate:	127		

Agricultural Land Summary

Tame Grass - TG Acres:	0.99	Total Land Acres:	0.99
		Total Land Use Value:	130
		Total Land Mkt Value:	2,630

[This parcel record was last updated on 1/9/2026 at 6 am.](#)

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Version: 3.0.1.10 : 09/26/2024

PROPERTY TAX INFORMATION



Database was last updated on 01/09/2026

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Tax Statement Details

Type	CAMA Number	Tax Identification
RL	082 04 0 30 14 003 01 0 01	003-CC2688A1

Owner ID RARI00001 RARIE LLC

Taxpayer ID RARI00001 RARIE LLC

Situs Address: 2200 LINCOLN; 66901

Subdivision	Block	Lot(s)	Section 4	Township6	Range 3
Tract 1 CC2688A1					

[Current Taxes](#)

[Current Real Estate Detail](#)

[Print Friendly Version](#)

Statement # 0006183

Details

Total Assessed Value:	\$39.00
Total Mill Levy:	200.29500

General Tax:	\$7.82
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Specials:	\$0.00
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Total Tax:	\$7.82
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Received To Date:	\$0.00
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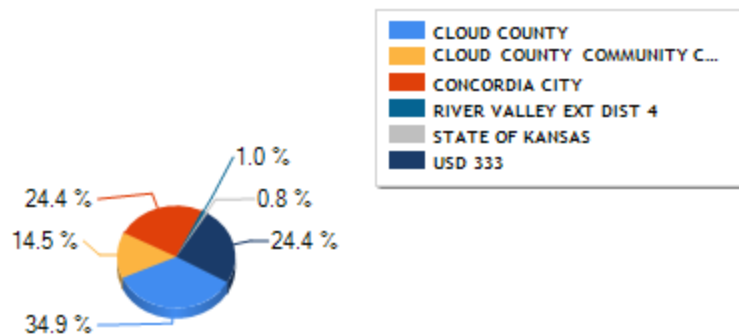
Balance:	\$7.82
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Interest To Date:	\$0.00
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Fees:	\$0.00
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Total Due:	\$7.82
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Taxes by Tax Districts



Receipt Information

Receipt #	Date	Tax Year	Tax	Int/Fee
------------------	-------------	-----------------	------------	----------------

For delinquent tax pay off amount contact Cloud County Treasurer 811 Washington Concordia, KS 66901, (785) 243-8115.

[Back To Search Results](#)

[Back To Search Criteria](#)

PROPERTY TAX INFORMATION



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Tax History Information

Type RL **CAMA Number** 082 04 0 30 14 003 01 0 01 **Tax Identification** 003-CC2688A1

Owner ID RARI00001RARIE LLC

Taxpayer ID RARI00001RARIE LLC

Situs Address: 2200 LINCOLN; 66901

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

Subdivision **Block** **Lot(s)** **Section 4** **Township6** **Range 3**
Tract 1 CC2688A1

[Print Friendly Version](#)

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2024	RARI00001	0007821	001			0.00	6.52	0.00	0.00	Yes	Yes
2023	RARI00001	0002490	001			0.00	6.40	0.00	0.00	Yes	Yes
2022	RARI00001	0003912	001			0.00	6.42	0.00	0.00	Yes	Yes
2021	RARI00001	0003026	001			0.00	6.14	0.00	0.00	Yes	Yes
2020	MSMT00000	0003841	001			0.00	6.14	0.00	0.00	Yes	Yes

Click on underlined tax year to see payment detail.

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

** - Specials payoff amount for current year only.

For delinquent tax pay off amount contact Cloud County Treasurer 811 Washington Concordia, KS 66901, (785) 243-8115.

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INVOICE

Billed To:

██████████
████████████████████

DATE: 4/11/2023
INVOICE #: INV00263
DUE DATE: 5/11/2023
TOTAL DUE: 55,000.00

CUSTOMER ACCOUNT # : ██████████

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
CAPITAL IMPROVEMENT PROJECT	1.00	55,000.00	55,000.00
██████████ WATERLINE EXTENSION			
TOTAL THIS INVOICE			55,000.00

