GENE FRANCIS & ASSOCIATES
REAL ESTATE - AUCTIONS

Online Only
LAND AUCTION

21± Acres

SW Sedgwick County

Thursday, Oct 15 at 11:00 AM CT

Online Auction: gavelroads.com

Property Address:
00000 W 47TH ST S, Clearwater, KS



CULTIVATION | TIMBER | DRY CREEK

Rare opportunity to own 21± acres offering a combination of productive cultivation, heavy timber, and Dry Creek. The property includes approximately 19± acres of cultivation with good soils south of Dry Creek providing an opportunity for continued agricultural use.

The property also offers recreational potential, an area that could potentially serve as a build site, and the opportunity to create additional buildable ground by excavating a pond and using the soil to improve elevated areas. Significant portions of the property are within the floodplain, making thoughtful planning important.

Located near K-42 with quick access to Wichita and within the Goddard School District, this property offers a unique combination of agriculture, recreation, and future development potential in a convenient location.







Property Highlights

- Cultivation, heavy timber, & Dry Creek
- Recreation opportunities
- Potential build site and agriculture income
- Goddard Schools
- Close to K-42 with quick access to Wichita

Legal Description: 21± acres in the W/2 of the SE/4 of 18-28-1W. Final legal description to be provided with a survey which will be completed prior to closing.

Location: Half a mile west of S Maize Rd on 47th St S on the north side of the road.

Driving Directions: From K-42 and I-235 head southwest to 119th. Go south on 119th to 47th. Head east on 47th 0.6 miles. The property is on the north side of 47th.

Taxes 2025: The 2026 taxes will be adjusted and prorated to the date of closing.

Possession: After the 2027 wheat harvest

Minerals: The seller's mineral interest will transfer to the buyer.

Terms: Earnest money required and shall be paid the day of auction with the balance due on or before November 16, 2026. Earnest money to be paid: $10,000. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates is an agent of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.

EST. 1984

Tyler Francis
Broker & Auctioneer
316-734-7342

gavelroads.com

GAVEL ROADS ONLINE AUCTIONS

Property Taxes and Appraisals

11130 W 47TH ST S

Property Description

Property Type	Farm Homesite
Legal Description	W 1/2 SE 1/4 EXC TH PT SE 1/4 COMM SW COR TH E 194 FT TO BEG TH N 239 FT TH E 266 FT TH S 239 FT TH W 266 FT TO BEG EXC S 25 FT FOR RD SEC 18-28-1W
Property Address	11130 W 47TH ST S, , KS 67026
Owner	HEALY BIODIESEL INC
Mailing Address	11130 W 47TH ST S CLEARWATER KS 67026-9055
Geo Code	WA 00128
PIN	00317853
AIN	204180420000100A
Quick Ref ID	R172602
Tax Unit	2708 770 WACO TWP U-265 -GCD WA
Land Use	9050 Farming/ranching operation (with improve
2026 Market Land Square Feet	23,522
2026 Total Acres	74.29
2026 Total Ag Acres	73.75
2026 Appraisal Value	$153,390
2026 Assessment Value	$19,789

Property Value Estimates

2026 Appraised Value	$153,390
2026 Value Method	OVR
Override Reason	Cost Override
Method	**Value**
Cost Estimate	$161,460
Market Estimate	$126,340
MRA Estimate	$135,440
Weighted Estimate	$125,340
Indexed Estimate	$0

Final Value Section Explanation

Residential Structure Characteristics

Year Built	1900
Architectural Style	Old Style
Main Floor Area	918
Upper Floor Area	476
Above Ground Living Area	1,394
Bedrooms	3
Full Bathrooms	1
Half Bathrooms	0
Basement Type	Crawl - 2
Total Basement Area	0
Recreation Room Basement Finished Area	0
Basement Finished Living Area	0
Condition/Desirability/Utility	AV
Physical Condition	AV
More Details	Documents/Reports

Agricultural Land Characteristics

Total Ag Acres (All Types)	73.75
Total Dry Crop Acres	43.91
Total Irrigated Acres	0.00
Total Native Grass Acres	29.84
Total Tame Grass Acres	0.00

	Use Value	**Market Value**
Total Ag Value (All Types)	$6,540	$431,980
Dry Crop	$5,530	$286,990
Irrigated	$0	$0
Native Grass	$1,010	$145,000
Tame Grass	$0	$0

