

# AUCTION

## PROPERTY INFORMATION



Find Your Freedom<sup>®</sup>

**HEARTLAND MOTORSPORTS PARK AUCTION**  
**TOPEKA, KANSAS**



**Heritage Brokers  
& Auctioneers**

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**Heritage Brokers  
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 98 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: [www.BidHeritage.com](http://www.BidHeritage.com) (for Auctions) and [www.BuyHeritage.com](http://www.BuyHeritage.com) (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink that reads "Shawn Terrel".

R. Shawn Terrel, CAI, AARE  
Owner / Broker / Auctioneer

**UNITED COUNTRY®**

*in Kansas City since 1925*

(877) 318-0438 Office \* (816) 420-6219 Fax \* 2820 NW Barry Rd., Kansas City, MO 64154




[www.BidHeritage.com](http://www.BidHeritage.com) & [www.BuyHeritage.com](http://www.BuyHeritage.com)



**TRACTS**  
**13-22**  
(COMBINED)



# TRACT INFORMATION

TRACT #	ACRES±	SQ FT±	BUILDING SQ FT±	DESCRIPTION
1	12.22	525,366	0	Industrial Development Land  <b>TRACTS 1-12</b>
2	9.05	389,449	0	
3	17.52	766,607	200	
4	10.59	457,501	0	
5	5.56	248,753	0	
6	15.98	675,282	0	
7	97.39	4,242,308	0	
8	51.85	2,255,537	0	
9	6.35	277,042	0	
10	2.47	110,642	0	
11	1.9	79,060	0	
12	2.71	112,605	0	
13	47.68	2,044,240	7,192	Heartland Race Park  <b>TRACTS 13-22</b>
14	0.75	32,670	17,388	
15	0.46	20,098	0	
16	5.92	263,664	975	
17	23.82	1,000,910	2,520	
18	2.59	112,681	11,088	
19	0.46	19,936	0	
20	31.03	1,351,780	0	
21	46.32	2,053,418	0	
22	174.76	7,615,587	49,068	
23	7.31	317,675	0	Industrial Development Land  <b>TRACTS 23-29</b>
24	8.17	354,109	0	
25	6.98	304,299	0	
26	11.15	486,738	0	
27	9.81	431,537	0	
28	8.25	361,949	792	
29	2.1	72,852	0	

**Property Location: 7530 SW Topeka Blvd, Topeka, KS 66619**

### Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I \_\_\_\_\_ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

- **The property currently known as the Heartland Motorsports Park - consisting of (29) county parcels, and being offered in (20 Tracts)**

**Legally described as:**

A 621.65+/- acre tract of land located in a special district of the City of Topeka, Shawnee County, Kansas, to be offered in (20 Tracts) as outlined below. The full and complete legal description for each tract shall be provided by the title company.

- o **Online Bidding Opens on Wednesday, June 5th, 2024 at 6:00 pm (CT)**
- o **Online Bidding begins to Close on Wednesday, July 24th, 2024 at 6:00 pm (CT)**

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions for this auction.

**I understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country| Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

#### Online Auction Terms & Conditions

- 1) **No Reserve Auction: (Tracts 1-12 and 23-29)** are being offered with no reserve price or minimum bid, and shall be sold to the highest bidder.

**Seller Confirmation Auction: (Tracts 13-22)** shall be sold combined as one tract, and with all bids being subject to the Seller's approval.

- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at [lucinda@buyheritage.com](mailto:lucinda@buyheritage.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below.
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the advertised Property Preview dates. The property may also be inspected by scheduling an appointment with the Auction company at (877) 318-0438.

**Property Preview Dates:**

- **Wednesday, June 26th @ 1:00PM**
- **Wednesday, July 10th @ 1:00PM**

- 5) **Buyer's Premium:** A **Five Percent (5%)** Buyer's Premium shall be added to the final bid price placed online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 5% buyer's premium = total purchase price of \$105,000).
- 6) **Cash Offer/No Financing Contingency:** By participating in this auction, bidder hereby agrees that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. All purchases are in U.S Funds only.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract in its current form and which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be executed and received by **United Country | Heritage Brokers & Auctioneers** no later than 24 hours from the time said Sales Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered or scanned and emailed. A sample Auction Real Estate Sales Contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment:** A Ten Percent (10%) non-refundable down payment based on the total contract purchase price (which includes the buyer's premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **Friday, August 23rd, 2024**. Closing shall take place at **Lawyers Title of Kansas, 5715 SW 51st St. Topeka, KS 66604** Closer is **Kyle Mead**, email is **kjmead@ltkansas.com**, phone number is **(785) 271-9500**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record. There are easements outlined in the title insurance commitment and are available as a public record. (**Private Sewer System Easement**) The property contains a private sewer system tied to the lagoons on Tract 7, which affects multiple tracts as outlined in the "City of Topeka Utilities" map provided in the Property Information Packet. Buyers further understand and agree to the recording of an Easement for said private sewer lines, sewer system and lagoons on any tracts requiring said easement.
- 11) **Minerals:** The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** All tracts are legally described, so No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title Insurance:** Title Insurance in the full amount of the purchase price will be provided by the seller. Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller acknowledges the existence of delinquent taxes and shall pay any previous years taxes upon closing. The current year's real estate taxes shall be prorated to the date of closing.

- 16) **Personal Property (Bleachers & Digital Sign):** The electronic (digital) signage located on Tract 1, and the stadium bleachers located on Tracts 13-22 are considered personal property and shall be retained by the Seller. **THESE ITEMS DO NOT SELL WITH THE REAL ESTATE...** The digital sign and stadium bleachers may be retained and/or sold by the Seller under a separate agreement. The Buyer hereby understands and agrees to allow Seller up to (180 days) following the closing of the real estate transaction, for the sale and removal of said digital sign and stadium bleachers.
- 17) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the “Maximum Bid” feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 18) **Soft Close:** If a bid is received within the last (6 minutes) of the auction, the auction close time will automatically extend adding (6 minutes) to the clock on all tracts, allowing other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates last second bidding "snipers" and encourages a fair and impartial bidding experience for all participants.
- 19) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller’s reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 20) **Pre-Auction Offers:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers should meet the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offers at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property (tracts), however the amount of the offer shall remain confidential. All pre-auction offers should allow a minimum of 24 hours for seller’s acceptance.

**SIGNATURE PAGE TO FOLLOW:**

## Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

**Types of Brokerage Relationships:** A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

**Seller's Agent:** The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

**Buyer's Agent:** The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

**An Agent**, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

**The transaction broker** is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

**Agents and Transaction Brokers** have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

\_\_\_\_\_  
Licensee

Richard Shawn Terrel

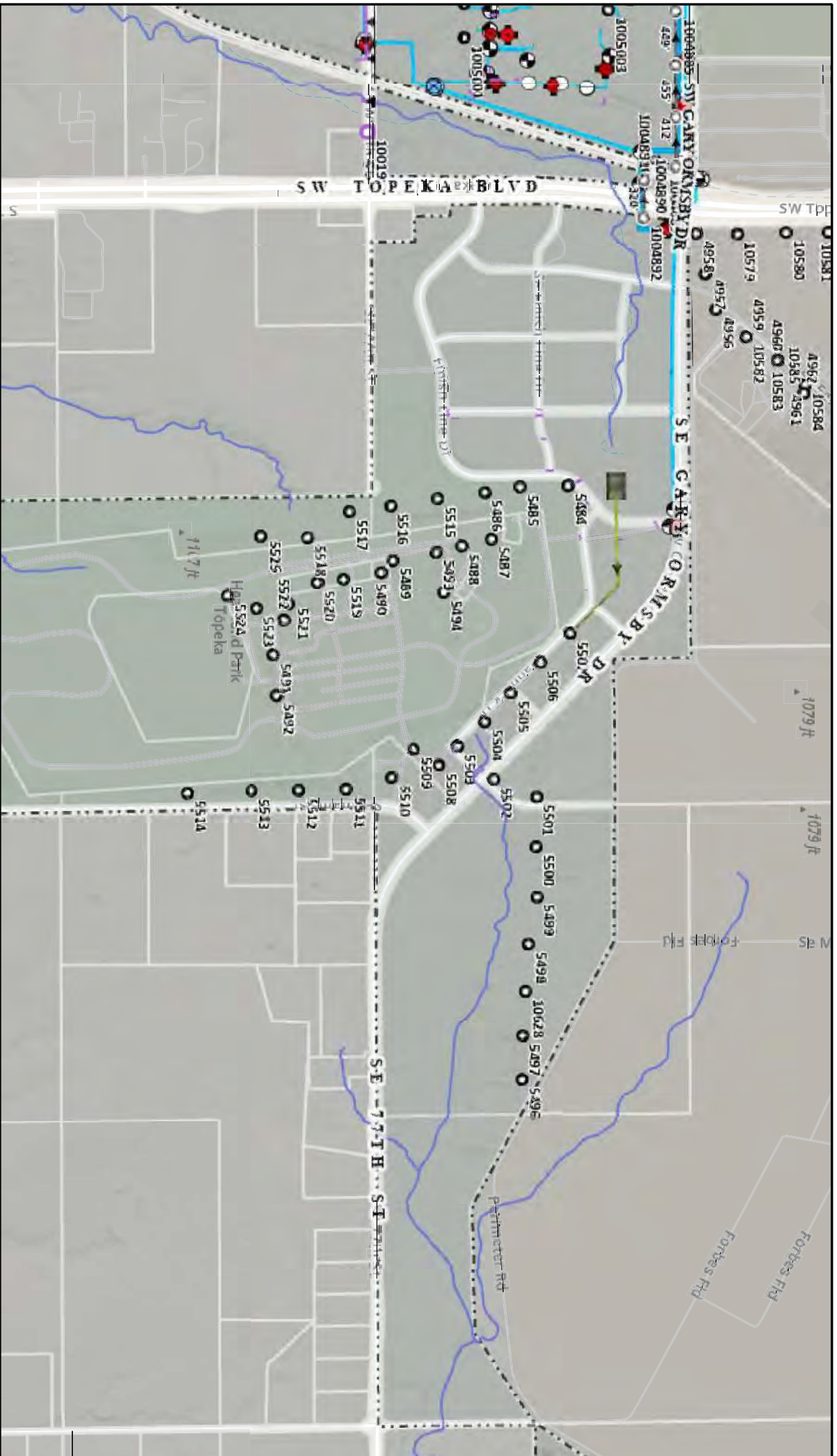
\_\_\_\_\_  
Supervising/branch broker

\_\_\_\_\_  
Heritage Brokers & Auctioneers

\_\_\_\_\_  
Real estate company name approved by the commission

\_\_\_\_\_  
Buyer/Seller Acknowledgement (not required)





City of Topeka Utilities

- |  |                        |  |                         |  |                |  |                       |
|--|------------------------|--|-------------------------|--|----------------|--|-----------------------|
|  | Roadway Labels         |  | City Interceptor        |  | Water Lateral  |  | Shut Off Valve        |
|  | Channel                |  | City Collector          |  | Transmission   |  | Hydrant Shutoff Valve |
|  | Storm Pipe             |  | City owned Manhole      |  | Distribution   |  | Isolation Valve       |
|  | Storm Culvert          |  | Private Manhole         |  | Active Hydrant |  | Other Valve           |
|  | City of Topeka Manhole |  | Wastewater Pump Station |  | System Valve   |  | Tax Parcel            |
|  | Wastewater Force Main  |  | City Boundary           |  |                |  |                       |