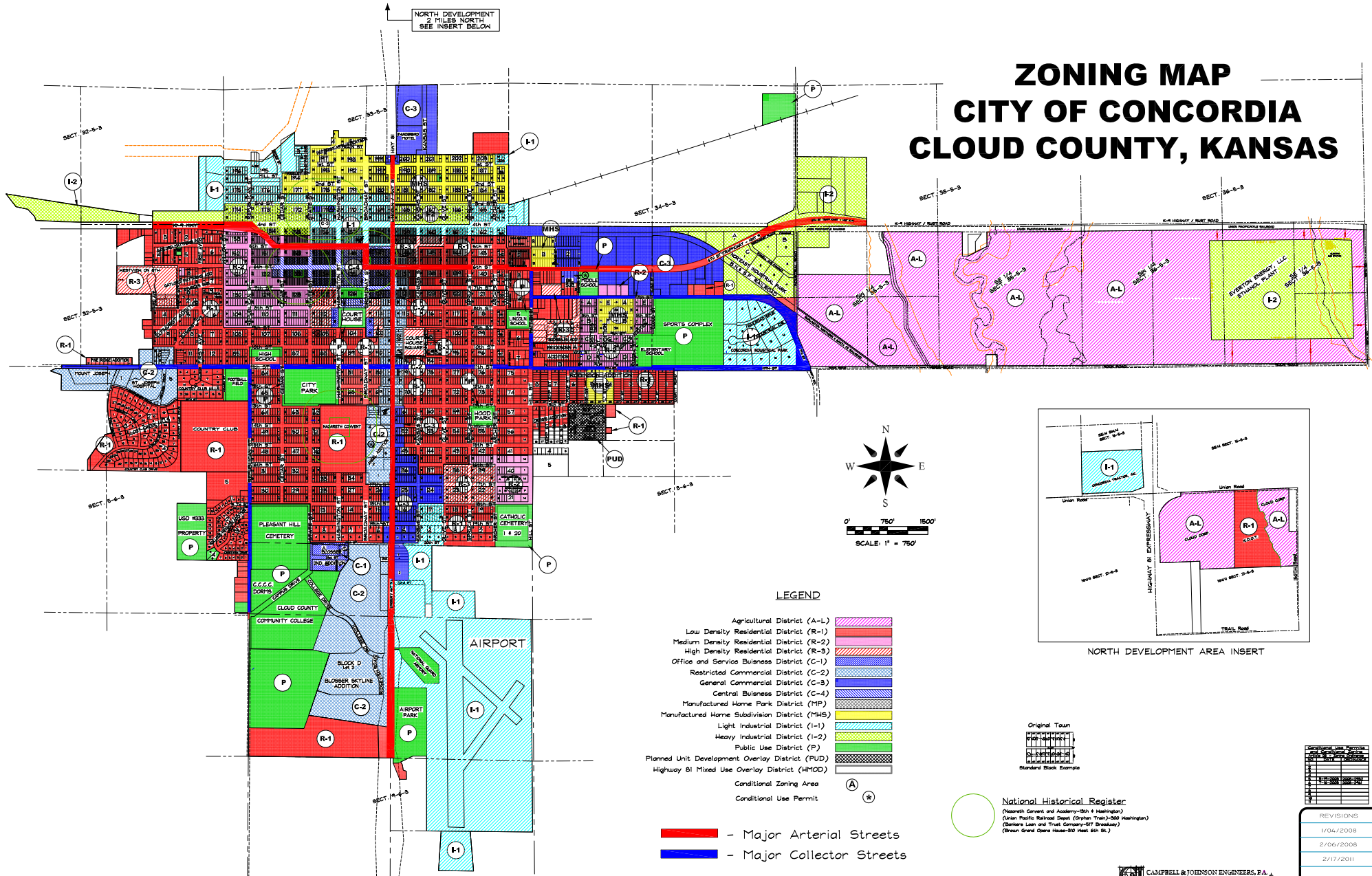
For questions, contact City Hall at 785-243-2670.

REMIT TO:

Concordia, KS
PO Box 603
Concordia, KS 66901

A copy of this invoice should accompany your check. Thank you!

ZONING MAP CITY OF CONCORDIA CLOUD COUNTY, KANSAS





Commitment Cover Page

Order Number: **3171516**

Delivery Date: **01/13/2026**

Property Address: **2200 Lincoln St., Concordia, KS 66901**

For Closing Assistance

Jacqua Askren
213 W. 6th Street
Suite B
Concordia, KS 66901
Office: (785) 243-3545
jaskren@security1st.com

Kayla Sicard
213 W. 6th Street
Suite B
Concordia, KS 66901
Office: (785) 243-3545
ksicard@security1st.com

For Title Assistance

Security 1st Title - Concordia
213 W. 6th Street
Suite B
Concordia, KS 66901
Office: (785) 243-3545
concordia@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

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Title Fee Invoice

Date:	01/13/2026	Buyer(s):	A Legal Entity, to be determined
Order No.:	3171516	Seller(s):	RARIE LLC, a Nebraska limited liability company
Issuing Office:	Jacqua Askren Security 1st Title 213 W. 6th Street Suite B Concordia, KS 66901	Property Address:	2200 Lincoln St., Concordia, KS 66901

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$355.00
	Total \$355.00
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.

Vesting Documents:

[Cloud county recorded 10/28/2021 at book D166 page 998](#)

Tax Information:

[082-04-0-30-14-003.01-0](#)

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First American Title™

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)**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.

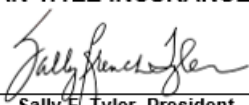
COMMITMENT TO ISSUE POLICY

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: _____


 Sally F. Tyler, President

By: _____


 Lisa W. Cornehl, Secretary
Issuing Agent: Security 1st Title, LLC**Security 1st Title**
Security 1st Title - Concordia
(785) 243-3545
concordia@security1st.com

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First American Title™

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	213 W. 6th Street Suite B Concordia, KS 66901	Title Contact:	Security 1st Title - Concordia (785) 243-3545 concordia@security1st.com
ALTA Universal ID:	0001150		
Loan ID Number:			
Commitment No.:	KS-C3171516		
Property Address:	2200 Lincoln St., Concordia, KS 66901		

SCHEDULE A

1. Commitment Date:

01/06/2026 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, to be determined

The estate or interest to be insured: Fee Simple

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

Fee Simple

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

RARIE LLC, a Nebraska 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

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Commitment No.: KS-C3171516

Exhibit A

A tract of land located in the South Half of the Southwest Quarter of Section 4, Township 6 South, Range 3 West of the 6th Principal Meridian in the City of Concordia, Cloud County, Kansas, being described by Jason P. Johnson, Professional Surveyor #1410, on October 1, 2021, and is more fully described as follows:

Beginning at a point that is 284.13 feet North and 50.50 feet West of the Southeast corner of said Southwest Quarter being located on the West right of way line of Highway 81 and also being the Northeast corner of Lot 1, Block A, College Drive Park; thence on an assumed bearing of N 89°20'02" W along the North line of said Lot 1 a distance of 140.00 feet to the Northwest corner of said Lot 1; thence N 00°07'58" E along the East line of Lot 1, Block B, College Drive Park a distance of 280.00 feet; thence S 89°20'02" E a distance of 140.00 feet to a point on said West right of way line; thence S 00°07'58" W along said right of way line a distance of 280.00 feet to the Point of Beginning; Said tract is subject to easements, reservations and restrictions of record.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **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: 2025

Full Amount: \$7.82, Not Paid

Tax Parcel Number: 082-04-0-30-14-003.01-0

6. **Rarie, 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.

