

THURSDAY, SEPTEMBER 19, 2024 • 10:00 AM CDT
ONLINE ONLY: www.gavelroads.com



156± ACRES WATERFOWL & WHITETAIL HARPER COUNTY, KANSAS

Lots 3 4 & S2 NW4 Less Rd R/W Section 03 Township 34 Range 09

This 156± acre property, situated in southwest Harper County, Kansas, offers a prime opportunity for outdoor enthusiasts. The land is positioned in the heart of the Central Flyway within Kansas Hunting Unit 16 and located on a well-maintained county road. The property boasts approximately 90 acres of wetlands, making it a haven for waterfowl. This portion of the acreage is in a conservation easement boundary through the Wetlands Reserve Program. Additionally, the land supports a thriving population of large whitetail deer, thanks to its mature cottonwood trees and tall native grasses that create an ideal wildlife habitat. A unique feature of this acreage is the presence of a train caboose, offering potential as a hunting blind or for other creative uses. Conveniently located just 15 minutes from Anthony Airport, this property is a rare find for those seeking excellent hunting opportunities.

Possession: Possession will be upon closing.

Minerals: Seller's mineral interest will pass to the Buyer at closing.

Taxes: 2023 - \$569.06. Taxes will be prorated to the date of closing.

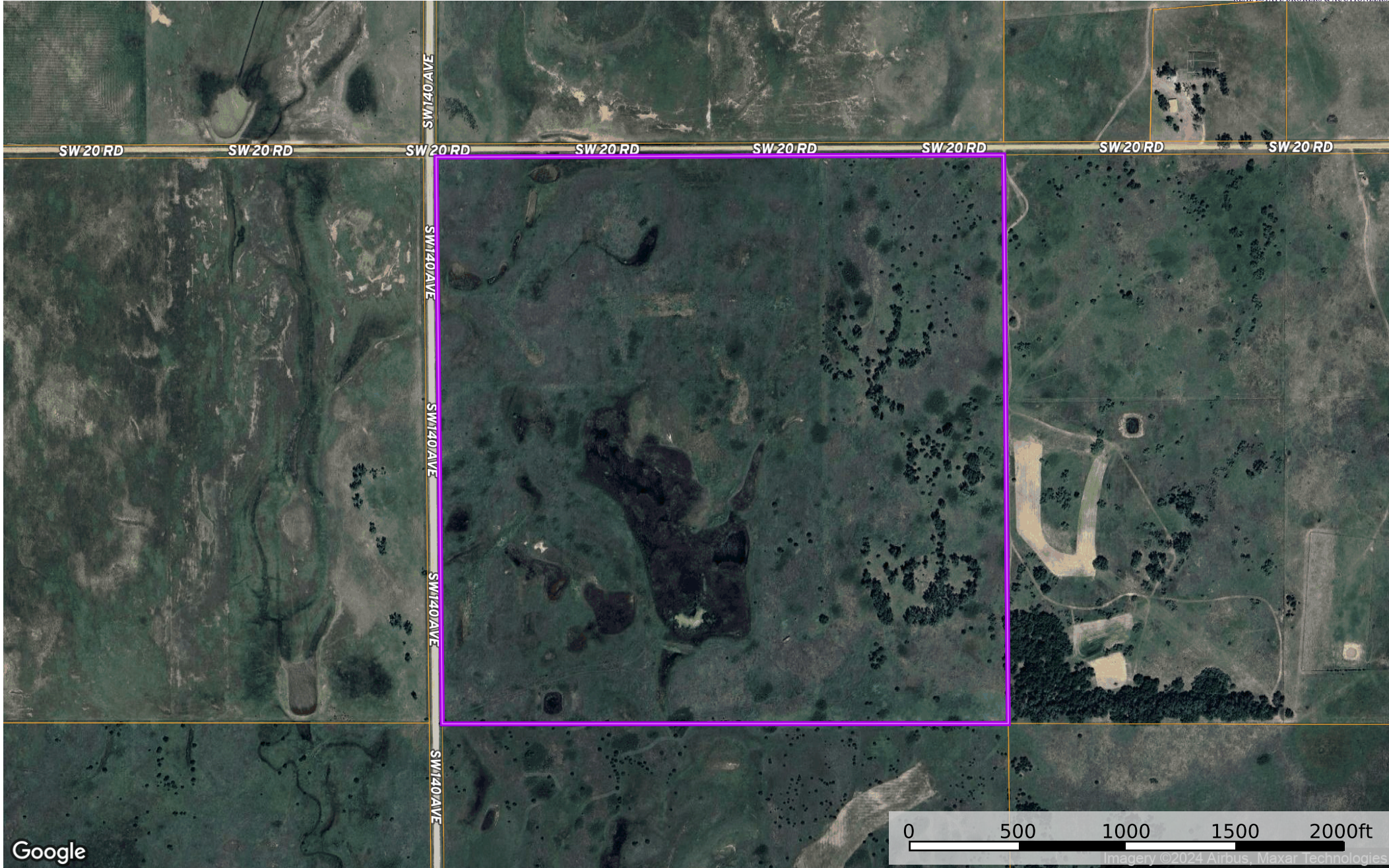
Location: From Anthony, KS go west on Hwy 2 for 14 miles to SW 140 Ave. Go south 2 miles to SW 20 Rd. The property is on the southeast corner of the intersection.