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

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2025	106.089	$1,892.32	$4.00	$94.17	$0.00	$1,990.49	$0.00	$1,990.49
2024	106.663	$1,901.55	$5.00	$373.73	$16.00	$2,296.28	$0.00	$2,296.28
2023	107.884	$1,925.04	$8.38	$610.22	$16.00	$2,559.64	$0.00	$2,559.64
2022	108.283	$1,762.44	$8.38	$6.64	$0.00	$1,777.46	$1,777.46	$0.00
2021	107.446	$1,670.09	$7.90	$31.46	$0.00	$1,709.45	$1,709.45	$0.00
2020	108.751	$1,705.75	$7.80	$14.28	$0.00	$1,727.83	$1,727.83	$0.00
2019	110.516	$1,488.31	$7.80	$76.34	$16.00	$1,588.45	$1,588.45	$0.00
2018	112.880	$1,397.75	$5.88	$57.90	$0.00	$1,461.53	$1,461.53	$0.00
2017	113.403	$1,516.92	$5.88	$225.44	$16.00	$1,764.24	$1,764.24	$0.00
2016	112.957	$1,448.32	$4.88	$51.31	$0.00	$1,504.51	$1,504.51	$0.00

Tax Authorities

Tax Authority	Tax Rate	% of Total	$ Allocation
0101 STATE	1.500	1.41%	$26.76
0201 COUNTY	27.567	25.98%	$491.72
0468 WACO TOWNSHIP	3.872	3.65%	$69.07
0608 USD 265	13.927	13.13%	$248.42
0608 USD 265 SC	8.000	7.54%	$142.70
0608 USD 265 SG	20.000	18.85%	$356.74
0715 USD 265 BOND	12.993	12.25%	$231.76
0903 GREENWOOD CEMETERY	0.316	0.30%	$5.64
1108 SEDG CO FIRE DISTRICT #1	16.754	15.79%	$298.84
1401 SOUTH CENTRAL KANSAS LIBRARY SYS	1.160	1.09%	$20.69
Total:	106.089	100%	$1892.32

2025 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	$0.00	$0.00	$4.00
	Totals:	$0.00	$0.00	$4.00

Appraisal Values

Year	Class	Values		
2026	Agricultural	$6,540	**Land**	
		$6,960	**Improvements**	
		$13,500	**Total**	**(-11%)**
	Farmstead	$46,600	**Land**	
		$93,290	**Improvements**	
		$139,890	**Total**	**(+5%)**

Assessment Values

Year	Class	Values		
2026	Agricultural	$1,962	**Land**	
		$1,740	**Improvements**	
		$3,702	**Total**	**(-12%)**
	Farmstead	$5,359	**Land**	
		$10,728	**Improvements**	
		$16,087	**Total**	**(+5%)**