7. **File a release of Mortgage dated October 28, 2021, recorded October 28, 2021, as Book M232 at pages [3290-3302](#), made by Rarie, LLC, a Nebraska limited liability company, to York State Bank, in the amount of \$200,000.00.**
8. **File a Warranty Deed from RARIE LLC, a Nebraska limited liability company to A Legal Entity, to be determined.**
9. **Provide this company with a properly completed and executed Owner's Affidavit.**

10. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

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

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

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

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

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

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2025, and subsequent years, the 2025 taxes are delinquent.**
8. **Subject to existing road, street or highway rights of way.**
9. **Sewer easement granted to City of Concordia, as set forth in the instrument filed December 7, 1954 in Book Z11 at pages [312-14](#).**
10. **Utility easement granted to the City of Concordia, as set forth in the instrument filed March 28, 1989 in Book Z65 at pages [419-22](#).**
11. **Inundation Easement granted to the City of Concordia, as set forth in the instrument filed August 22, 2013 in Book Z104 at pages [944-46](#).**
12. **Driveway Easement between T & C Enterprises Inc. and MSMT, LLC as set forth in the instrument filed May 2, 2019 in Book Z110 at pages [461-63](#).**
13. **Driveway Easement between MSMT, LLC and T & C Enterprises Inc as set forth in instrument filed May 2 2019 in Book Z110 at pages [464-68](#).**
14. Rights or claims of parties in possession not shown by the public records.
15. **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.**

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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this Commitment.

5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

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

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First American Title™

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.

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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.

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PRIVACY POLICY

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

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

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

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

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

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

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us 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.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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

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SEWER RIGHT-OF-WAY CONTRACT

State of Kansas, Cloud County, ss:

This instrument was filed for record on the 7 day of Dec, A.D., 1954 at 2:15 o'clock P.M., and duly recorded in Vol. 11-unc at page 312-14
* Delia Thibault Register of Deeds.

THIS CONTRACT, Made this 26th day of November, 1954, by and between Ralph J. Dinning and Vivian C. Dinning, husband and wife, Chas. H. Blosser and Isabell Blosser, husband and wife, Walter F. Whitebread and Nadine Whitebread, husband and wife, and Loyd Blosser and Bess Blosser, husband and wife, parties of the first part, hereinafter called the owners, and the City of Concordia, Kansas, party of the second part, hereinafter called the City,

WITNESSETH, That, whereas, on October 25, 1948, the said Chas. H. Blosser and Isabell Blosser, husband and wife, made, executed and delivered to the City their certain Consent to Right-of-Way for Sewer along a certain line described therein, which said instrument was thereafter recorded at page 350 of volume 3 of the miscellaneous records in the office of the register of deeds of Cloud County, Kansas; and, whereas, the City has not actually constructed a sewer in and upon said land but proposes to now construct a sanitary sewer along a line approximately the same as but slightly different from that described in said instrument of October 25, 1948; and, whereas, in order that the City may have a proper easement and right-of-way for the presently proposed line, it is necessary that said former instrument be released, revoked, canceled and set aside, and a new easement granted:

NOW, THEREFORE, It is by the parties hereto mutually understood, promised and agreed that:

The said Consent to Right-of-Way for Sewer bearing date of October 25, 1948, is released, revoked, canceled and set aside, and the City hereby quitclaims to the owners above named, in the same manner and in the same shares or proportions as said owners hold title, all of the City's rights, title and interest in and to the real estate described in said Consent to Right-of-Way for Sewer.

The owners do hereby give and grant to the City a perpetual sewer easement through and across the hereinafter described portion of their real estate located in

The Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4) in Township Six (6) South, Range Three (3) West of the Sixth Principal Meridian, in Cloud County, Kansas,

with the right to enter and re-enter with all necessary personnel and equipment to lay and forever maintain a sanitary sewer in, through and upon a strip of land 50 feet wide, being 25 feet on each side of a line described as follows:

Beginning at a point 548 feet south of the north line of the southeast quarter of the southwest quarter and 186.7 feet west of the present centerline of U. S. Highway No. 81, and running thence in a southerly direction a distance of 185.5 feet to a point 163.3 feet west of the

centerline of said U. S. Highway No. 81,
and thence south a distance of 182.5
feet, more or less, to a point 163.3 feet
west of the centerline of said U. S. High-
way No. 81 and 1222 feet south of the north
line of said southeast quarter of the south-
west quarter of section four.

The city may so lay and maintain said sewer with-
out payment of any kind to the owners, their respective heirs
or assigns, except that any and all written agreements and
contracts heretofore existing with reference to the owners'
rights to connect with and use the sewer shall remain in
force and effect, and except that the City covenants that
it will replace and level all earth moved in laying and main-
taining the sewer and will pay the owners for any actual dam-
age done to the growing trees, grass or other vegetation.

I, I WITNESS WHEREOF, The parties hereto have executed
this instrument in duplicate as of the date first above written.

Ralph J. Dinning
(Ralph J. Dinning)

Vivian C. Dinning
(Vivian C. Dinning)

Chas. H. Blosser
(Chas. H. Blosser)

Isabell Blosser
(Isabell Blosser)

Walter F. Whitebread
(Walter F. Whitebread)

Nadine Whitebread
(Nadine Whitebread)

Loyd Blosser
(Loyd Blosser)

Bess Blosser
(Bess Blosser)

The City of Concordia, Kansas,

By J. C. Neal
Mayor

(Seal)

Attest:

John J. Whitney
City Clerk

State of Kansas,

ss.

County of Clatsop,

Be It Remembered, That on this 6 day of
Dec, 1954, before me, the undersigned, a
notary public in and for said county and state, personally

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came Ralph J. Dinning and Vivian C. Dinning, husband and wife, Chas. H. Blosser and Isabell Blosser, husband and wife, Walter F. Whitebread and Madine Whitebread, husband and wife, and Loyd Blosser and Bess Blosser, husband and wife, to me known to be the persons who signed the foregoing Sewer Right-of-Way Contract and they duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal on the date last above written.