Terms: \$20,000 down as earnest money due day of auction with balance due on or before October 21, 2024. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. Financing, if necessary, needs to be arranged and approved prior to the auction. Statements made the day of the auction take precedence over all printed advertising and previously made oral statements. Property sells in "as is" condition. There is NO Buyer's Premium. Gene Francis & Associates and Gavel Roads Online Auctions are agents of the Seller.



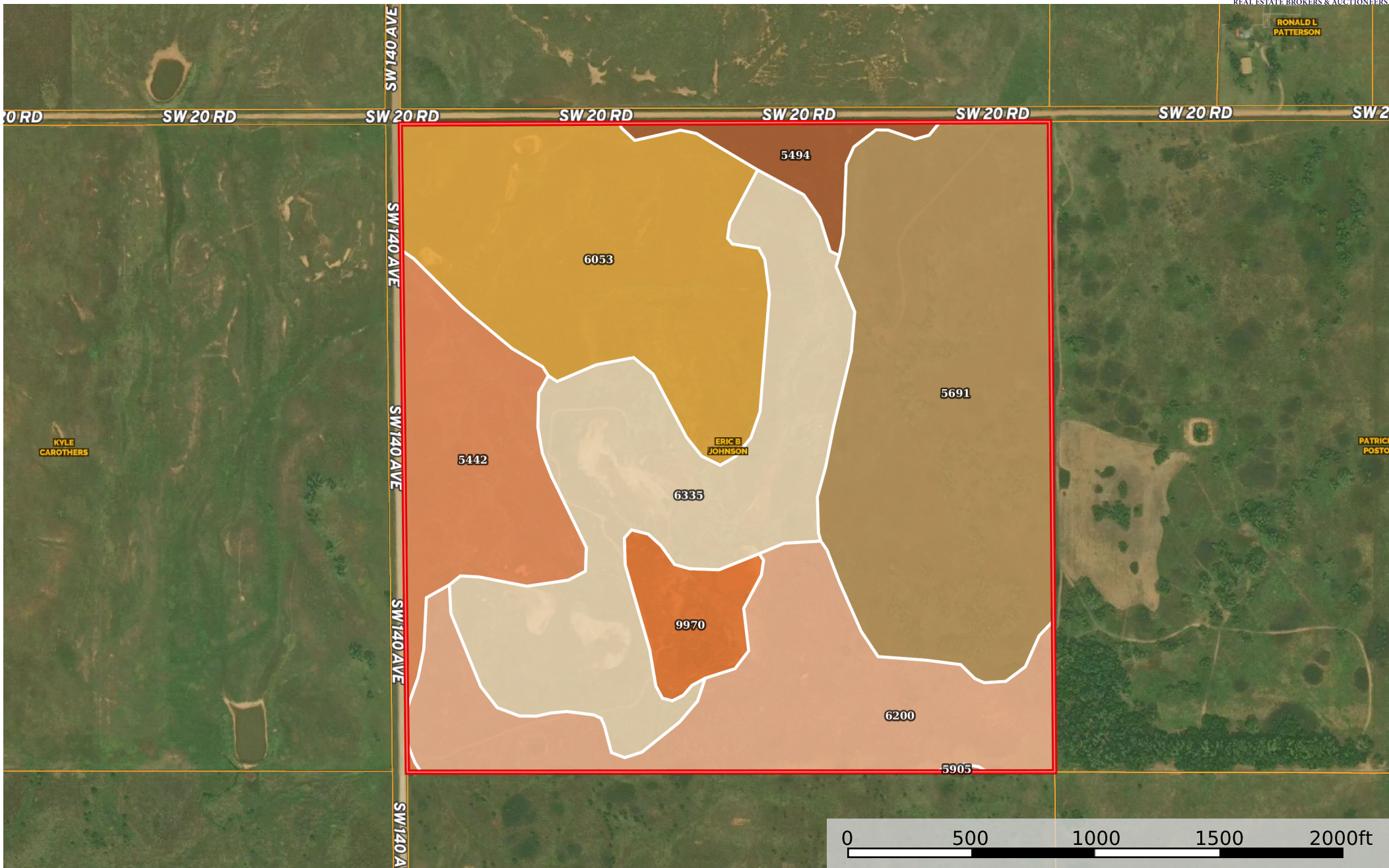
**Scan for more
information and
pictures**