2025	Agricultural	$7,970	**Land**		2025	Agricultural	$2,391	**Land**	
		$7,170	**Improvements**				$1,793	**Improvements**	
		$15,140	**Total**	**(-10%)**			$4,184	**Total**	**(-10%)**
	Farmstead	$40,500	**Land**			Farmstead	$4,658	**Land**	
		$92,360	**Improvements**				$10,621	**Improvements**	
		$132,860	**Total**	**(+3%)**			$15,279	**Total**	**(+3%)**
2024	Agricultural	$9,040	**Land**		2024	Agricultural	$2,712	**Land**	
		$7,780	**Improvements**				$1,945	**Improvements**	
		$16,820	**Total**	**(-9%)**			$4,657	**Total**	**(-10%)**
	Farmstead	$24,600	**Land**			Farmstead	$2,829	**Land**	
		$103,990	**Improvements**				$11,959	**Improvements**	
		$128,590	**Total**	**(+9%)**			$14,788	**Total**	**(+9%)**
2023	Agricultural	$10,970	**Land**		2023	Agricultural	$3,291	**Land**	
		$7,450	**Improvements**				$1,863	**Improvements**	
		$18,420	**Total**	**(+0%)**			$5,154	**Total**	**(-1%)**
	Farmstead	$24,600	**Land**			Farmstead	$2,829	**Land**	
		$93,540	**Improvements**				$10,757	**Improvements**	
		$118,140	**Total**	**(+14%)**			$13,586	**Total**	**(+14%)**
2022	Agricultural	$12,000	**Land**		2022	Agricultural	$3,600	**Land**	
		$6,350	**Improvements**				$1,588	**Improvements**	
		$18,350	**Total**	**(+0%)**			$5,188	**Total**	**(+0%)**
	Farmstead	$23,000	**Land**			Farmstead	$2,645	**Land**	
		$80,810	**Improvements**				$9,293	**Improvements**	
		$103,810	**Total**	**(+11%)**			$11,938	**Total**	**(+11%)**
2021	Agricultural	$12,220	**Land**		2021	Agricultural	$3,666	**Land**	
		$6,070	**Improvements**				$1,518	**Improvements**	
		$18,290	**Total**	**(-1%)**			$5,184	**Total**	**(-1%)**
	Farmstead	$14,100	**Land**			Farmstead	$1,622	**Land**	
		$79,700	**Improvements**				$9,166	**Improvements**	
		$93,800	**Total**	**(-1%)**			$10,788	**Total**	**(-1%)**
2020	Agricultural	$12,340	**Land**		2020	Agricultural	$3,702	**Land**	
		$6,100	**Improvements**				$1,525	**Improvements**	
		$18,440	**Total**	**(-1%)**			$5,227	**Total**	**(-1%)**
	Farmstead	$14,100	**Land**			Farmstead	$1,622	**Land**	
		$80,510	**Improvements**				$9,259	**Improvements**	
		$94,610	**Total**	**(+27%)**			$10,881	**Total**	**(+27%)**
2019	Agricultural	$12,430	**Land**		2019	Agricultural	$3,729	**Land**	
		$6,230	**Improvements**				$1,558	**Improvements**	
		$18,660	**Total**	**(+1%)**			$5,287	**Total**	**(+1%)**

2019	Farmstead	$11,500	**Land**		2019	Farmstead	$1,323	**Land**	
		$63,240	**Improvements**				$7,273	**Improvements**	
		$74,740	**Total**	**(+14%)**			$8,596	**Total**	**(+14%)**
2018	Agricultural	$12,310	**Land**		2018	Agricultural	$3,693	**Land**	
		$6,160	**Improvements**				$1,540	**Improvements**	
		$18,470	**Total**	**(-6%)**			$5,233	**Total**	**(-5%)**
	Farmstead	$5,200	**Land**			Farmstead	$598	**Land**	
		$60,510	**Improvements**				$6,959	**Improvements**	
		$65,710	**Total**	**(-9%)**			$7,557	**Total**	**(-9%)**
2017	Agricultural	$11,710	**Land**		2017	Agricultural	$3,513	**Land**	
		$8,030	**Improvements**				$2,008	**Improvements**	
		$19,740	**Total**	**(+0%)**			$5,521	**Total**	**(+0%)**
	Farmstead	$10,900	**Land**			Farmstead	$1,254	**Land**	
		$60,930	**Improvements**				$7,007	**Improvements**	
		$71,830	**Total**	**(+0%)**			$8,261	**Total**	**(+0%)**

Security 1st Title

Commitment Cover Page

Order Number: **3205719** Delivery Date: **08/07/2026**

Property Address: **11130 W. 47th St., Clearwater, KS 67026**

For Closing Assistance
Transaction Services
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (316) 267-8371
ts@security1st.com

For Title Assistance
Residential Title Staff
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (316) 779-1994
rthd@security1st.com

Buyer/Borrower
A Legal Entity, To Be Determined
Delivered via: Electronic Mail

Agent for Seller
Gene Francis & Associates LLC
Attention: Tyler Francis
12140 W K-42 Hwy
Wichita, KS 67215
(316) 734-7342 (Cell)
tyler@genefrancis.com
Delivered via: Electronic Mail

Seller/Owner
Healy Biodiesel, Inc., a Kansas corporation
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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AMERICAN LAND TITLE ASSOCIATION

Security 1st Title

Title Fee Invoice

Date:	**08/07/2026**	Buyer(s):	**A Legal Entity, To Be Determined**
Order No.:	**3205719**	Seller(s):	**Healy Biodiesel, Inc., a Kansas corporation**
Issuing Office:	**Security 1st Title** **727 N Waco Ave, Ste 300** **Wichita, KS 67203**	Property Address:	**11130 W. 47th St., Clearwater, KS 67026**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 ($1,000.00)	$565.00
	Total $565.00
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.