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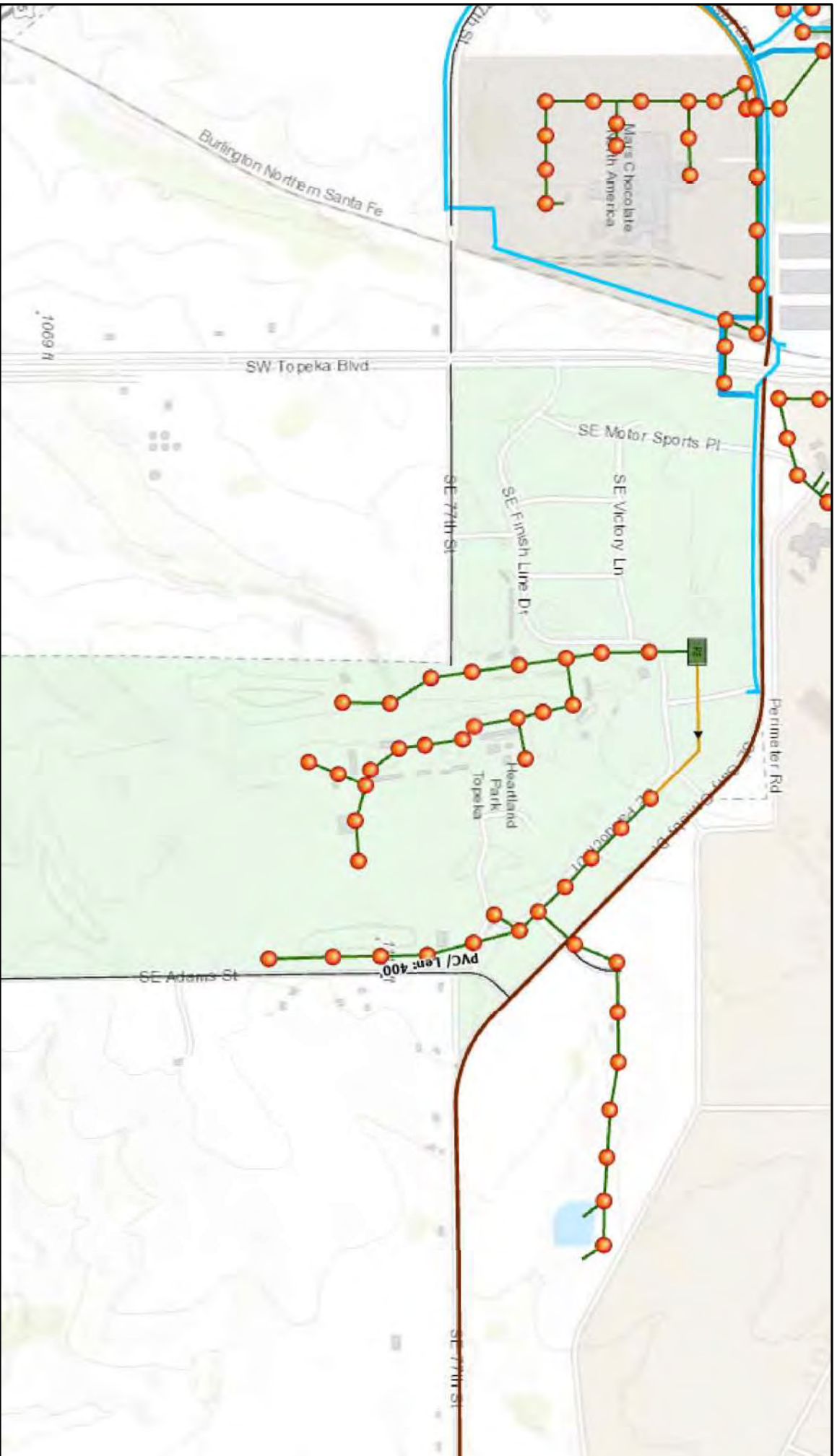
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June 6, 2024

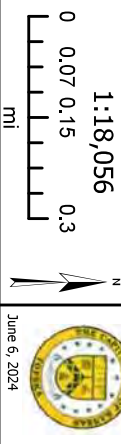
**City of Topeka, Kansas GIS Data Disclaimer**

While the City of Topeka, Kansas makes every effort to maintain and distribute accurate information, **NO WARRANTIES AND/OR REPRESENTATIONS OF ANY KIND** are made regarding information, data or services provided. In no event, shall the City of Topeka, KS be liable in any way to the users of this data. Users of this data shall hold the City of Topeka, KS harmless in all matters and accounts arising from the use and/or accuracy of this data. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder.



Wye Locate

- Gravity/Main Label
- Service/line label
- Manhole label
- Wastewater Force Main
- Wastewater Pipe
- Wastewater Manhole
- Wastewater Pump Station
- Collector
- Local
- Water Main



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## City of Topeka 2024 Monthly Utility Rates Schedule

The monthly utility rate schedule provides information for water, wastewater, water firelines, wholesale water, water protection fees, deposit interest rates, sales tax and Shawnee County refuse/recycling.

### WATER RETAIL

Meter Size	City	Outside City
< 1"	\$ 16.52	\$ 32.62
1"	\$ 18.64	\$ 32.62
1 1/2"	\$ 34.12	\$ 59.71
2"	\$ 54.62	\$ 95.59
3"	\$ 102.42	\$ 179.24
4"	\$ 170.66	\$ 298.66
6"	\$ 341.35	\$ 597.36
8"	\$ 546.13	\$ 955.73
10"	\$ 785.06	\$ 1,373.86
<b>Category</b>	<b>Volume Rate (per 1,000 gallons)</b>	
Single Family	\$ 6.58	\$ 11.52
Multifamily	\$ 5.34	\$ 9.35
Commercial	\$ 4.95	\$ 8.66
Industrial	\$ 4.29	\$ 7.51
Industrial II	\$ 4.04	\$ 7.07
Irrigation	\$ 7.91	\$ 13.84
Hydrant Maintenance	\$	\$ 9.08

### WATER FIRELINES

Connection Size	City	Outside City
4" or Less	\$ 17.14	\$ 30.00
6"	\$ 49.67	\$ 86.92
8"	\$ 105.64	\$ 184.87
10"	\$ 189.80	\$ 332.15
12"	\$ 308.74	\$ 540.30

# City of Topeka

## 2024 Monthly Utility Rates Schedule

### WATER WHOLESALE

Each 1,000 Gallons After Contractually Established Minimum.	\$	7.19
		per 1,000 gallons

### WATER PROTECTION FEE (Collected for State of Kansas)

Water Protection Fee	\$	0.032
		per 1,000 gallons

### WASTEWATER

\*Residential wastewater rates are based on the average water consumption for the first 3 months of the year.  
 \*Non-residential wastewater rates are based on monthly water consumption.

Meter Size	City	Readiness to Serve Charge (per connection based on water meter size)
< 1"		13.09 \$
1"		14.65 \$
1 1/2"		26.82 \$
2"		42.90 \$
3"		80.45 \$
4"		134.08 \$
6"		268.16 \$
8"		429.08 \$
10"		616.78 \$
<b>*Water Consumption</b>		<b>Volume Rate (per 1,000 gallons)</b>
All Customers		6.01 \$

### SHERWOOD WASTEWATER

Residential	First 1,500 Gallons	\$	20.90
	Each 1,000 Gallons After	\$	7.30
Commercial/Non Residential	Per 1,000 Gallons	\$	7.30

# City of Topeka 2024 Monthly Utility Rates Schedule

## STORMWATER

	Topeka	N. Topeka District
	Billed per ERU: 2,018 sq. ft. = 1 ERU	
Under 1,500 sq. ft.	\$ 4.23	\$ 3.70
1,501 to 3,500 sq. ft.	\$ 6.61	\$ 5.78
Over 3,500 sq. ft.	\$ 10.25	\$ 8.96
Apartments/Duplexes (per each living unit)	\$ 6.61	\$ 5.78
Non-residential (per ERU/month)	\$ 6.61	\$ 5.78

## REFUSE/RECYCLING (Collected for Shawnee County)

[Visit http://www.snco.us/sw/service.asp](http://www.snco.us/sw/service.asp)

## DEPOSIT INTEREST RATE

[Visit http://www.kcc.state.ks.us/pi/interest\\_rate.htm](http://www.kcc.state.ks.us/pi/interest_rate.htm)

## SALES TAX RATE

City	1.50%
County	1.35%
State	6.50%





## CITY OF TOPEKA UTILITIES FEES AND CHARGES SCHEDULE

In accordance with Topeka Municipal Code Title 13, fees and charges for services provided shall be maintained in a schedule and shall be based on the financial cost to recover the cost of said service or to secure the City from financial loss. This schedule serves as a listing of all fees and charges assessed by the combined utilities. All fees and charges relevant to the Utilities will be approved by the City Manager and maintained by the Utilities Director. All combined utility deposit amounts shall be established by the Utilities Director. This Schedule excludes those utilities rates, surcharges, fees, and taxes set by the City Council, Shawnee County, or the State of Kansas.

<b>UTILITY ACCOUNT DEPOSIT AMOUNTS</b>		
For a new account number established in billing system. Customers who have had their security deposits returned are not required to submit a second deposit in the event of a new utility account for the same customer class.		
Type of Fee	Amount	
<b>Residential Deposit</b>		
Single or Multi-Family Residence	\$25.00	
Duplex or 2 residences on 1 service master	\$50.00	
Apartment Building/ Condo Each Unit	\$15.00	
<b>Commercial Deposit</b>		
Business/Commercial (Domestic Use Only)	\$35.00	
Business/Commercial 5/8" or 1" service	\$100.00	
Business/Commercial 1½" service	\$150.00	
Business/Commercial 2" service	\$200.00	
Business/Commercial 3" service	\$300.00	
Wholesale Deposit	Not Applicable	
<b>Transfer Service (existing Customer ID moving from one Location ID to another):</b>		
Type of Fee	Amount	Conditions
Residential, Commercial or Industrial Deposit	Double standard amount	Customer's security deposit was returned but payment history is unfavorable.
Wholesale Deposit	Not Applicable	

<b>METER SERVICE FEES</b>	
<b>Type of Fee</b>	<b>Amount</b>
Same Day Trip Charge	\$24.00(assessed when customer requests water service turn-on occur on that same business day and/or for a return trip)
<b>Meter Testing</b>	
5/8" – 1" Meter	\$110.00
1½" – 2" Meter	\$330.00
3" and up	\$195.00
Flow search	\$83.00
<b>Miscellaneous Costs</b>	
Non-Emergency After Hours Response	Actual hours at current labor rate <sup>1</sup> (1-hour minimum)
Service Abandonment (Permanent)	To be determined at a later date
Return trips for inspections	One (1) hour at current labor rate <sup>1</sup>
<b>Fire Lines</b>	
Emergency Fire Line Turn-off Fee	To be determined at a later date
Non-Emergency Fire Line Turn-on/off Fee (normal business hours)	To be determined at a later date
Non-Emergency Fire Line Turn-on/ off Fee (after business hours)	Three (3) hours overtime at current labor rate <sup>1</sup>
<b>Meter Repair Costs</b>	
All materials used for Repairs	Cost plus 15% of the Utilities' last bid price for parts and materials (compensates for inventory and stocking)
Equipment	Current equipment rate per maintenance management system (based upon current FEMA rates)
Engineering & Administrative Fee	5% of total cost of labor, material & equipment (compensates for minimal engineering and administrative overhead)
Labor	Actual hours at current labor rate, <sup>1</sup> minimum one (1) hour
Mobile Home Park failure to complete Meter Maintenance per contract	\$30.00 per occurrence