 Boundary 1

Kansas, AC +/-



 Boundary

| Boundary 156.73 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5691	Zenda fine sandy loam, occasionally flooded	41.87	26.71	0	58	2w
6335	Drummond loam, 0 to 1 percent slopes, rarely ponded	32.23	20.56	0	22	6s
6053	Gerlane fine sandy loam, occasionally flooded	31.2	19.91	0	48	2e
6200	Aline-Derby fine sands, 5 to 12 percent slopes	26.11	16.66	0	23	6e
5442	Quinlan loam, 0 to 1 percent slopes	15.94	10.17	0	14	3e
9970	Aquolls	5.16	3.29	0	-	5w
5494	Woodward-Quinlan loams, 0 to 1 percent slopes	4.13	2.64	0	22	2e
5905	Hayes-Solvay loamy fine sands, 0 to 5 percent slopes	0.09	0.06	0	45	3e
TOTALS		156.73(*)	100%	-	35.43	3.69

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

3090818

Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	162 03 0 00 00 002 00 0 01	076-16203000000020000000

Owner ID	JOHN00039	JOHNSON, ERIC B & ERICA L
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Taxpayer ID	JOHN00039	JOHNSON, ERIC B & ERICA L
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Situs Address: 0 SW 140;

Subdivision	RURAL TOWNSHIP PARCEL	Block	Lot(s)	Section	3	Township	34	Range	9
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Tract 1 16 0013

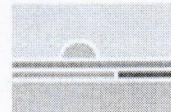
67009

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2023	0001509	001		272.38	272.38	569.32	No	No

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

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

PROPERTY TAX INFORMATION


[Return To County Website](#)
[Logout](#)

Tax History Information

Type RL **CAMA Number** 162 03 0 00 00 002 00 0 01 **Tax Identification** 076-16203000000020000000

Owner ID JOHN00039JOHNSON, ERIC B & ERICA L

Taxpayer ID JOHN00039JOHNSON, ERIC B & ERICA L

Situs Address: 0 SW 140;

Subdivision TOWNSHIP 34 **Block** **Lot(s)** **Section** 3 **Township** 34 **Range** 9
RURAL
PARCEL