Clarence Paulsen
Notary Public

My notarial commission expires June 7, 1955.

State of Kansas,
ss.
County of Cloud,

De It Remembered, That on this 6th day of December, 1954, before me, the undersigned, a notary public in and for said county and state, came J. L. Neal, as mayor of the City of Concordia, Kansas, and also came John J. Whitney, as city clerk of said city, to me known to be the said officers of said city and the persons who executed as such officers for and on behalf of said city the above Sewer Right-of-Way Contract, and the said Mayor acknowledged the execution of the same and the said City Clerk acknowledged the attestation of the same as such officers and as the act of said city.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal on the date last above written.

Clarence Paulsen
Notary Public

My notarial commission expires June 7, 1955.

LAW OFFICES OF
PAULSEN, BUECHEL, SWENSON, URI & BREWER

CHARTERED
613 WASHINGTON - P. O. BOX 327
CONCORDIA, KANSAS 66901-0327

FRANK C. BALDWIN (1891-1976)
CLARENCE PAULSEN (OF COUNSEL)
DEAN L. GIBSON (1925-1965)
WILLIAM B. BUECHEL
DAVID D. SWENSON
LAWRENCE R. URI, JR.
DANA BREWER

TELEPHONE
AREA CODE 913
243-3790

February 10, 1989

Mr. Richard U. Nienstedt
Concordia City Manager
City Hall
Concordia, Kansas 66901

State of Kansas, Cloud County, ss:
This instrument was filed for record on the 28 day of
March A.D. 1989 at 2:15 o'clock
X P M., and duly recorded in Vol. 65-1000 of page 419-22
Lois Duewell Register of Deeds
Lois Duewell Fee \$12.00

Re: Shady Lake Motel Easement

Dear Mr. Nienstedt:

This letter will confirm our phone conversation of February 9, 1989. Please also refer to Mr. David Retter's letter of February 3, 1989, and my letter in response to him of February 6, 1989, regarding the "Blosser Easement." It is my understanding, however, that the property which the city seeks to acquire an easement over actually belongs to the Shady Lake Motel owners who are Nadine Whitebread, Loyd Blosser, Charley Blosser and Isabell Blosser.

Those individuals have agreed in principal to the latest proposal by Mr. Retter on behalf of the city to add to the prior cash offer of \$2,000.00, pursuant to Mr. Retter's letter of February 3, 1989, an additional \$610.00 in cash to cover the \$600.00 hookup fee for a one inch meter and \$10.00 city inspection fee.

Very truly yours,

PAULSEN, BUECHEL, SWENSON,
URI & BREWER, CHARTERED

By David D. Swenson
David D. Swenson

DDS/js

cc: Mr. and Mrs. Chas. H. Blosser
Mr. David E. Retter

Letter of Understanding

UTILITY EASEMENT

The following named persons:

Nadine Whitebread, a single woman; and Charles H. Blosser and Isabell Blosser, husband and wife; and Loyd Blosser and Dorothy Blosser, husband and wife; all d/b/a/ Shady Lake Motel, (hereinafter, collectively referred to as "grantors");

owners of land including that hereinafter described, in consideration of the payment by the City of Concordia, Kansas, a municipal corporation, of the sum of Two Thousand Six Hundred and Ten Dollars and No Hundredths (\$2,610.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby convey to the City of Concordia, Kansas, a municipal corporation, a permanent utility easement in, upon, over, across and under the following described real estate:

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Six (6) South, Range Three (3) West of the 6th P.M., in Cloud County, Kansas, more particularly described as follows:

Beginning at a point on the West right-of-way line of U.S. 81 Highway, said point being 104.9 feet North and 50.3 feet West of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Six (6) South, Range Three (3) West of the 6th P.M., in Cloud County, Kansas; thence Northwest 42.4 feet to a point 30 feet West and 30 feet North of the point of beginning; thence North 105 feet; thence East 30 feet to the existing Highway right-of-way; thence South along the Highway right-of-way 135 feet to the point of beginning. Containing 0.08 acres, more or less;

together with rights of ingress and egress for purposes of this easement, by such route or routes as shall occasion the least damage and inconvenience to grantors.

1. Grantors warrant that they own the above described real estate, and are solely entitled to receive compensation for the easement granted hereby.

2. This easement is granted for purposes of exercising within the boundaries of the same all powers conferred upon grantee by law for purposes of improving, constructing, maintaining, repairing, operating, altering and otherwise using a manhole and other storm-water drainage improvements, structures and appurtenances which constitute a portion of the city's storm-water drainage system.

3. Grantors shall not construct any building, fence, or other structure, pavement or other surfacing on the easement. Grantor shall make no use of the surface of the easement granted hereby inconsistent with or interfering with grantee's full enjoyment of the rights granted hereby.

4. This easement is permanent, and shall run with the land. This indenture shall bind and benefit the parties, and their respective legal representatives, successors, heirs and assigns.

ADJ-SER

430

State of Arizona,
County of Maricopa, ss:

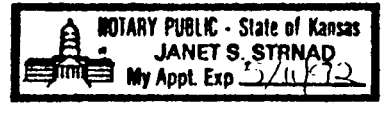
This instrument was acknowledged before me this 10
day of March, 1989, by Loyd Blosser and Dorothy
Blosser, husband and wife.

Becky Alcocer
Notary Public Becky Alcocer

My commission expires: _____

State of Kansas,
County of Cleveland, ss:

This instrument was acknowledged before me this 17th
day of March, 1989, by Nadine Whitebread,
a single woman.