<b>MISCELLANEOUS FEES</b>	
<b>Type of Fee</b>	<b>Amount (per occurrence)</b>
Delinquent Fee	\$32.00 (assessed at the time water service is scheduled for shut-off due to non-payment. If terminated, reconnection will be routed for next business day turn-on. If same day service is requested, an additional Same Day Trip Charge will apply.)
Illegal Water Usage Fee	\$50.00 (assessed when water service is restored by an unauthorized party)
Tampering Fee	\$100.00 (assessed when water meter has been damaged by an unauthorized party)
Unauthorized Water Service Fee	To be determined (assessed when connection is made to City water system without authorization)

<b>UTILITY BILLING FEES</b>	
<b>UTILITY PAYMENT FEES</b>	
<b>Type of Fee</b>	<b>Amount (per occurrence)</b>
Returned Payment Fee	\$30.00 (assessed when payment returned due to insufficient funds per Topeka Municipal Code 3.05.040)
Pay On-line Charge <sup>2</sup>	To be determined (assessed when payment received by credit card, debit card or check via on-line service)
Direct Payment Plan Charge <sup>2</sup>	To be determined (assessed when payment received by preauthorized bank draft)
Credit / Debit Card Charge <sup>2</sup>	To be determined (assessed when payment received by MasterCard, Visa, and debit cards via phone or in person)
Phone Check Charge <sup>2</sup>	To be determined (assessed when payment received by check via phone)
Late Payment Fee <sup>2</sup>	To be determined (assessed when payment is not received 35 days after bill date)
<b>UTILITY BILLING INSERT AND MESSAGE FEES</b>	
<b>Type of Fee</b>	<b>Amount</b>
Utility Billing Insert or Message Fee (including response handling, i.e., surveys)	Fees per Insert/Message as quoted by the City's utility bill print vendor. <ul style="list-style-type: none"> <li>• Contact Utility Billing Manager to obtain a quote</li> <li>• Includes 15% Administrative Fee</li> </ul>

<b>HYDRANT METER RENTAL FEES</b>	
<b>Type of Fee</b>	<b>Amount</b>
<b>Monthly Rental Fee</b>	
One-inch (1") disc meters	\$40.00
Three-inch (3") turbine meters	\$50.00
<b>Meter Deposit (held without interest)</b>	
One-inch (1") disc meters	\$1,100.00 (includes backflow prevention device)
Three-inch (3") turbine meters	\$2,225.00 (includes backflow prevention device)
<b>Administrative Fees</b>	
Annual Testing Fee Penalty	\$100.00 / month until meter is returned for testing. (Fee assessed if meter is not returned within ten (10) business days of notification.)
No Monthly Reading Provided	\$75.00 / month until reading is received by Utilities.
Delinquent Account Fee	\$40.00 and loss of eligibility for hydrant meter rental until the amount delinquent is paid in full.

<b>CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION FEES</b>	
<b>Type of Fee</b>	<b>Amount</b>
Lawn Irrigation System Installation Fee*	Includes Backflow Prevention Connection Fee
Residential (Single or Multi-family)	\$92.75
Commercial/Industrial	\$180.25
Backflow Prevention Connection Fee*	(Installation or Replacement)
Residential (Single or Multi-family)	\$92.75
Commercial/Industrial	\$180.25
Backflow Certification Training Fee	\$350.00
Backflow Recertification Training Fee	\$175.00
<i>*Outside City only. Inside City charges are assessed by Development Services Division.</i>	

<b>DEVELOPER MAIN FEES &amp; CHARGES</b>	
<b>Type of Charge</b>	<b>Amount</b>
Parts & Materials	Cost plus 15% of the Utilities' last bid price for the parts & materials (compensates for inventory and stocking)
Equipment	Current equipment rate per maintenance management system (based upon current FEMA rates)
Construction Inspection Fee	Actual hours at current labor rate, <sup>1</sup> minimum one (1) hour
Engineering & Administrative Fee	5% of total cost of labor, material and equipment (compensates for Minimal engineering and/or administrative overhead costs.)
Water Main Tap Fee	\$180.00 per tap (3" and larger) \$35.00 per tap (2" and below)
Purification/Pressure Testing Fee	\$30.00 per occurrence
Weekend Bac-T Testing	\$165.00
Off-site Boring	Actual contracted price

<b>WATER SYSTEM FEES</b>		
<b>Water Meter Size</b>	<b>Inside City</b>	<b>Outside City</b>
1" and less	\$350.00	\$613.00
1 1/2"	\$700.00	\$1,225.00
2"	\$1,120.00	\$1,960.00
3"	\$2,100.00	\$3,675.00
4"	\$3,500.00	\$6,125.00
6"	\$7,000.00	\$12,250.00
8"	\$11,200.00	\$19,600.00
<i>System fee for 8" and larger water meters to be determined by the Director of Utilities.</i>		
<i>For Sherwood Improvement District Customers Only: A \$25.00 connection surcharge is assessed in addition to the Outside City fee per City of Topeka Contract No. 20569.</i>		

<b>WATER SERVICE INSTALLATION + TAP SET FEES</b>	
<b>Type of Service</b>	<b>Fees and Charges</b>
5/8" Meter and 1" Tap/Service	\$1,222.73
1" Meter and 1" Tap/Service	\$1,280.23
1 1/2" Ultrasonic Meter and 1 1/2" Tap/Service	\$4,391.39
2" Ultrasonic Meter and 2" Tap/Service	\$4,793.47
Engineering Division Construction Inspection Fee (collected by the Utilities on behalf of Engineering Division)	\$49.55
<i>For plumber installations, the City provides the following for the fee listed: Meter Setter, Meter Box, Meter Ring and Cover, Tapping Saddle (up to a 12" main), Corporation, Corporation Adapter, Meter, Meter Reading Device, One Service Trip for Tap, and Utilities Inspection Fees. Additional trip charges billed at a minimum of two (2) hours at current labor rate. Additional equipment or tapping saddles for greater than 12" mains will be billed at actual cost.</i>	
<i>A water main charge plus interest may apply to customers in specific locations. Contact City Engineers at 368-3842 for more information.</i>	



<b>CITY INSTALLED WATER SERVICE INSTALLATION FEES</b>	
<b>Type of Service</b>	<b>Fees and Charges</b>
Parts and Materials	Cost plus 15% of Water Services Division's last bid price for the parts & materials (compensates for inventory and stocking)
Equipment	Current equipment rate per maintenance management system (based upon the means table.)
Labor	Actual hours at current labor rate <sup>1</sup> (1 hour minimum)
Engineering, Administrative & Miscellaneous Costs	5% of total cost of labor, material and equipment (compensates for minimal engineering and administrative overhead)
Excavation Permit Fee (Inside City Installations Only; collected by the Utilities on behalf of Development Services Division)	\$13.00
<i>Fees and charges include the additional material and labor necessary to install service and meter, and includes street boring for City installed long service. Restoration costs will be billed in addition as necessary.</i>	
<i>A water main charge plus interest may apply to customers in specific locations. Contact City Engineers at 368-3842 for more information.</i>	

<b>FIRE LINE INSTALLATION FEES</b>	
<b>Type of Charge</b>	<b>Amount</b>
Installation	Actual hours of labor at current labor rate <sup>1</sup>
Parts and Materials	Cost plus 15% of Utilities' last bid price for the parts and materials (compensates for inventory and stocking)
Equipment	Current equipment rate per maintenance management system (based upon current FEMA rates)
Engineering and Administrative Fee	5% of total cost of labor, material and equipment (compensates for minimal engineering and administrative overhead)

<b>FIRE HYDRANT RELOCATION FEES</b>	
<b>Type of Charge</b>	<b>Amount</b>
Relocation Fee	Actual material and labor costs, at the current labor rate <sup>1</sup> , required by Utilities (Topeka Municipal Code 13.10.440)
Engineering and Administrative Fee	5% of total cost of labor, material and equipment (compensates for minimal engineering and administrative overhead)
Excavation Permit Fee (Inside City Installations Only; collected by the Utilities on behalf of Development Services Division)	\$13.00

<b>SEWER SERVICE TAP FEES</b>	
<b>Type of Charge</b>	<b>Amount</b>
Inside/Outside City Sewer Tap Fee	\$200.00
Engineering Division Construction Inspection Fee	\$49.55

<b>SEWER SYSTEM FEES</b>		
<b>Water Meter Size</b>	<b>Inside City</b>	<b>Outside City</b>
1" and less	\$680.00	\$1,190.00
1 1/2"	\$1,360.00	\$2,380.00
2"	\$2,176.00	\$3,808.00
3"	\$4,080.00	\$7,140.00
4"	\$6,800.00	\$11,900.00
6"	\$13,600.00	\$23,800.00
8"	\$21,760.00	\$38,080.00
<i>Sewer System fee for larger than 8" water meters to be determined by the Director of Utilities.</i>		

<b>EXCESS STRENGTH SURCHARGES</b>	
<b>Type of Charge</b>	<b>Amount</b>
<b>Inside City</b>	
Biochemical Oxygen Demand per mg/l per 1,000 gallons	\$0.002161
Suspended Solids per mg/l per 1,000 gallons	\$0.001371
<b>Outside City</b>	
Biochemical Oxygen Demand per mg/l per 1,000 gallons	\$0.003782
Suspended Solids per mg/l per 1,000 gallons	\$0.002399
<b>Septic Disposal</b>	
Septic Disposal per 1,000 gallons (effective 6/1/2022)	\$40.25

<b>MISCELLANEOUS CHARGES</b>	
<b>Type of Charge</b>	<b>Amount</b>
Lime Residual Hauling per 16-20 ton truckload (no partial Loads) Charged to the Utilities by haulers.	\$300.00
Bulk Water (Bulk Water station located at Distribution Facility)	\$0.25 per 50 gallons