Tract 1 16 0013

[Current Taxes](#)
[Current Real Estate Detail](#)
[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
<u>2022</u>	JOHN00039	0002766	001			0.00	246.32	246.32	0.00	Yes	Yes
<u>2021</u>	JOHN00039	0002263	001			0.00	238.33	238.33	0.00	Yes	Yes
<u>2020</u>	JOHN00039	0002265	001	296		0.00	182.76	182.76	0.00	Yes	Yes
<u>2019</u>	JOHN00039	0005945	001	5234		0.00	178.39	178.39	0.00	Yes	Yes
<u>2018</u>	JOHN00039	0005975	001	263		0.00	172.83	172.83	0.00	Yes	Yes
<u>2017</u>	JOHN00039	0005590	001	286		0.00	163.80	163.79	0.00	Yes	Yes
<u>2016</u>	JOHN00039	0005587	001	242		0.00	159.44	159.43	0.00	Yes	Yes
<u>2015</u>	JOHN00039	0005659	001			0.00	143.17	143.16	0.00	Yes	Yes
<u>2014</u>	JOHN00039	0005450	001			0.00	117.10	117.10	0.00	Yes	Yes
<u>2013</u>	JOHN00039	0005313	001			0.00	125.20	125.20	0.00	Yes	Yes
<u>2012</u>	JOHN00039	0005021	001			0.00	140.42	140.42	0.00	Yes	Yes
<u>2011</u>	JOHN00039	0004946	001			0.00	169.03	169.03	0.00	Yes	Yes
<u>2010</u>	JOHN00039	0004608	001			0.00	193.07	193.07	0.00	Yes	Yes
<u>2009</u>	JOHN00039	0004702	001			0.00	199.15	199.15	0.00	Yes	Yes
<u>2008</u>	JOHN00039	0004394	001			0.00	204.76	204.76	0.00	Yes	Yes
<u>2007</u>	JOHN00039	0004697	001			0.00	234.22	234.22	0.00	Yes	Yes
<u>2006</u>	JOHN00039	0004736	001			0.00	250.75	250.75	0.00	Yes	Yes
<u>2005</u>	JOHN00039	0004641	001			0.00	273.92	273.91	0.00	Yes	Yes

Click on underlined tax year to see payment detail and where the tax dollars go.

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

For delinquent tax pay off amount contact Harper County Treasurer, 201 N. Jennings Ave, 2nd Floor, Anthony, KS 67003, 620-842-5191.

[Back To Search Results](#)
[Back To Search Criteria](#)

Commitment Cover Page

Order Number: **3090818**

Delivery Date: **08/19/2024**

Property Address: **0 SW 140, Attica, KS 67009**

For Closing Assistance

Christy Mans
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
cmans@security1st.com

Katie Denton
109 W. Main Street
Anthony, KS 67003
Office: (620) 842-3333
kdenton@security1st.com

For Title Assistance

Lisa D. Lilja
109 W. Main Street
Anthony, KS 67003
Office: (620) 532-2011
llilja@security1st.com

Buyer/Borrower

TBD

Seller/Owner

ERICA L JOHNSON

Seller/Owner

ERIC B JOHNSON

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:	08/19/2024	Buyer(s):	A Legal Entity - To Be Determined
Order No.:	3090818	Seller(s):	Eric B. Johnson and Erica L. Johnson
Issuing Office:	Security 1st Title 109 W. Main Street Anthony, KS 67003	Property Address:	0 SW 140, Attica, KS 67009

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	
	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.



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

 Security 1st Title

Lisa D. Lilja
(620) 532-2011 (Work)
llilja@security1st.com



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity - To Be Determined
Issuing Office:	109 W. Main Street Anthony, KS 67003	Title Contact:	Lisa D. Lilja (620) 532-2011 (Work) llilja@security1st.com
ALTA Universal ID:	1133715		
Loan ID Number:			
Commitment No.:	KS-C3090818		
Property Address:	0 SW 140 Attica, KS 67009		

SCHEDULE A

1. Commitment Date:

08/09/2024 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:

Eric B. Johnson and Erica L. Johnson

5. The Land is described as follows:

Lots Three (3) and Four (4) and the South Half of the Northwest Quarter (S/2 NW/4) of Section Three (3), Township Thirty-four (34) South, Range Nine (9) West of the 6th P.M., Harper County, Kansas.

Security 1st Title, LLC

By:

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

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

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.