Janet S. Strnad
Notary Public

My commission expires: _____

*Judy Lambert*

Date Recorded: 8/22/2013 2:45:28 PM

INUNDATION EASEMENT

For and in consideration of One Dollar (\$1.00) and other and valuable consideration, the receipt of which is hereby acknowledged, MSMT, LLC, a Kansas limited liability company, does hereby grant, bargain, sell, and convey unto the City of Concordia, Kansas, a municipal corporation, (the City), its successors and assigns, a perpetual and assignable right and easement to allow the temporary retention of flood water from time to time in, over and upon the following described real estate situated in Concordia, Cloud County, Kansas,

A tract of land in the Southwest Quarter (SW/4) of Section Four (4), Township Six (6) South, Range Three (3) West of the 6th PM in the City of Concordia, Cloud County, Kansas lying at or below elevation 1426.20 Mean Sea Level, more fully described as:

Commencing at a point on the West right of way line of U.S. Highway 81, which is 100.13 feet North and 50.26 West of the Southeast corner of the SW/4 of Section 4-6-3; thence North 89 Degrees 20 Minutes 02 Seconds West for a distance of 140.00 feet; thence North 00 Degrees 07 Minutes 58 Seconds East parallel with the West right of way line of Highway 81 for a distance of 184.00 feet to the point of beginning; thence continuing North 00 Degrees 07 Minutes 58 Seconds East for a distance of 232.00 feet; thence South 14 Degrees 24 Minutes 06 Seconds East for a distance of 22.24 feet; thence South 03 Degrees 52 Minutes 41 Seconds East for a distance of 124.66 feet; thence South 09 Degrees 53 Minutes 54 Seconds East for a distance of 49.74 feet; thence South 24 Degrees 17 Minutes 26 Seconds East for a distance of 41.20 feet; thence North 89 Degrees 20 Minutes 02 Seconds West for a distance of 40.00 feet to the point of beginning. Containing an area of 0.08 acres, or 3,382 square feet, more or less.

FOR THE PURPOSE OF permitting the flowage and temporary detention of waters in, over, upon or through the above-described tract as a result of the detention of water by a certain flood control structure to be built approximately adjacent to and east of the above-described tract, as shown on the attached Exhibit A.

1. In the event construction of the said flood control structure or a substantially similar structure is not commenced within ten years from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of MSMT, LLC, its successors and assigns.

2. There is reserved to MSMT, LLC, its heirs and assigns, the right and privilege to use the above-described tract at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the City, its successors and assigns, of the rights and privileges herein granted.

3. By accepting this easement, the City obligates itself and undertakes that in the event the above-described tract is flooded as a result of detention of water by the

above-described flood control structure, at such time as the flood waters recede the City will promptly clean any debris that has been deposited on the above-described tract by the flood waters.

4. By accepting this easement, the City undertakes that in the course of construction of the flood control project, the City will fill the above-described real estate with dirt properly compacted and graded to an elevation exceeding 1426.20 Mean Sea Level, so as to make the said tract available for commercial development. This undertaking is contingent upon whether the required quantity of dirt remains within the construction site after (a) the completion of the dam and related structures that are required for flood control purposes, and (b) the fulfillment of the City's existing commitment to provide dirt from the flood control area to prepare an area along College Drive adjacent to Cloud County Community College for future use as a parking lot, and (c) the fulfillment of the City's undertaking to provide dirt from the flood control area to fill, compact and grade the adjoining tract owned by MSMT, LLC to an elevation exceeding 1426.20 Mean Sea Level.

5. Nothing in this easement shall prevent MSMT, LLC or its successors and assigns from raising the level of the tract or constructing or installing structures to prevent or inhibit the flow or detention of flood waters onto the above-described tract, whether from the above-described flood control structure or otherwise.

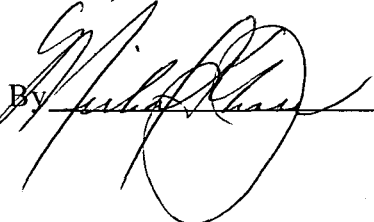
6. MSMT, LLC and its successors and assigns shall hold the City harmless from any claim or liability with respect to any damage to any improvement now or hereafter installed, grown, or constructed on the tract first above described, by MSMT, LLC or its successors or assigns, that is or may be caused by the temporary detention of waters in, over, upon or through the above-described tract as a result of the detention of water by the above-described flood control structure.

7. For informational purposes and not as way of limitation, as now designed, the top of dam Mean Sea Elevation is 1426.20 feet, and the top of spillway Mean Sea Elevation is 1422.1 feet; said elevation may vary from this upon final design and construction.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above-described tract, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto the City, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year shown below.

MSMT, LLC.

By  _____

Date 8-16-13 _____

STATE OF KANSAS

SS:

COUNTY OF RP

The foregoing instrument was acknowledged before me this 16TH day of August, 2013, by Michael E. Johnson as a managing member of MSMT, LLC, a Kansas limited liability company, on behalf of the LLC.

Mark A. Post

Notary Public



EASEMENT APPURTENANT

T & C, Enterprises, Inc., a Kansas Corporation, duly organized and existing under and by virtue of the laws of the State of Kansas, as owner of the real estate described below (the "Grantor"), for one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, conveys to MSMT, LLC, a Kansas Limited Liability Company, having its principal place of business in Cloud County, Kansas (the "Grantee"), a permanent public access easement, appurtenant to Grantee's adjacent property, in, upon, across, and under the following described real estate:

The North Seventeen Feet, Six Inches (17.50') of the following described tract:

(See attached "Exhibit A")

together with rights of ingress and egress for purposes of this easement.

This easement is granted for the purpose of exercising within the boundaries of the above described real estate all powers conferred upon Grantee by law to provide for public access to Grantee's adjoining real estate, and to construct, maintain, repair, operate, alter, relocate, and otherwise use driveway(s), sidewalk(s), street(s), or other appropriate structures to provide for convenient public access.

Grantor shall make no use of the surface of the easement granted hereby inconsistent with or interfering with Grantee's full enjoyment of the rights granted hereby. This easement is permanent, and shall run with the land. This indenture shall bind and benefit the parties, and their respective legal representatives, successors, heirs and assigns.