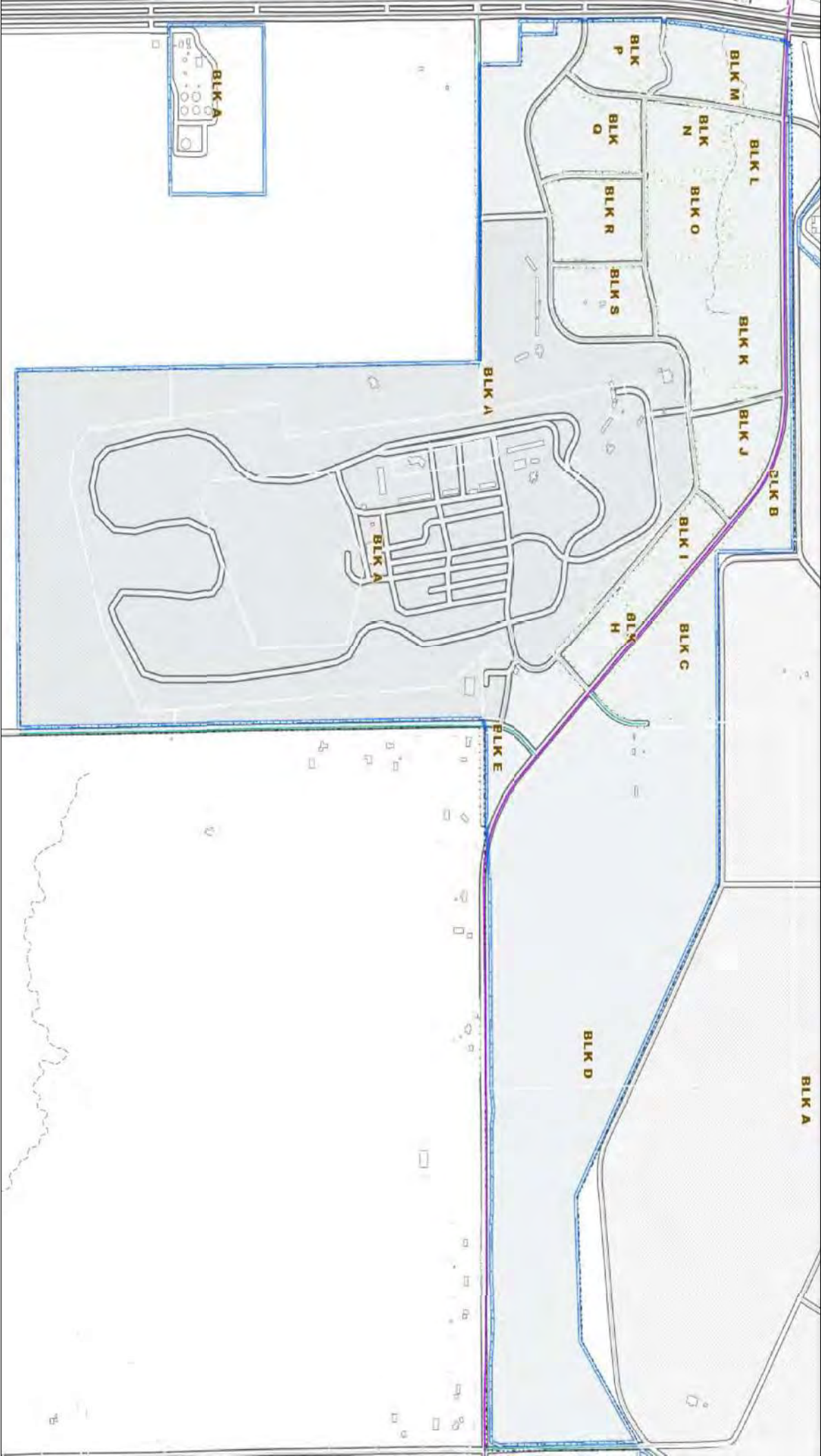
**PUBLIC INFRASTRUCTURE RECORDS REQUEST FEES**

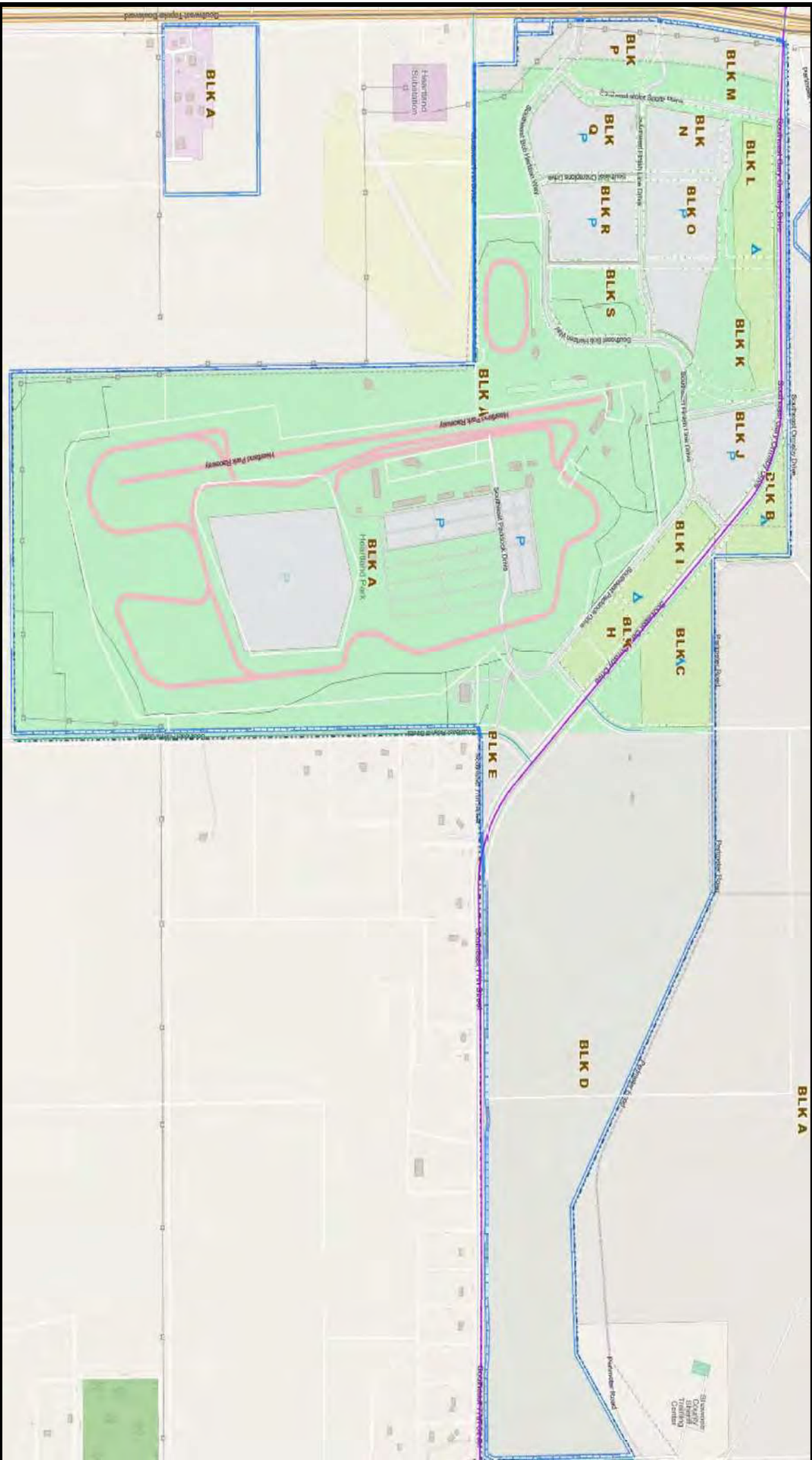
Utilities System Records

Type of Fee	Amount
<b>Printing/Plotting Charges</b>	
8 ½ X 11"	\$0.00
11" X 17"	\$2.00 (Aerials <u>or</u> contours)/\$4.00 (Aerials <u>and</u> contours)
18" X 24"	\$4.00 (Aerials <u>or</u> contours)/\$8.00 (Aerials <u>and</u> contours)
24" X 24" 24" X 36"	\$6.00 (Aerials <u>or</u> contours)/\$12.00 (Aerials <u>and</u> contours)
36" X 36"	\$9.00 (Aerials <u>or</u> contours)/\$16.00 (Aerials <u>and</u> contours)
36" X 48"	\$12.00 (Aerials <u>or</u> contours)/\$20.00 (Aerials <u>and</u> contours)
<b>Copying Charges</b>	
8 ½ X 11"	\$0.00
11" X 17"	\$0.50
18" X 24"	\$1.00
24" X 24"	\$2.00 (older aerials)
24" X 36"	\$2.00 (¼-section plats, subdivision plats, project plans)
36" X 36"	\$3.00
36" X 48"	\$4.00
<b>Electronic Data</b>	
CD	\$10.00
DVD	\$15.00
<i>Note: An additional charge at the current labor rate may apply for research time accrued in fulfilling the record request.</i>	

<sup>1</sup> Current labor rate = \$55.00

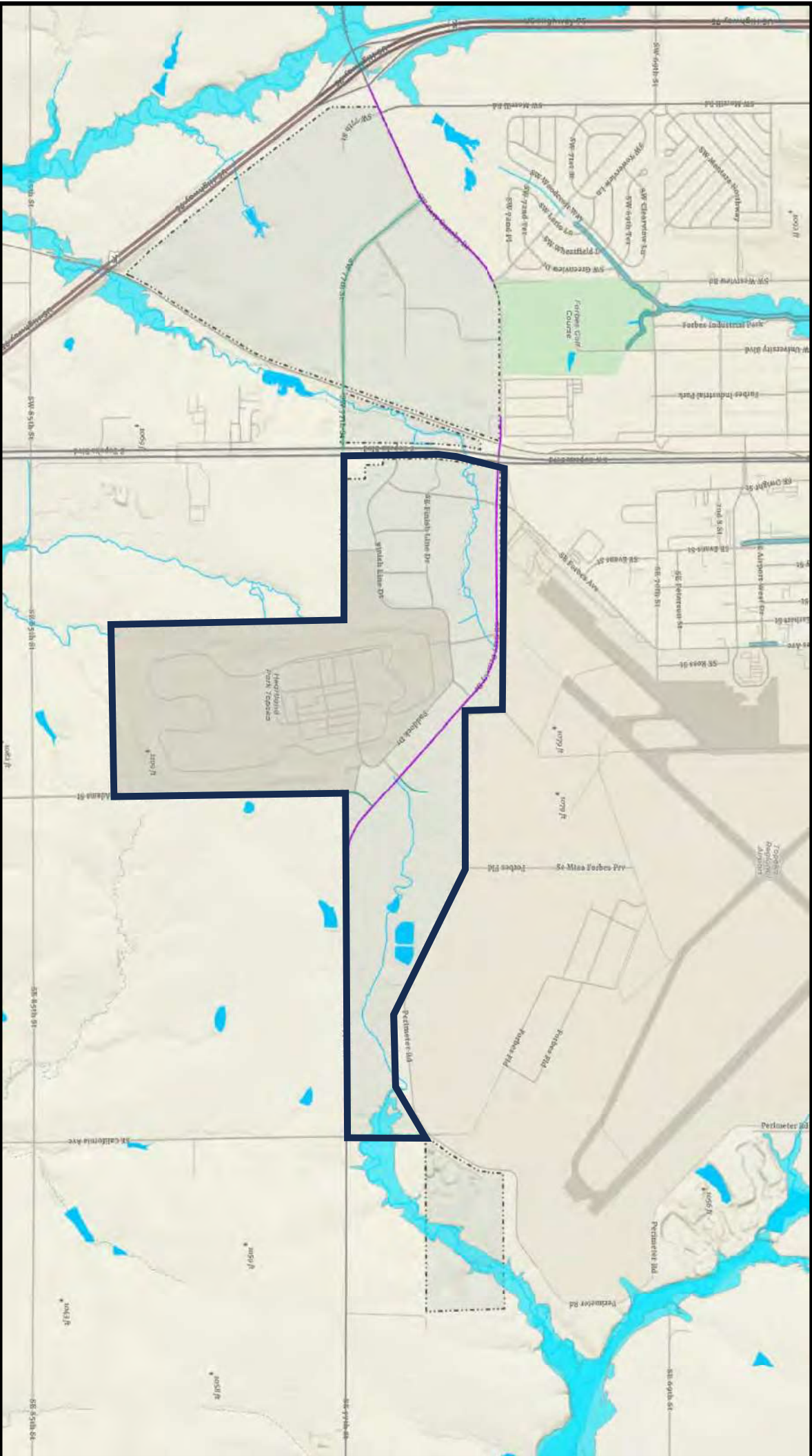
<sup>2</sup> Currently not assessed by the Utilities; may be assessed at a future date