Tax Information:

00317853

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AMERICAN LAND TITLE ASSOCIATION

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 Nebraska 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: _____
William J. Aulbert, Secretary

Issuing Agent: Security 1st Title, LLC

Security 1st Title

Residential Title Staff
(316) 779-1994
rthd@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	**Security 1st Title, LLC**	Buyer:	**A Legal Entity, To Be Determined**
Issuing Office:	**727 N Waco Ave, Ste 300 Wichita, KS 67203**	Title Contact:	**Residential Title Staff (316) 779-1994 rthd@security1st.com**
ALTA Universal ID:	**1010831**		
Loan ID Number:			
Commitment No.:	**SBR-TW3205719**		
Property Address:	**11130 W. 47th St., Clearwater, KS 67026**		

SCHEDULE A

1. **Commitment Date:**

   07/29/2026 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:**

   Healy Biodiesel, Inc., a Kansas corporation

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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AMERICAN LAND TITLE ASSOCIATION

Commitment No.: SBR-TW3205719

Exhibit A

The West half of the Southeast Quarter of Section 18, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; EXCEPT that part described as: Commencing at the Southwest corner of said Southeast Quarter; thence N 89°53'23" E along the South line of said Southeast Quarter, 194.00 feet for a point of beginning; thence N 00°06'37" W perpendicular to the South line of said Southeast Quarter, 239.00 feet; thence N 89°53'23" E parallel with the South line of said Southeast Quarter, 266.00 feet; thence S 00°06'37" E perpendicular to the South line of said Southeast Quarter, 239.00 feet to a point on the South line of said Southeast Quarter; thence S 89°53'23" W along the South line of said Southeast Quarter, 266.00 feet to the point of beginning.

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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: 2023
   Full Amount: $1,933.42+, DELINQUENT, plus applicable interest and penalties
   Tax Parcel Number: 00317853

   Tax Year: 2024
   Full Amount: $1,906.56+, DELINQUENT, plus applicable interest and penalties
   Tax Parcel Number: 00317853

   Tax Year: 2025
   Full Amount: $1,896.32+, DELINQUENT, plus applicable interest and penalties
   Tax Parcel Number: 00317853

6. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**

7. **File a release of Mortgage dated June 15, 2011, recorded June 17, 2011, as Doc#/Flm-Pg: 29224329, made by Healy Biodiesel, Inc. to The Halstead Bank, in the amount of $327,937.50.**

   The above mortgage states that it secures an equity line/revolving line of credit.

8. **Furnish Certificate for our file executed by the Secretary of State of Kansas evidencing that Healy Biodiesel, Inc. is now in good standing in said State.**

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9. **If the proposed transaction represents a sale or lease of substantially all of the assets of Healy Biodiesel, Inc. furnish a certified copy of evidence of the approval thereof by the affirmative vote of the holders of at least a majority of the outstanding stock of the corporation entitled to vote thereon.**
NOTE: For a sale or lease of less than all of the assets, we would require a Board of Directors Resolution authorizing such action

10. **File a Warranty Deed from Healy Biodiesel, Inc., a Kansas corporation to A Legal Entity, To Be Determined.**

11. **Provide this company with a properly completed and executed Owner's Affidavit.**

12. **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.

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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 2026, and subsequent years, none now due and payable.**

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

8. **Roadway easement, if any, over the South 25 feet of subject property.**

9. **The terms and provisions contained in the document entitled "Certificate of Appropriation for Beneficial Use of Water" filed as 1274, Page 1042.**

10. **Rights or claims of parties in possession not shown by the public records.**

11. **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.**

12. **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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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

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

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liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to 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

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COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE 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.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at **http://www.alta.org/arbitration**.

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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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AMERICAN LAND TITLE ASSOCIATION