Dated this 17th day of April, 2019.

IN WITNESS WHEREOF, T & C, Enterprises, Inc., a Kansas Corporation has caused this Easement Appurtenant to be signed on its behalf by its President, thereunto duly authorized so to do, as of the day and year last above written.

T & C Enterprises, Inc

By:  Pres
Timothy S. Parker, President



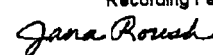
JANA ROUSH
REGISTER OF DEEDS - CLOUD COUNTY KANSAS

Book: Z110 Page: 461-463

Receipt #: 39086

Pages Recorded: 3

Recording Fee: \$55.00


Date Recorded: 5/2/2019 1:17:47 PM

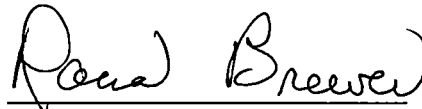
State of Kansas,

SS:

County of Cloud,

BE IT REMEMBERED, that on this 17th day of April, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Timothy S. Parker, President of T & C Enterprises, Inc., a Kansas Corporation, duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such President, and who is personally known to me to be the same person who executed, as such President, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Notary Public

My term expires:

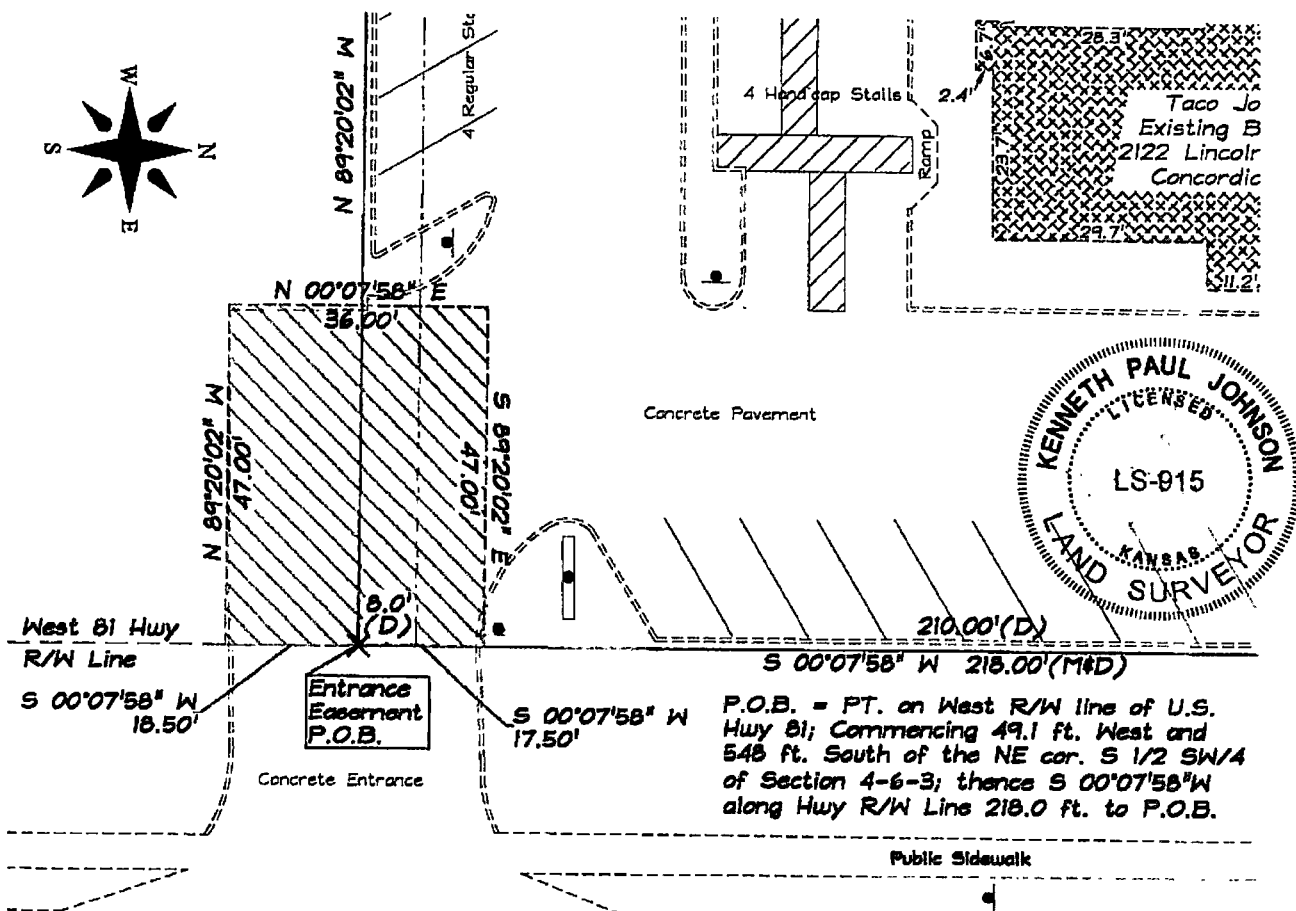


LEGAL DESCRIPTION

Entrance/Driveway Easement

A tract of land in the South Half (S 1/2) of the Southwest Quarter (SW/4) of Section 4, Township 6 South, Range 3 West of the 6th P.M., in Cloud County, Kansas, more fully described as follows:

Commencing at a point on the West right of way line of Highway 81, which is 548 feet South and 49.1 feet West of the Northeast corner of the South Half (S 1/2) of the Southwest Quarter (SW/4) of Section 4, T6S, R3W; thence S 00°07'58" W along said west right of way line, for a distance of 218.00 feet to the Point of Beginning; thence continuing S 00°07'58" W along said right of way line 18.50 feet; thence N 89°20'02" W for a distance of 47.00 feet; thence N 00°07'58" E for a distance of 36.00 feet; thence S 89°20'02" E for a distance of 47.00 feet to the west right of way line; thence S 00°07'58" W along said right of way line for a distance of 17.50 feet to the Point of Beginning. Containing an area of 1692 square feet, more or less.