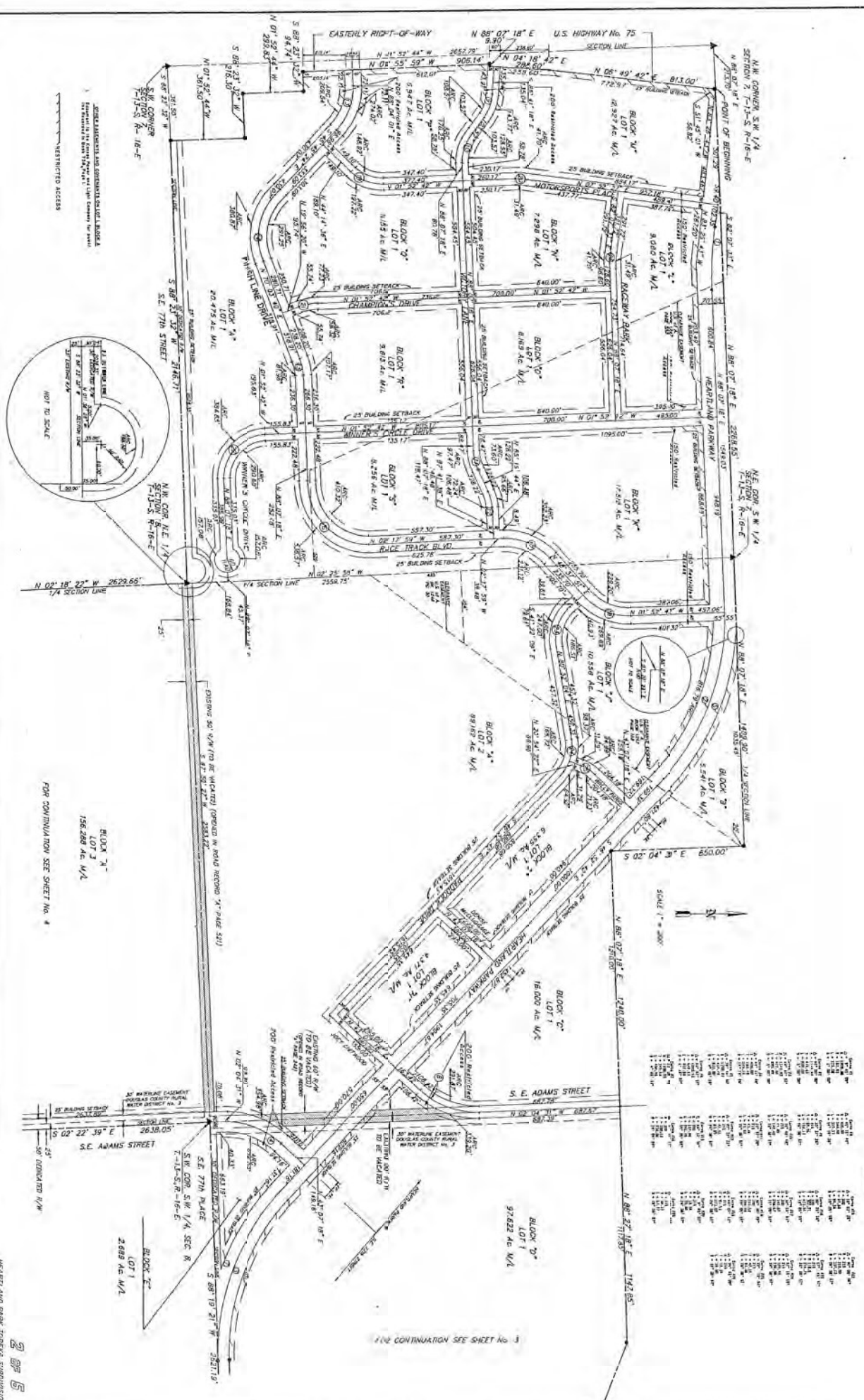




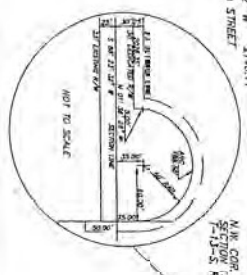








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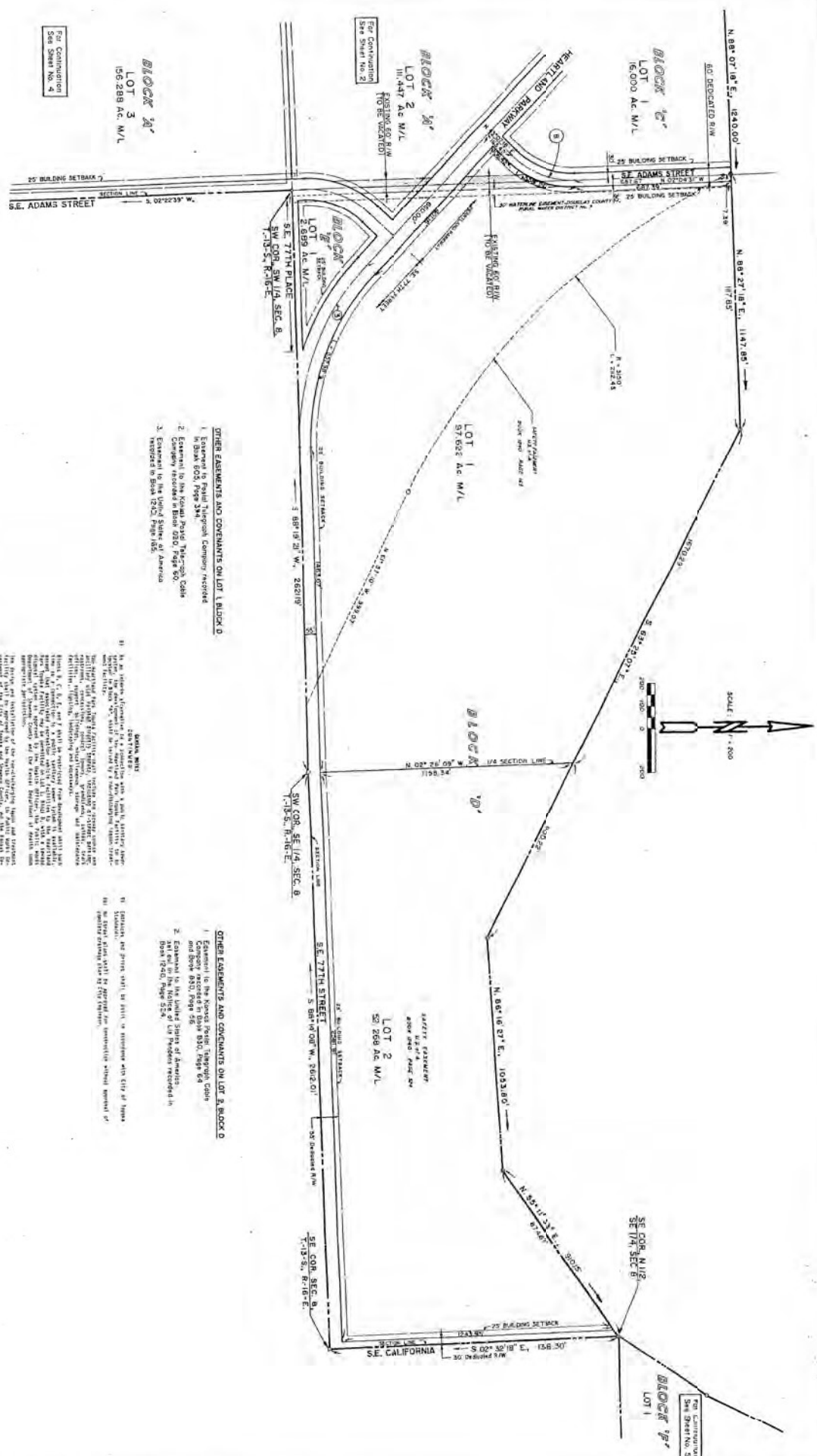
FOR CONTINUATION SEE SHEET NO. 4

NEARLAND BANK TRUST CORPORATION

Block	Lot	Area (Ac.)	W/L
BLOCK 1	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 2	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 3	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 4	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 5	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 6	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 7	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 8	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 9	LOT 1	1,000	W/L
	LOT 2	1,000	W/L
BLOCK 10	LOT 1	1,000	W/L
	LOT 2	1,000	W/L

Scale 1" = 200'

FOR CONTINUATION SEE SHEET NO. 3



For Comparison See Sheet No. 4

**BLOCK 11**  
LOT 3  
156.289 AC. M/L

For Comparison See Sheet No. 2

**BLOCK 10**  
LOT 2  
11.447 AC. M/L  
EXISTING FOR R/W TO BE VACATED

**BLOCK 12**  
LOT 1  
16.000 AC. M/L

**BLOCK 10**  
LOT 1  
2.859 AC. M/L  
SW COR. SW 1/4 SEC. 8  
T-13-S, R-16-E

**BLOCK 10**  
LOT 1  
57.695 AC. M/L

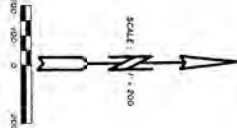
**BLOCK 12**  
LOT 2  
52.768 AC. M/L

**BLOCK 12**  
LOT 1  
SE COR. N 1/2 SEC. 1/4 SEC. 8

- OTHER EASEMENTS AND COVENANTS ON LOT 1, BLOCK 10**
- Easement to Postal Telegraph Company recorded in Book 605, Page 314.
  - Easement to the Kansas Power Telegraph Co. Company recorded in Book 620, Page 60.
  - Easement to the Union State of America recorded in Book 1522, Page 185.

- OTHER EASEMENTS AND COVENANTS ON LOT 2, BLOCK 10**
- Easement to the Kansas Power Telegraph Co. Company recorded in Book 620, Page 60.
  - Easement to the Union State of America recorded in Book 1522, Page 185.

14. In the vicinity of Adams Street, a connection with a water supply line...  
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 98. The plat shows a 20-foot wide strip of land...  
 99. The plat shows a 20-foot wide strip of land...  
 100. The plat shows a 20-foot wide strip of land...



BLOCK 4

FOR CONTINUATION SEE SHEET NO. 2

LOT 1  
137,808 AC. MIL.

LOT 2  
11,447 AC. MIL.

LOT 3  
15,288 AC. MIL.

LOT 4  
73,365 AC. MIL.

BLOCK 5

Block 32 Page 10

30' Dedicated R/W  
25' BUILDING SETBACK  
S. 88°23'32" W. 244.67'

NW COR. NE 1/4,  
SECTION 18,  
T.13S., R.16E.

EXISTING 30' R/W 110' IS VACATED  
3 81°55'27" W. 2383.22'

50' DEDICATED R/W  
25' BUILDING SETBACK  
S. 88°00'15" W. 2343.04'

SE COR. SW 1/4, SEC. 8,  
T.13S., R.16E.

25' BUILDING SETBACK  
SECTION LINE  
S. 88°19'21" W. 282.08'

S. 77TH STREET

N. 02°18'22" W. 2629.66'

N. 02°18'52" W. 1319.82'

S. 88°00'15" W. 2343.04'

S. 02°22'39" E. 2638.05'

S. 02°22'27" E. 1318.96'

NW COR. SE 1/4, SEC. 18,  
T.13S., R.16E.

S. 88°01'21" W.  
2346.59'

SE COR. NE 1/4, SEC. 18,  
T.13S., R.16E.

SW COR. N 1/2, SE 1/4,  
SEC. 18, T.13S., R.16E.