5. 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.
6. Pay delinquent real estate taxes.
7. File a Warranty Deed from Eric B. Johnson and Erica L. Johnson, stating marital status and joined by spouse, if any, to A Legal Entity - To Be Determined.
8. Provide this company with a properly completed and executed Owner's Affidavit.
9. Recording Information for Kansas Counties:

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

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

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

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

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

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

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



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 2023 in the amount of \$569.32, DELINQUENT.**

Property ID # 162-03-0-00-00-002.00-0-01

8. **An easement for Transmission Line, recorded as Book 37, Page [1637](#).
In favor of: Alfalfa Electric Cooperative, Inc., it's successors and/or assigns
Affects: NW/4**
9. **Terms and provisions of Warranty Easement Deed by and between Eric B. Johnson and Erica L. Johnson and The United State of America, recorded September 22, 2009 in Book 38, Page [286](#).**
10. **Terms and provisions of the oil and gas leases executed between Eric B. Johnson and Erica L. Johnson, lessor, and Chesapeake Exploration, LLC, lessee, filed 7/15/2010 recorded in/on Book 91, Page [474](#), together with all subsequent assignments and conveyances.
Amendment to Oil and Gas Lease recorded in Book 92, Page [438](#)
Memorandum of Lease Extension recorded in Book 94, Page [681](#)**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

11. Terms and provisions of the oil and gas leases executed between Eric B. Johnson and Erica L. Johnson, husband and wife, lessor, and Tapstone Energy, LLC, lessee, filed 9/23/2016 recorded in/on Book 96, Page [788](#), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

12. Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC recorded March 29, 2016 in Book G96, Page [547](#).

NOTE: this is a blanket document that is indexed in all Sections, Townships and Ranges in Harper County

13. Subject to existing road, street or highway rights of way.
14. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
15. 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 HARPER County Register of Deeds.
16. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
17. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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this Commitment.

5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

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

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Privacy Notice

Last Updated and Effective Date: December 1, 2023

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

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

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

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

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

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

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

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

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

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

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

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

For California Residents

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

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

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PRIVACY POLICY

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

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

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

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

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

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

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	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

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WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM EASEMENT NO. 6662150800MFD

THIS WARRANTY EASEMENT DEED is made by and between Eric B. Johnson and Erica L. Johnson (husband and wife) of 13623 East 37th Street North, Wichita, Kansas 67228 (hereafter referred to as the "Landowner"), Grantor(s), and **the UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of [REDACTED] the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.
- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:

1. haying, mowing, or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage, or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
8. planting or harvesting any crop;
9. grazing or allowing livestock on the easement area;
10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the

responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.

- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.

-
- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
 2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being

acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

- D. General Indemnification. Landowner shall indemnify and hold harmless, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

E. Maintenance Requirement. The Landowner agrees to the maintenance of the easement area and all required restoration practices and measures, developed by NRCS.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns for the duration of the easement. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 29 day of August, 2009

Landowner(s): X ~~Eric B. Johnson~~

Eric B. Johnson

X Erica L. Johnson
Erica L. Johnson

ACKNOWLEDGMENT

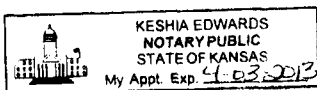
STATE OF Kansas)
COUNTY OF Butler)

On this 29 day of August, 2009, before me, the undersigned, a Notary Public in and for said State personally appeared Erica L. Johnson known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public for the State of Kansas
Residing at Butler
My Commission Expires 4-03-2013

X Keshia Edwards



Exhibits A and B
Eric B. and Erica L. Johnson
Harper County
WRP Easement Description

Commencing at the Northwest Corner of Section 3, Township 34 South, Range 9 West, Harper County, Kansas; thence with the West line of the Northwest Quarter of said section South 00 degrees 45 minutes 31 seconds East, 41.93 feet; thence departing from said line North 89 degrees 42 minutes 06 seconds East, 41.51 feet to the Point of Beginning; thence North 89 degrees 42 minutes 06 seconds East, 1753.04 feet; thence South 01 degrees 05 minutes 21 seconds East, 1459.53 feet; thence South 81 degrees 57 minutes 11 seconds West, 281.27 feet; thence South 00 degrees 01 minutes 54 seconds West, 760.62 feet; thence South 82 degrees 46 minutes 03 seconds West, 1481.70 feet; thence North 00 degrees 44 minutes 44 seconds West, 1628.82 feet; thence North 00 degrees 33 minutes 29 seconds West, 367.27 feet; thence North 00 degrees 55 minutes 53 seconds West, 440.79 feet to the Point of Beginning.