I, Kenneth P. Johnson, L.S., do hereby certify that this sketch is a true and correct exhibit of a legal description prepared by Campbell & Johnson, Engineers PA, under my direct supervision, of the above tract on April 12, 2019. (L.S.#915)



CAMPBELL & JOHNSON ENGINEERS, P.A.
ENGINEERS • ARCHITECTS • LAND SURVEYORS
785-263-1200 • 120 WEST BRYANT STREET • CONCORDIA, KANSAS 66001

Job No. 19029

EASEMENT APPURTENANT

MSMT, LLC, a Kansas Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Kansas, as owner of the real estate described below (the "Grantor"), for one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, conveys to T & C Enterprises, Inc., a Kansas Corporation, having its principal place of business in Cloud County, Kansas (the "Grantee"), a permanent public access easement, appurtenant to Grantee's adjacent property, in, upon, across, and under the following described real estate:

The South Eighteen Feet, Six Inches (18.50') of the following described tract:

(See attached "Exhibit A")

together with rights of ingress and egress for purposes of this easement.

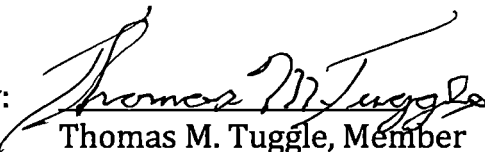
This easement is granted for the purpose of exercising within the boundaries of the above described real estate all powers conferred upon Grantee by law to provide for public access to Grantee's adjoining real estate, and to construct, maintain, repair, operate, alter, relocate, and otherwise use driveway(s), sidewalk(s), street(s), or other appropriate structures to provide for convenient public access.

Grantor shall make no use of the surface of the easement granted hereby inconsistent with or interfering with Grantee's full enjoyment of the rights granted hereby. This easement is permanent, and shall run with the land. This indenture shall bind and benefit the parties, and their respective legal representatives, successors, heirs and assigns.

Dated this 25TH day of April, 2019.

IN WITNESS WHEREOF, MSMT, LLC, a Kansas Limited Liability Company, has caused this Easement Appurtenant to be signed on its behalf by all of its Members, thereunto duly authorized so to do, as of the day and year last above written.