SE COR. N 1/2, SE 1/4,  
SEC. 18, T.13S., R.16E.

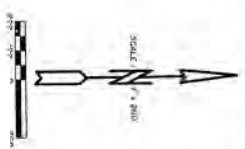
1/4 SECTION LINE  
1834.1

1/4 SECTION LINE  
1834.1

SECTION LINE  
2312.41'

60' Private Easement - International Paper Co.

'A'



OTHER EASEMENTS AND COVENANTS ON LOT 3, BLOCK 4  
Easement to Street Light Pole Line Company for  
light poles and wires located in Block 32, Page 10 of  
this plat, recorded in Book 850, Page 509  
Light Company Third Class of America for  
2. Easement to use and maintain all overhead light  
poles, wires and lines together with appurtenances  
thereunto reserved in Book 850, Page 509.

OTHER EASEMENTS AND COVENANTS ON LOT 4, BLOCK 4  
Easement to Street Light Pole Line Company for  
light poles and wires located in Block 32, Page 10 of  
this plat, recorded in Book 850, Page 509  
Light Company Third Class of America for  
2. Easement to use and maintain all overhead light  
poles, wires and lines together with appurtenances  
thereunto reserved in Book 850, Page 509.







# Fidelity National Title Insurance Company

## ALTA COMMITMENT FOR TITLE INSURANCE issued by FIDELITY NATIONAL 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.

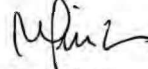
THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

### *Fidelity National Title Insurance Company*

By:   
Randy Quirk  
President

ATTEST   
Marjorie Nemzura  
Corporate Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**ALTA Commitment for Title Insurance (7-1-21) w-KS Mod**

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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; and
  - g. a counter-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 liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 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 and authenticated by a person authorized by the Company.
- 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

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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 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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COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e:

Issuing Agent: Lawyers Title of Kansas, Inc.
Issuing Office: 5715 SW 21st St Topeka, KS 66604
Issuing Office's ALTA® Registry ID: 0001247
Loan ID Number:
Issuing Office File Number: Order ID 72451
Property Addresses: SE Gary Ormsby Dr., Topeka KS 66619 (Tr 1-5, 9-11, 14-16, 19, 22-28); SE Adams St Berryton, KS 66409 (Tr 12, 17 & 21); 7103 SE Gary Ormsby Dr., Topeka KS 66619 (Tr 6); 7520 SE Adams St Berryton, KS 66409 (Tr. 7); 135 SE Finish Line Dr. Topeka KS 66619 (Tr 13); 8231 SE Adams St., Wakarusa KS 66546 (Tr 20); 7642 SW Topeka Blvd, Wakarusa KS 66546 (Tr. 29)
Revision Number: N/A

- 1. Commitment Date: 05/29/2024 07:00 AM
2. Policy to be issued:
(a) 2021 ALTA® Owner's Policy:
Proposed Insured: Purchaser with contractual rights under purchase agreement with vested owner identified in Schedule A, Item 4
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: Fee Title
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:
Shelby Development LLC, a Missouri limited liability company
5. The Land is described as follows: See Next Page Schedule A for Legal Description

LAWYERS TITLE OF KANSAS, INC.

By: [Signature]
Authorized Signatory

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**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A  
Legal Description**

**Tract 1: Lot 1, Block M, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 2: Lot 1, Block L, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 3: Lot 1, Block K, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 4: Lot 1, Block J, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 5: Lot 1, Block B, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 6: Lot 1, Block C, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 7: Lot 1, Block D, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 8: Lot 2, Block D, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 9: Lot 1, Block I, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tract 10: A part of Lot 1, Block H, Heartland Park Topeka Subdivision in the City of Topeka, Shawnee County, Kansas, described as follows: Beginning at the Northernmost corner of said Lot 1; thence Southeast on Az 133 Degrees 07 Minutes 18 Seconds, 364.05 feet coincident with the South right of way of Heartland Parkway; thence on AZ 223 Degrees 07 minutes 18 Seconds, 295.00 feet to the North right of way of Paddock Drive; thence on Az 313 Degrees 07 Minutes 18 Seconds, 364.05 feet coincident with last said right of way line; thence on Az 43 Degrees 07 Minutes 18 Seconds, 295.00 feet coincident with the East right of way line of Denise McCluggage to the point of beginning.**

**Tract 11: Lot 1, Block H, Heartland Park Topeka Subdivision in the City of Topeka, Shawnee County, Kansas, EXCEPT the following described tract: Beginning at the Northernmost corner of said Lot 1; thence Southeast on Az 133 Degrees 07 Minutes 18 Seconds, 364.05 feet coincident with the South right of way of Heartland Parkway; thence on AZ 223 Degrees 07 minutes 18 Seconds, 295.00 feet to the North right of way of Paddock Drive; thence on Az 313 Degrees 07 Minutes 18 Seconds, 364.05 feet coincident with last said right of way line; thence on Az 43 Degrees 07 Minutes 18 Seconds, 295.00 feet coincident with the East right of way line of Denise McCluggage to the point of beginning.**

**Tract 12: Lot 1, Block E, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.**

**Tracts 13 through 22: Lots 1, 2, 3 and 4, Block A, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas. EXCEPT the following described tract: A parcel of land located in Lot 3, Block A, Heartland Park Topeka Subdivision, located in the Northeast Quarter of Section 18, and the Southeast Quarter**

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of Section 7, in Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows:

Commencing at the Northeast corner of said Section 18, Thence South 87 degrees 50 minutes 29 seconds West along the North line of said Northeast Quarter 50.00 feet to the Northeast corner of said Lot 3, Block A, Heartland Park Topeka Subdivision, and the True Point of Beginning; Thence South 2 degrees 22 minutes 39 seconds East along the East line of said Lot 3, and parallel with the East line of said Northeast Quarter 2637.91 feet to the South line of said Lot 3, said point being a point on the South line of said Northeast Quarter which is South 88 degrees 00 minutes 41 seconds West 50.00 feet from the Southeast corner of said Northeast Quarter, Thence South 88 degrees 00 minutes 41 seconds West along the South line of said Lot 3, a distance of 110.86 feet to the East line of an existing parcel described as Addition No. 2, in Deed Book 2509 Page 758 in the Shawnee County Register of Deeds Office, Thence North 5 degrees 26 minutes 44 seconds West along the East line of said existing parcel 2320.30 feet, Thence North 36 degrees 58 minutes 39 seconds West along the East line of said existing parcel 387.45 feet to the North line of said Lot 3, Thence North 87 degrees 50 minutes 29 seconds East along said North line 455.22 feet to the Point of Beginning, containing 11.73 acres, and subject to any easements of record.

Tract 23: Lot 1, Block N, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

Tract 24: Lot 1, Block O, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

Tract 25: Lot 1, Block P, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

Tract 26: Lot 1, Block Q, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.,

Tract 27: Lot 1, Block R, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

Tract 28, Lot 1, Block, S, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

Tract 29: A tract of land in the Southwest Quarter of Section 7, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows;

Beginning at the Southwest corner of said Section 7; thence East along the South line of said Section 7, 361.5 feet; thence North parallel to the West line of said Section, 361.5 feet; thence West parallel to the South line of said Section, 361.5 feet; thence West parallel to the South line of said Section, 361.5 feet; thence South 361.5 feet to the place of beginning, EXCEPT that part taken for highway right-of-way and public road.

[The following is/are the last document(s) transferring title of record and are provided for informational purposes only:

Warranty Deed dated February 29, 2016, executed by CoreFirst Bank & Trust, to Shelby Development, LLC, filed March 2, 2016 at 9:03 a.m., and recorded in [Document No. 2016R03340](#). (Tracts 1, 2 and 3)

Warranty Deed dated April 25, 2017, executed by Sharon Virginia Arnold Bayless aka Sharon Virginia Arnold and Monte Bayless, wife and husband, to Shelby Development, LLC, filed May 5, 2017 at 1:51 p.m., and recorded in [Document No. 2017R07489](#). (Tract 4)]

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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, delivered, and recorded in the Public Records.**
5. **In the event that the subject property is subject to a Homeowners Association which collects dues or other assessments, furnish proof that said sums are paid.**
6. **Require payment of the real estate taxes and any special assessments due and payable therewith for the years 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023. (Tr 1-2, 4-12, 14-20, 22, 28)**

**Require payment of the real estate taxes and any special assessments due and payable therewith for the years 2017, 2018, 2019, 2020, 2021, 2022 and 2023. (Tr 3, 13, 21, 23-27)**

**2023 Real Estate Taxes: \$1,868.96**

**ID Number - R72844; 2030700005001000 Tr 1**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72844>**

**2023 Real Estate Taxes: \$738.82**

**ID Number - R72843; 2030700004001000 Tr 2**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72843>**

**2023 Real Estate Taxes: \$3,128.90**

**ID Number - R72842; 2030700003001000 Tr 3**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72842>**

**2023 Real Estate Taxes: \$1,808.40**

**ID Number - R72841; 2030700002001000 Tr 4**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72841>**

**2023 Real Estate Taxes: \$472.10**

**ID Number - R72840; 2030700001010000 Tr 5**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72840>**

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# Fidelity National Title Insurance Company

**2023 Real Estate Taxes: \$1,281.28**

**ID Number - R72839; 2030700001009000 Tr 6**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72839>**

**2023 Real Estate Taxes: \$8,384.32**

**ID Number - R72864; 2030800001003000 Tr 7**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72864>**

**2023 Real Estate Taxes: \$2,139.80**

**ID Number - R72865; 2030800001004000 Tr 8**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72865>**

**2023 Real Estate Taxes: \$1,094.88**

**ID Number - R72861; 2030700014001000 Tr 9**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72861>**

**2023 Real Estate Taxes: \$437.16**

**ID Number - R72859; 2030700013001000 Tr 10**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72859>**

**2023 Real Estate Taxes: \$312.74**

**ID Number - R72860; 2030700013001010 Tr 11**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72860>**

**2023 Real Estate Taxes: \$213.60**

**ID Number - R72866; 2030800002001000 Tr 12**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72866>**

**2023 Real Estate Taxes: \$25,317.36**

**ID Number - R72853; 2030700012003000 Tr 13**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72853>**

**2023 Real Estate Taxes: \$40,489.90**

**ID Number - R72856; 2030700012004030 Tr 14**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72856>**

**2023 Real Estate Taxes: \$178.34**

**ID Number - R72857; 2030700012004040 Tr 15**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72857>**

**2023 Real Estate Taxes: \$1,409.98**

**ID Number - R72855; 2030700012004020 Tr 16**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72855>**

**2023 Real Estate Taxes: \$11,094.20**

**ID Number - R72903; 2041800001001020 Tr 17**

**Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72903>**

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# Fidelity National Title Insurance Company