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

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

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

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Security 1st Title

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

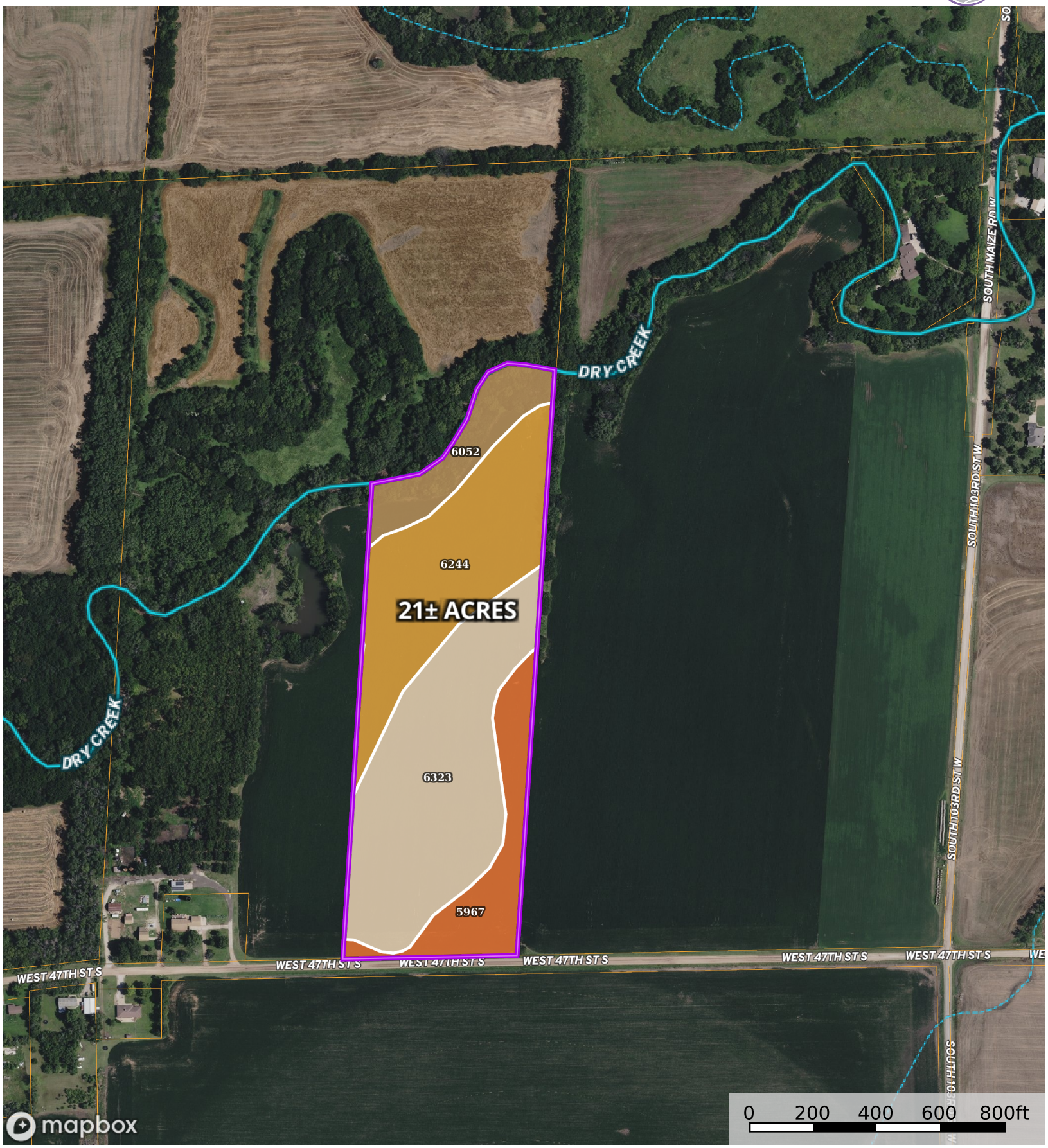
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AMERICAN LAND TITLE ASSOCIATION

Healy Biodiesel 2

Kansas, AC +/-



Boundary 1 | Stream, Intermittent | River/Creek | Water Body

Gene Francis

P: 316-524-8345 https://genefrancis.com/ 12140 W K-42 Hwy, Wichita, KS

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Land id® Services makes no warranties or guarantees as to the completeness or accuracy thereof.

| Boundary 1 21.29 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6323	Blanket silt loam, 1 to 3 percent slopes	9.05	42.53	0	63	2e
6244	Elandco silt loam, rarely flooded	6.83	32.1	0	76	1
5967	Tabler silty clay loam, 0 to 1 percent slopes	3.1	14.57	0	56	2s
6052	Elandco silt loam, occasionally flooded	2.31	10.86	0	75	2w
TOTALS		21.29(*)	100%	-	67.48	1.68