The above described tract of land contains 89.09 acres, more or less, and is subject to all recorded and unrecorded easements, restrictions and right-of-ways.

Centerline 15 Foot Access Easement

Commencing at the Northwest Corner of Section 3, Township 34 South, Range 9 West, Harper County, Kansas; thence with the West line of the Northwest Quarter of said section South 00 degrees 45 minutes 31 seconds East, 2615.40 feet to the Point of Beginning for said centerline easement; thence along said centerline easement the following courses and distances: North 89 degrees 14 minutes 29 seconds East, 56.24 feet; thence North 65 degrees 11 minutes 50 seconds East, 122.76 feet; thence North 73 degrees 06 minutes 14 seconds East, 112.34 feet; thence North 70 degrees 37 minutes 22 seconds East, 385.83 feet to the Point of Terminus for said easement.

I FURTHER CERTIFY that the above survey was made by me or under my direct personal supervision and is based on field work completed October 4, 2007 and that I am a duly Registered Land Surveyor under the laws of the State of Kansas.

Richard L. Mattson, P.L.S.
Kansas P.L.S. No. 1447

Couch Abstract
119 N. Jennings
P.O. Box 106
Anthony, Kansas 67003
620-842-5512 Fax 620-842-5133

GENERAL WARRANTY DEED

D103
18

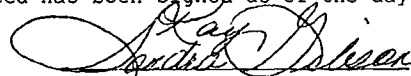
THIS INDENTURE, Made this 21st day of June, 2004, between Sondra Kay Gibson, a single woman, Grantor, and Eric B. Johnson and Erica L. Johnson, husband and wife, as joint tenants with right of survivorship and not as tenants in common, Grantees.

The Grantor, in consideration of [REDACTED] and other valuable consideration, does grant, sell and convey unto Grantees, and the survivor of them, the following real estate situated in the County of Harper, State of Kansas, to wit:

The Northwest Quarter (NW/4) of Section Three (3), Township Thirty-four (34) South, Range Nine (9) West of the 6th P.M.,

including all mineral rights, together with all the appurtenances thereunto belonging. Said Grantor warrants to Grantees good title, free and clear of all encumbrances except valid, existing oil and gas leases, easements and rights-of-way of record, if any, and will defend said title.

IN WITNESS WHEREOF This deed has been signed as of the day and year first above written.


Sondra Kay Gibson

* * * * *

STATE OF KANSAS, COUNTY OF RENO, ss.

This deed was acknowledged before me on the 2nd day of July, 2004, by Sondra Kay Gibson, a single woman.

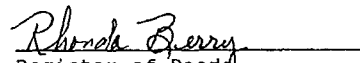
IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last mentioned.


NICOLE L. CABRAL
My Appl Exp 07/07
Notary Public

* * * * *

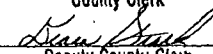
STATE OF KANSAS, COUNTY OF HARPER, ss.

This deed was filed of record the 27th day of July, 2004, at 2:10 o'clock P.M., and duly recorded in Book 103 of Deeds at Page 18. Fees \$ 8.00.


Rhonda Berry
Register of Deeds

By: _____
Deputy

TERRY T. MESSICK
114 North Jennings
P.O. Box 26
Anthony, KS 67003
620/842-3723
FAX 620/842-3910

Entered in Transfer Record on this
2nd day of August 20 04
County Clerk

Deputy County Clerk

Nº 5489

ABSTRACT OF TITLE

To the following described Real Estate situated in

Lots Three (3) and Four (4), and the South
Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$)
(Otherwise described as the Northwest $1/4$)
of Section Three (3), Township Thirty-four (34)
South, Range Nine (9), west of the 6th P.M.

*

HARPER COUNTY ABSTRACT COMPANY.
BONDED ABTRACTER
ANTHONY, KANSAS.
PHONE 163.