2023 Real Estate Taxes: \$36,979.24

ID Number - R72904; 2041800001001030 Tr 18

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72904>

2023 Real Estate Taxes: \$671.64

ID Number - R72858; 2030700012004050 Tr 19

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72858>

2023 Real Estate Taxes: \$41,944.46

ID Number - R72902; 2041800001001010 Tr 20

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72902>

2023 Real Estate Taxes: \$8,162.48

ID Number - R72913; 2041800001009000 Tr 21

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72913>

2023 Real Estate Taxes: \$146,843.98

ID Number - R72854; 2030700012004010 Tr 22

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72854>

2023 Real Estate Taxes: \$1,255.84

ID Number - R72845; 2030700006001000 Tr 23

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72845>

2023 Real Estate Taxes: \$6,103.34

ID Number - R72846; 2030700007001000 Tr 24

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72846>

2023 Real Estate Taxes: \$1,082.54

ID Number - R72850; 2030700011001000 Tr 25

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72850>

2023 Real Estate Taxes: \$1,923.82

ID Number - R72849; 2030700010001000 Tr 26

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72849>

2023 Real Estate Taxes: \$1,705.64

ID Number - R72848; 2030700009001000 Tr 27

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72848>

2023 Real Estate Taxes: \$2,778.38

ID Number - R72847; 2030700008001000 Tr 28

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72847>

**(The above tax data is provided as a courtesy only, and no liability is assumed by the title company for providing the tax amount. Prior to closing this transaction, a check must be made at the office of the County Clerk to verify that the Identification Number, legal description, general taxes and special assessments are correct and complete.)**

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# Fidelity National Title Insurance Company

7. Require cancellation and release of record of Mortgage dated January 27, 2005, executed by Jayhawk Racing Properties, LLC, to Commerce Bank & Trust, in the face amount of \_\_\_\_\_ filed January 28, 2005, recorded in [Book 4151 Page 171](#). (Tracts 9 and 10)
8. Require cancellation and release of record of Mortgage dated March 1, 2016, executed by Shelby Development, LLC, to Bankliberty, in the face amount of \_\_\_\_\_, recorded March 2, 2016, in [Document No. 2016R03341](#); and said Mortgage was modified in Modification Agreement by and between Shelby Development, LLC and Bankliberty, recorded in [Document No. 2017R01140](#). (Tracts 1-4, 7, 9-11, 13-28) NOTE: Tracts 5, 6, 8 and 12 were partially released in [Document No. 2021R27202](#).
9. Furnish the Company a properly executed Sellers/Owners Affidavit and Indemnity Form.
10. Furnish Warranty Deed properly executed by the sole member(s) or manager(s) of Shelby Development LLC, a Missouri limited liability company, to Purchaser with contractual rights under purchase agreement with vested owner identified in Schedule A, Item 4; together with Kansas real estate sales validation questionnaire fully completed and signed to accompany said Deed.
11. Return for supplemental report.

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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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien, or right to lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments, if any, not shown as existing liens by the Public Records; also taxes and assessments for the year 2024 and subsequent years.

**For Informational Purposes Only:**

2023 Real Estate Taxes: \$315.50

ID Number - R72852; 2030700012002000 Tr. 29

Link: <https://ares.sncoapps.us/PropertyTax/TaxInformation?propertyId=72852>

(The above tax data is provided as a courtesy only, and no liability is assumed by the title company for providing the tax amount. Prior to closing this transaction, a check must be made at the office of the County Clerk to verify that the Identification Number, legal description, general taxes and special assessments are correct and complete.)

7. Easements, setback lines and notes recorded on Plat, Book 32 Page 37. (Tracts 1-28)
8. Public Roads and Highways. (Tract 29)

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9. Right of Way granted to The Kansas Power and Light Company for construction and maintenance of transmission lines, recorded in [Book 0738 Page 1](#). (35 feet East of West line of Southwest Quarter of Section 7, Township 13 South, Range 16 East.) (Tracts 1, 25 and 29)
10. Right of Way Easement granted to Kansas Gas and Electric Company for construction and maintenance of transmission lines, recorded in [Book 0822 Page 303](#), and assigned to the Kansas Power and Light Company in [Book 1694 Page 309](#). (Exact location not shown) (North one-half of Southeast Quarter of Section 18, Township 13 South, Range 16 East.)(Tracts 21 and 22)
11. Right of Way Grant to The Kansas Postal Telegraph Cable Company for construction and maintenance of transmission lines, recorded in [Book 0830 Page 56](#). (Exact location not shown) (West Half of Southeast Quarter of Section 08, Township 13 South, Range 16 East)(Tract 8)
12. Right of Way Grant to The Kansas Postal Telegraph Cable Company for construction and maintenance of transmission lines, recorded in [Book 0830 Page 60](#). (Exact location not shown) (South Half of Southwest Quarter of Section 08, Township 13 South, Range 16 East)(Tracts 7 and 12)
13. Right of Way Grant to The Kansas Postal Telegraph Cable Company for construction and maintenance of transmission lines, recorded in [Book 0830 Page 64](#). (East one-half of Southeast Quarter of Section 8, Township 13 South, Range 16 East)(Tract 8)
14. Easement and right-of-way to the United States of America for construction and maintenance of obstacle lights used in connection with Topeka Air Base, together with appurtenances therein, recorded in [Book 0830 Page 561](#). (North half of Southeast Quarter of Section 18, Township 13 South, Range 16 East)(Tracts 21 and 22)
15. Right of Way Agreement by and between W.B. Zeidler and Mary E. Zeidler, his wife, and Great Lakes Pipe Line Company for construction and maintenance of pipe lines for transportation of oil, oil products or gas, recorded in [Book 1219 Page 150](#); and assigned to Williams Brothers Pipe Line Company recorded in [Book 1605 Page 487](#); and Partial Release of Right of Way recorded in [Book 2521 Page 87](#). (Exact location not shown) (South half of Northeast Quarter of Section 18, Township 13 South, Range 16 East)(Tracts 17, 20 and 22)
16. Deed and Restrictive Easement to The United States of America for the establishment, maintenance, operation and use of a safety area in connection with the Forbes Air Force Base, recorded in [Book 1240 Page 165](#). (Southwest Quarter of Section 8, Township 13 South, Range 16 East)(Tracts 7 and 12)
17. Notice and Statement of Lis Pendens by the United States of America for condemnation proceedings, recorded in [Book 1240 Page 524](#) and in [Book 1261 Page 260](#). (Southeast Quarter of Section 8, Township 13, Range 16 East)(Tract 8)
18. Restrictive Easement to the United States of America, recorded in [Book 1246 Page 30](#), [Book 1247 Page 552](#) and [Book 1267 Page 158](#) as follows: The Easement and rights hereby granted consist of the following rights over the above described lands which lie within the Runway Approach Zone and Transitional Zones hereinafter described:
  - a. The continuing perpetual right to cut ground level, destroy, and remove trees, bushes, shrubs, or any other perennial growth of undergrowth infringing upon or extending into or above the Glide Angle Plane and/or Transitional Plane hereinafter described:
  - b. The continuing perpetual right to cut to ground level, remove, destroy and prohibit the growth of such trees, bushes, shrubs or any other perennial growth, or undergrowth which could in the future infringe upon or extend into or above the Glide Angle Plane and/or Transitional Plane hereinafter described.

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- c. The right to remove, raze, or destroy buildings, other structures and land infringing upon or extending into or above the Glide Angle Plane and/or Transitional Plane hereinafter described.
- d. The right to prohibit the future construction of buildings or other structures infringing upon or extending into or above the Glide Angle Plane and/or Transitional Plane hereinafter described. (Southwest Quarter and Southwest of Southeast Quarter of Section 7, Township 13 South, Range 16 East)(Tracts 1-3, 13-15, 19, 23-29)
19. Easement granted to Quality Realty Inc., filed December 19, 1957, recorded in Book 1324 Page 322. (Tract 29)
20. Grant of Easement to Mid-America Pipeline Company for construction and maintenance of pipelines, together with appurtenances therewith, recorded in [Book 1400 Page 617](#). (South half of Northeast Quarter Section 18, Township 13 South, Range 16 East)(Tracts 17, 20 and 22)
21. Grant of Easement to Mid-America Pipeline Company for construction and maintenance of pipelines, together with appurtenances therewith, recorded in [Book 1404 Page 158](#). (North half of Southeast Quarter Section 18, Township 13 South, Range 16 East)(Tracts 21 and 22)
22. Right of Way Easement granted to Rural Water District No. 7, Shawnee County, Kansas, recorded in [Book 1506 Page 163](#). (Tract 29)
23. Right of Way Easement granted to Douglas County Rural Water District No. 3 for construction and maintenance of water lines and appurtenances therein, together with the right of ingress and egress, recorded in [Book 1991 Page 465](#). (North half of Southeast Quarter Section 18, Township 13 South, Range 16 East)(Tracts 21 and 22)
24. Right of Way Easement granted to Douglas County Rural Water District No. 3 for construction and maintenance of water lines and appurtenances therein, together with the right of ingress and egress, recorded in [Book 1991 Page 466](#). (South half of Northeast Quarter Section 18, Township 13 South, Range 16 East)(Tracts 17, 20 and 22)
25. Right of Way Easement granted to Douglas County Rural Water District No. 3 for construction and maintenance of water lines and appurtenances therein, together with the right of ingress and egress, recorded in [Book 1991 Page 467](#). (Southwest Quarter Section 8, Township 13 South, Range 16 East)(Tracts 7 and 12)
26. Resolution No. 5683 by the City of Topeka authorizing Watermain Extension Project No. 28120, filed September 2, 1988, and any costs or assessments in accordance therewith, recorded in [Book 2495 Page 94](#). (Tracts 3, 4, 9-11, 13-22, 28)
27. Easement granted to Southwestern Bell Telephone Company for construction and maintenance of a communication system recorded in [Book 2496 Page 914](#). (South half Section 7, Township 13 South, Range 16 East and Southwest Quarter Section 8, Township 13 South, Range 16 East)(Tracts 1-7, 9-16, 19, 23-29)
28. Easements and Restrictions and reversionary interests recorded in Deeds recorded in [Book 2500 Page 465](#), [Book 2667 Page 720](#), [Book 2722 Page 179](#), [Book 2722 Page 187](#), [Book 3185 Page 796](#) and [Book 3185 Page 803](#).
29. Development and Management Agreement between The City of Topeka, Kansas and Lario Enterprises, Inc., recorded in [Book 2505 Page 845](#), and corrected in affidavit recorded in [Book 2525 Page 901](#); together with Supplemental Agreement to Development and Management Agreement, recorded in [Book 2505 Page 938](#); along with Encroachment Agreement between Williams Pipeline Company, Lario Enterprises, Inc. and the City of Topeka, recorded in [Book 2525 Page 733](#); along with Indemnification Agreement between Lario Enterprises,

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Inc. and The City of Topeka recorded in [Book 2543 Page 563](#), corrected in affidavit recorded in [Book 2549 Page 19](#), and further corrected in affidavit recorded in [Book 2549 Page 306](#); and Amendment to the Development and Management Agreement, filed September 12, 2011, recorded in [Book 4929 Page 92](#); subject to Collateral Assignment, recorded in [Book 3915 Page 594](#). (All EXCEPT Tracts 9, 10 and 29)