MSMT, LLC, a Kansas Limited
Liability Company

By: 
Thomas M. Tuggle, Member

MSMT, LLC, a Kansas Limited
Liability Company

By: 
Tanner Michael Johnson aka
Tanner Johnson, Member



JANA ROUSH
REGISTER OF DEEDS - CLOUD COUNTY KANSAS

Book: Z110 Page: 464-468

Receipt #: 39086

Pages Recorded: 5

Recording Fee: \$89.00



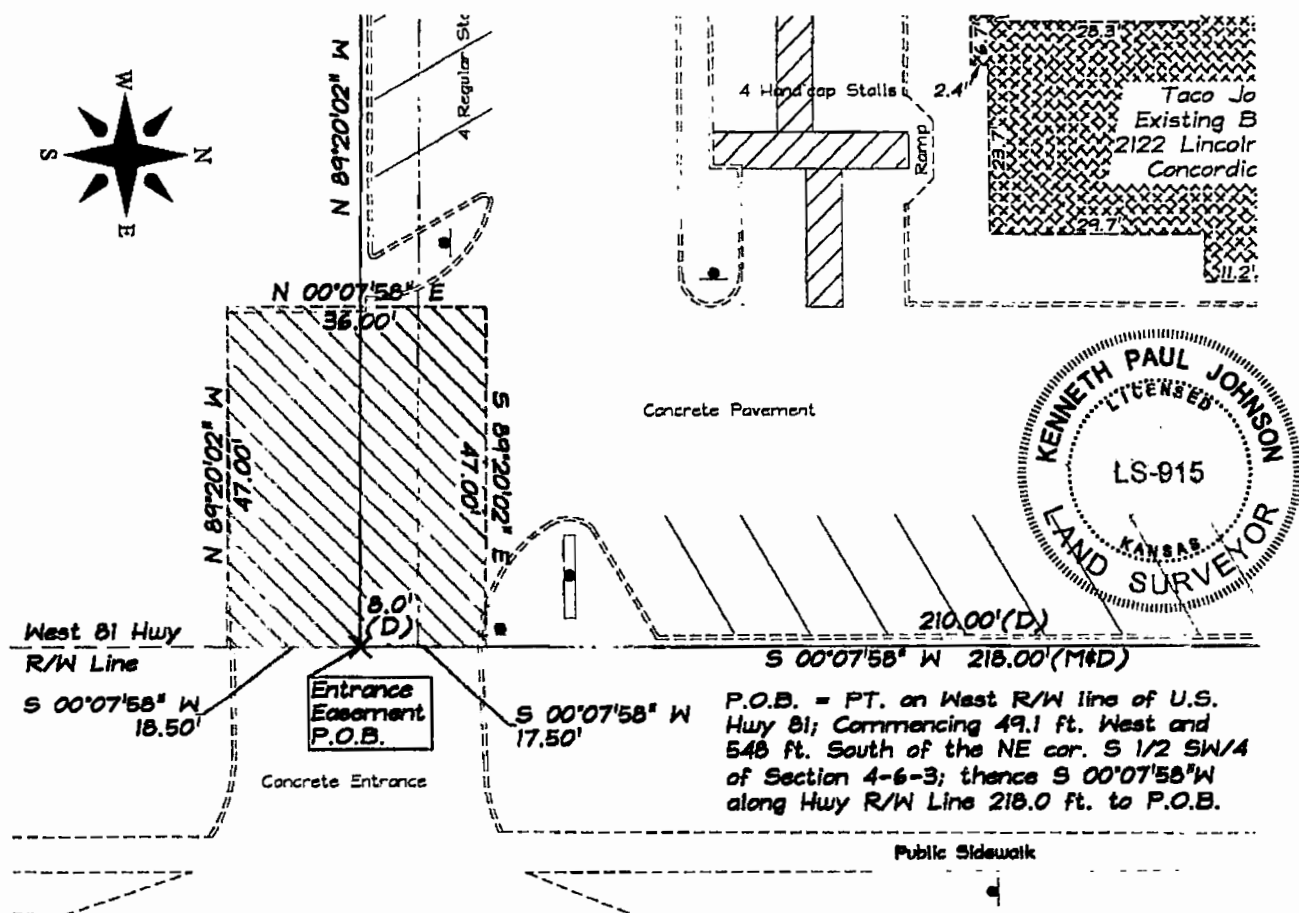
Date Recorded: 5/2/2019 1:17:48 PM

LEGAL DESCRIPTION

Entrance/Driveway Easement

A tract of land in the South Half (S 1/2) of the Southwest Quarter (SW/4) of Section 4, Township 6 South, Range 3 West of the 6th P.M., in Cloud County, Kansas, more fully described as follows:

Commencing at a point on the West right of way line of Highway 81, which is 548 feet South and 49.1 feet West of the Northeast corner of the South Half (S 1/2) of the Southwest Quarter (SW/4) of Section 4, T6S, R3W; thence S 00°07'58" W along said west right of way line, for a distance of 218.00 feet to the Point of Beginning; thence continuing S 00°07'58" W along said right of way line 18.50 feet; thence N 89°20'02" W for a distance of 47.00 feet; thence N 00°07'58" E for a distance of 36.00 feet; thence S 89°20'02" E for a distance of 47.00 feet to the west right of way line; thence S 00°07'58" W along said right of way line for a distance of 17.50 feet to the Point of Beginning. Containing an area of 1692 square feet, more or less.



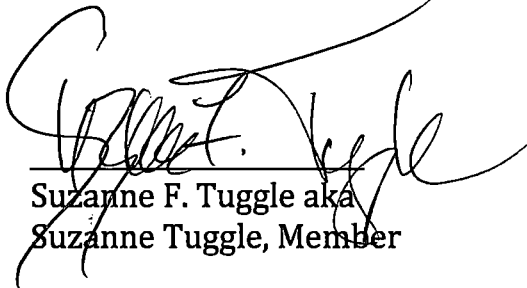
I, Kenneth P. Johnson, L.S., do hereby certify that this sketch is a true and correct exhibit of a legal description prepared by Campbell & Johnson, Engineers PA, under my direct supervision, of the above tract on April 12, 2019. (L.S.#915)



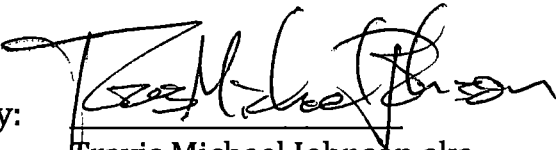
CAMPBELL & JOHNSON ENGINEERS, P.A.
ENGINEERS • ARCHITECTS • LAND SURVEYORS
705-263-1706 • 113 WEST HYDRAULIC AVENUE • OMAHA, KANSAS 68102

Job No. 19029

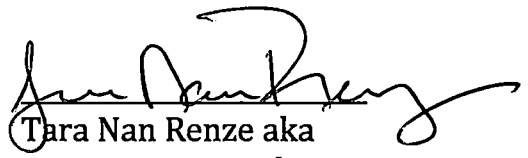
MSMT, LLC, a Kansas Limited

By: 
Suzanne F. Tuggle aka
Suzanne Tuggle, Member

MSMT, LLC, a Kansas Limited
Liability Company

By: 
Travis Michael Johnson aka
Travis Johnson, Member

MSMT, LLC, a Kansas Limited
Liability Company

By: 
Tara Nan Renze aka
Tara Renze, Member

State of Kansas,

SS:

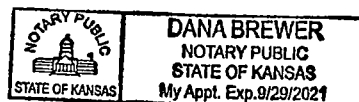
County of Cloud,

BE IT REMEMBERED, that on this 25th day of April, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Thomas M. Tuggle and Suzanne F. Tuggle, also known as Suzanne Tuggle, Members of MSMT, LLC, a Kansas Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be such Members, and who are personally known to me to be the same persons who executed, as such Members, the within instrument of writing on behalf of said company, and such persons duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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


Notary Public

My term expires:



State of Kansas,

SS:

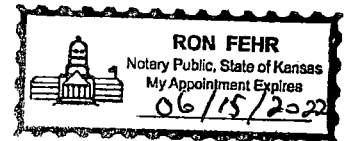
County of Sedgwick

BE IT REMEMBERED, that on this 17th day of April, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Travis Michael Johnson, also known as Travis Johnson, a Member of MSMT, LLC, a Kansas Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such Member, and who is personally known to me to be the same person who executed, as such Member, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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



Notary Public



My term expires:

State of Kansas,

SS:

County of Cloud

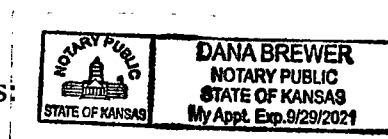
BE IT REMEMBERED, that on this 19th day of April, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Tanner Michael Johnson, also known as Tanner Johnson, a Member of MSMT, LLC, a Kansas Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such Member, and who is personally known to me to be the same person who executed, as such Member, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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



Notary Public

My term expires:



State of Kansas,

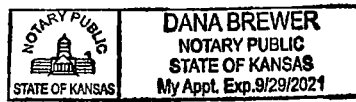
SS:

County of Cloud,

BE IT REMEMBERED, that on this 19th day of April, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Tara Nan Renze, also known as Tara Renze, a Member of MSMT, LLC, a Kansas Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such Member, and who is personally known to me to be the same person who executed, as such Member, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My term expires:



Dana Brewer
Notary Public