(*) 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

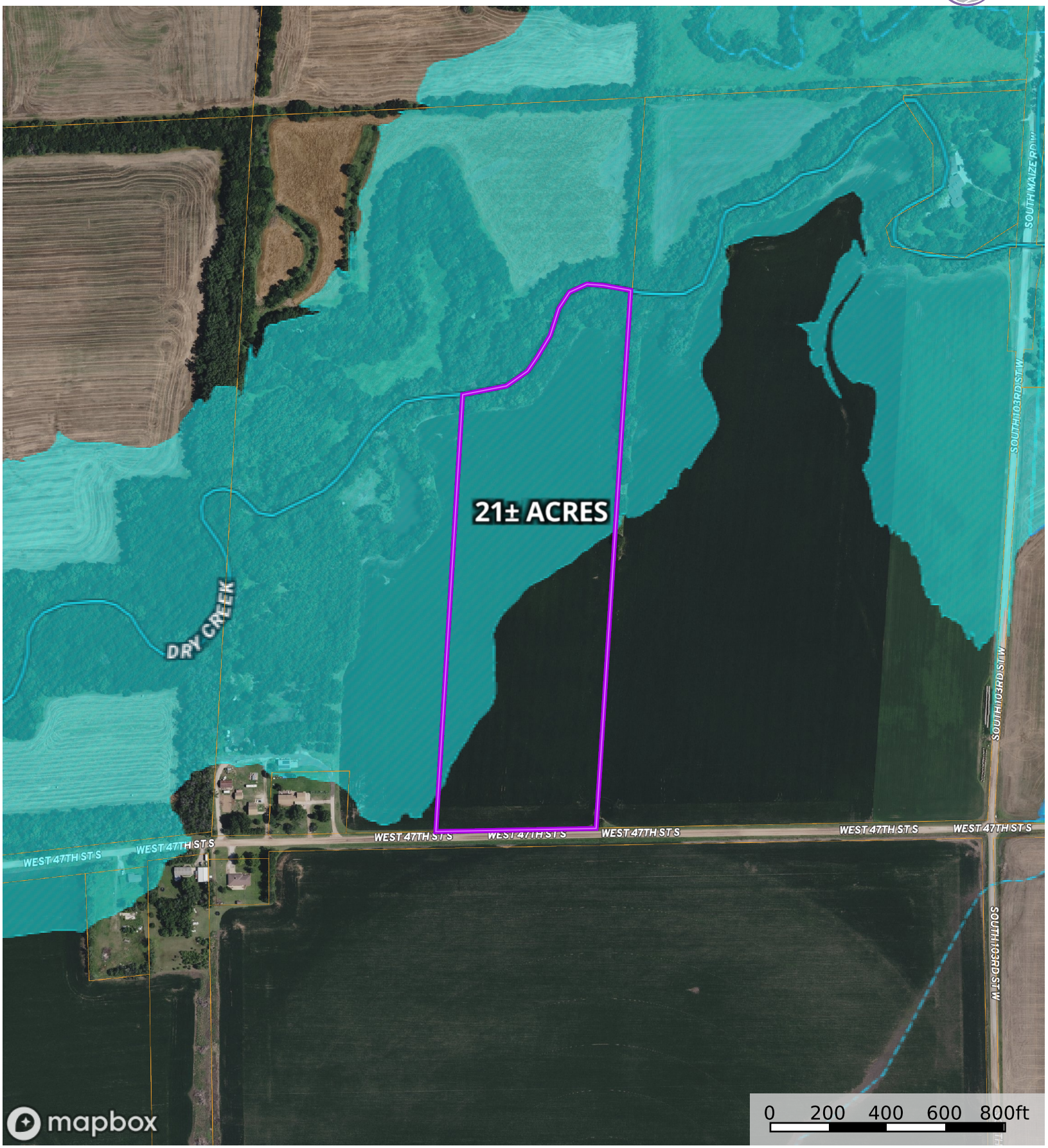
Land, Capability	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing **Cultivation**

(c) climatic limitations (e) susceptibility to erosion
(s) soil limitations within the rooting zone (w) excess of water

Healy Biodiesel 2

Kansas, AC +/-



Boundary 1 | 100 Year Floodplain | 500 Year Floodplain | Floodway | Special | Unmapped/ Not Included | Stream, Intermittent | River/Creek | Water Body

Gene Francis

P: 316-524-8345 https://genefrancis.com/ 12140 W K-42 Hwy, Wichita, KS

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