30. Right of Way granted to The Kansas Power and Light Company for construction and maintenance of electric transmission lines, recorded in [Book 2528 Page 51](#). (Tracts 17, 18, 20 and 21)
31. Public Improvement Easement to the City of Topeka for water line, recorded in [Book 2538 Page 285](#) (Tract 2) and [Book 2538 Page 848](#). (Tract 1)
32. Public Improvement Easement granted to The City of Topeka and Lario Enterprises, Inc., for storm water drainage and storm sewer system, recorded in [Book 2549 Page 81](#). (Tracts 10, 11, 13-22)
33. Corporation Easement Grant to Southwestern Bell Telephone Company for construction and maintenance of underground transmission lines, filed September 21, 1989, recorded in [Book 2556 Page 423](#). (Tracts 7 and 8)
34. Public Improvement Easement to the City of Topeka for sanitary sewer and access, filed October 6, 1989, recorded in [Book 2559 Page 391](#). (Tracts 10, 11, 14, 15 and 19)
35. Abutters rights given to the Secretary of Transportation of the State of Kansas, recorded in Warranty Deed recorded in [Book 2559 Page 569](#). (Tracts 1 and 25)
36. Resolution No. 89-167 by the Board of County Commissioners for street and drainage improvement recorded in [Book 2636 Page 753](#). (Tracts 1-4, 9-10, 13, 23-28)
37. Easement to Southwestern Bell Telephone Company for construction and maintenance of communications system, recorded in [Book 2689 Page 480](#) and [Book 2696 Page 114](#), and amended in [Book 2703 Page 212](#). (Tract 1)
38. Settlement and Encroachment Agreement by and between Mid-America Pipeline Company, Lario Enterprises Inc. and The City of Topeka, recorded in [Book 2723 Page 261](#) and [Book 2729 Page 43](#). (Tracts 20, 21 and 22)
39. Public Improvement Easement to the Board of County Commissioners for road right of way, recorded in [Book 2786 Page 367](#) and [Book 2789 Page 882](#). (Tracts 7 and 8)
40. Right of Way granted to Western Resources, Inc. for construction and maintenance of transmission lines, filed August 15, 1994, recorded in [Book 2913 Page 961](#) (Tract 7), in [Book 2913 Page 964](#) (Tract 8) and in [Book 2913 Page 966](#). (Tract 8)
41. Ordinance No. 17634 by the City of Topeka vacating a portion of Winner's Circle Drive from the South right-of-way line of Finish Line Drive Southerly and Easterly to the end of the cul-de-sac, recorded in [Book 3508 Page 641](#). (Tract 13)
42. Notice of Metro Board of Zoning Appeals approving a variance to allow placement of an advertising sign exceeding the 300 square foot size limit located at the Southeast corner of the intersection of SW Topeka Boulevard and SE Gary Ormsby Drive filed April 6, 2004 recorded in [Book 4009 Page 36](#). (Tract 1)
43. Easement granted to Rural Water District No. 3, Douglas County, Kansas for construction and maintenance of water lines, filed October 19, 2009, recorded in [Book 4749 Page 18](#). (Tract 8)

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44. Right of Way Easement granted to The City of Topeka for vehicular and pedestrian traffic, together with customary uses, including drainage and utilities, recorded in [Book 4844 Page 97](#). (Tract 1)
45. Right of Way Easement granted to The City of Topeka for vehicular and pedestrian traffic, together with customary uses, including drainage and utilities, recorded in [Book 4844 Page 98](#). (Tract 1)
46. Right of Way Easement granted to The City of Topeka for vehicular and pedestrian traffic, together with customary uses, including drainage and utilities, recorded in [Book 4844 Page 99](#). (Tract 2)
47. Right of Way Easement granted to The City of Topeka for vehicular and pedestrian traffic, together with customary uses, including drainage and utilities, recorded in [Book 4844 Page 100](#). (Tract 1)
48. Right of Way granted to Westar Energy, Inc., for construction and maintenance of transmission lines, filed September 7, 2012, recorded in [Book 5029 Page 202](#). (Tract 13)
49. Right of Way granted to Westar Energy, Inc., for construction and maintenance of transmission lines, filed September 7, 2012, recorded in [Book 5029 Page 203](#). (Tract 25)
50. Right of Way granted to Westar Energy, Inc., for construction and maintenance of transmission lines, filed September 7, 2012, recorded in [Book 5029 Page 204](#). (Tract 1)
51. Right of Way granted to Evergy Kansas Central, Inc., filed November 30, 2020, recorded in [Document No. 2020R23393](#). (Tracts 17 and 21)
52. 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 Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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**AUCTION REAL ESTATE SALES CONTRACT**

THIS CONTRACT, made this the 24<sup>th</sup> day of July 2024, by and between Shelby Development LLC. (“Seller”) whose address is PO Box 515, Raytown, MO 64083 and \_\_\_\_\_ (“Buyer”) whose address is \_\_\_\_\_.

**1. AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by **(Warranty Deed)**, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **7530 SW Topeka Blvd., Topeka, KS 66619** and described as follows:

Legal Description: DESCRIPTIONS TO BE ATTACHED HEREIN AS “EXHIBIT A” SUBJECT TO INDIVIDUAL PROPERTY (TRACTS) PURCHASED IN THE AUCTION

(Full Legal Description to be provided by Title Company)

- 
- 2. **High Bid** ..... \$ \_\_\_\_\_
  - Buyer’s Premium (5%)** ..... \$ \_\_\_\_\_
  - Total Purchase Price** ..... \$ \_\_\_\_\_
  - Non-Refundable Down Payment/Deposit** ..... \$ \_\_\_\_\_  
 In U.S. Funds, based on (10%) of the Total Purchase Price, to be held in an non-interest bearing escrow account by Closing Agent.
  - Balance of Purchase Price** ..... \$ \_\_\_\_\_  
 In U.S. Funds, due at Closing, not including Buyer’s Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

3. **CLOSING.** Closing shall be on or by **Friday, August 23rd, 2024**. Closing shall take place at **Lawyers Title of Kansas, 5715 SW 51st St. Topeka, KS 66604** Closer is **Kyle Mead**, email is **kjmead@ltkansas.com**, phone number is **(785) 271-9500**. At Closing, Seller shall deliver to Buyer a Deed (the “Deed”), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.



4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before December 31, 2024 and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In the event that the taxes for the year of Closing are more or less than the taxes for the prior year, Seller and Buyer shall adjust the amount of the proration and Seller shall pay to Buyer the amount of any underpayment or Buyer shall pay to Seller the amount of any overpayment, as may be the case. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.
5. **CLOSING COSTS.**
  - (a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and issuance of the Title Policy (as hereinafter defined), and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller.
  - (b) **Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), Closing Agent's closing fees, any survey costs, and all additional sale or closing fees.
6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **August 23rd, 2024**. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.
7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.
8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**
  - (a) Buyer warrants and acknowledges to and agrees with Seller, and United Country – Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect.
  - (b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental



condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

- (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.
- (d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
- (e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

**Potential Proximity of Registered Offenders to Property:** Kansas Law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://Kansas.gov/kbi> or by contacting the local sheriff's office.

**Radon Notice:** Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon gas test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information, go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the “Title Commitment”) issued by the Closing Agent as agent for the “Title Insurer”. Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the “Permitted Title Exceptions”). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller, at its cost, shall cause the Title Insurer to issue and deliver to Buyer an owner’s policy of title insurance (the “Title Policy”), insuring Buyer’s fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
  - b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
  - c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer’s expense.
  - d. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.
11. **FIXTURES AND PERSONAL PROPERTY.** Only permanent fixtures and equipment currently attached to the Property will be conveyed to the Buyer. No personal property will be conveyed to the buyer which includes but is not limited to the digital signage on Tract 1 and the stadium bleachers on Tracts 13-22 (where applicable).
12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions,

prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **AGENCY.** Auctioneer is acting as an agent for the Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer.

**Franchise Disclosure.** Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.
19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Kansas State Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
3. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Kansas law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.
25. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.
26. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

**SIGNATURE PAGE TO FOLLOW**

## **Exhibit A**

### **Legal Descriptions**

**Tract 1:** Lot 1, Block M, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 2:** Lot 1, Block L, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 3:** Lot 1, Block K, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 4:** Lot 1, Block J, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 5:** Lot 1, Block B, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 6:** Lot 1, Block C, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 7:** Lot 1, Block D, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 8:** Lot 2, Block D, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 9:** Lot 1, Block I, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 10:** A part of Lot 1, Block H, Heartland Park Topeka Subdivision in the City of Topeka, Shawnee County,

Kansas, described as follows: Beginning at the Northernmost corner of said Lot 1; thence Southeast on Az 133 Degrees 07 Minutes 18 Seconds, 364.05 feet coincident with the South right of way of Heartland Parkway; thence on AZ 223 Degrees 07 minutes 18 Seconds, 295.00 feet to the North right of way of Paddock Drive; thence on Az 313 Degrees 07 Minutes 18 Seconds, 364.05 feet coincident with last said right of way line; thence on Az 43 Degrees 07 Minutes 18 Seconds, 295.00 feet coincident with the East right of way line of Denise McCluggage to the point of beginning.

**Tract 11:** Lot 1, Block H, Heartland Park Topeka Subdivision in the City of Topeka, Shawnee County, Kansas, EXCEPT the following described tract: Beginning at the Northernmost corner of said Lot 1; thence Southeast on Az 133 Degrees 07 Minutes 18 Seconds, 364.05 feet coincident with the South right of way of Heartland Parkway; thence on AZ 223 Degrees 07 minutes 18 Seconds, 295.00 feet to the North right of way of Paddock Drive; thence on Az 313 Degrees 07 Minutes 18 Seconds, 364.05 feet coincident with last said right of way line; thence on Az 43 Degrees 07 Minutes 18 Seconds, 295.00 feet coincident with the East right of way line of Denise McCluggage to the point of beginning.

**Tract 12:** Lot 1, Block E, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tracts 13 through 22:** Lots 1, 2, 3 and 4, Block A, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas. EXCEPT the following described tract: A parcel of land located in Lot 3, Block A, Heartland Park Topeka Subdivision, located in the Northeast



Quarter of Section 18, and the Southeast Quarter of Section 7, in Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows:

Commencing at the Northeast corner of said Section 18, Thence South 87 degrees 50 minutes 29 seconds West along the North line of said Northeast Quarter 50.00 feet to the Northeast corner of said Lot 3, Block A, Heartland Park Topeka Subdivision, and the True Point of Beginning; Thence South 2 degrees 22 minutes 39 seconds East along the East line of said Lot 3, and parallel with the East line of said Northeast Quarter 2637.91 feet to the South line of said Lot 3, said point being a point on the South line of said Northeast Quarter which is South 88 degrees 00 minutes 41 seconds West 50.00 feet from the Southeast corner of said Northeast Quarter, Thence South 88 degrees 00 minutes 41 seconds West along the South line of said Lot 3, a distance of 110.86 feet to the East line of an existing parcel described as Addition No. 2, in Deed Book 2509 Page 758 in the Shawnee County Register of Deeds Office, Thence North 5 degrees 26 minutes 44 seconds West along the East line of said existing parcel 2320.30 feet, Thence North 36 degrees 58 minutes 39 seconds West along the East line of said existing parcel 387.45 feet to the North line of said Lot 3, Thence North 87 degrees 50 minutes 29 seconds East along said North line 455.22 feet to the Point of Beginning, containing 11.73 acres, and subject to any easements of record.

**Tract 23:** Lot 1, Block N, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 24:** Lot 1, Block O, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 25:** Lot 1, Block P, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 26:** Lot 1, Block Q, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.,

**Tract 27:** Lot 1, Block R, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 28:** Lot 1, Block, S, Heartland Park Topeka Subdivision, in the City of Topeka, Shawnee County, Kansas.

**Tract 29:** A tract of land in the Southwest Quarter of Section 7, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows;

Beginning at the Southwest corner of said Section 7; thence East along the South line of said Section 7, 361.5 feet; thence North parallel to the West line of said Section, 361.5 feet; thence West parallel to the South line of said Section, 361.5 feet; thence West parallel to the South line of said Section, 361.5 feet; thence South 361.5 feet to the place of beginning, EXCEPT that part taken for highway right-of-way and public road.