

GF&A

MULTI PARCEL • LIVE & ONLINE LAND AUCTION

ABSOLUTE

THURSDAY, NOVEMBER 30, 2023 • 10:00 AM
416+/- ACRES • SEDGWICK & SUMNER CO, KANSAS

LIVE LOCATION: Gene Francis & Associates Auction Facility - 12140 W. K-42 Hwy, Wichita, KS
ONLINE BIDDING: www.gavelroads.com

Tract 1: 79 +/- Acres

Legal Description: S ½ NE ¼ of 27-29-1E in Sedgwick Co., Kansas

Location: From Mulvane go west on K-53 then north on S Hillside St. for 1 ½ miles

Description: 79 +/- acres of flood irrigated farm ground. Irrigation equipment is a Cummins V8 motor & Ingersoll Rand pump. Soils are 68% Class 2, 29% Class 1, and 3% Class 3. FSA states 79.13 acres of farm land with 79.13 acres to cultivation. Rare opportunity to grow a specialty crop with flood irrigation. Blacktop frontage and electricity is available.

Water Rights: #34602 priority date 10-14-1980, Authorized Acre Feet 120, Well Depth 54', Static Water level 12'

Tract 2: 216 +/- Acres

Legal Description: SW ¼ of 34-29-1E & Part of the SE ¼ of 33-29-1E in Sedgwick Co., Kansas

Location: From Mulvane go west on K-53 then north on S Hydraulic Ave.

Description: 216 +/- acres of which approximately 150 acres are equipped with two Zimmatic tower irrigation systems, featuring 4 & 7 towers, with drop nozzles and a 6-cylinder JD motor. The balance is to dryland cultivation, Cowskin Creek, mix of heavy trees, and old farmstead. Soils are 88% Class 2 and the remainder to Class 3 & 5. FSA states 212.57 acres of farm land with 175.48 acres to cultivation. Its proximity to I-35 further enhances its appeal. Blacktop frontage and electricity is available.

Water Rights: #29729 priority date 4-21-1977, #45113 priority date 5-7-2022, #46299 priority date 9-19-2005, Authorized Acre Feet 150, Well Depth 54', Static Water level 12'

Tract 3: 121 +/- Acres

Legal Description: Part of the NE ¼ of 5-30-1E & Part of the NW ¼ of 5-30-1E in Sumner Co., Kansas

Location: From Mulvane go west on K-53. Property is located at the southwest corner of 81 Hwy & W 119th St. S.

Description: 121 +/- acres to irrigation and dryland cultivation. There is a Zimmatic 7 tower irrigation system with drop nozzles and a 6 cylinder JD diesel motor with amarillo gear head. Soils are 84% Class 2 & 16% Class 3. FSA states 122.08 acres farm land with 116.42 acres to cultivation. Blacktop frontage and electricity is available.

Water Rights: #40199 priority date 1-30-1991, #43919 priority date 11-16-1999, Authorized Acre Feet 151.2, Well Depth 55', Static Water level 12'. Water production is suspended until 1-1-2028.

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

Possession: Possession will be upon closing. Seller reserves all 2023 crops.

Taxes: 2022 Taxes: Tract 1 \$1,674.26, Tract 2 \$4,683.31, Tract 3 \$3,412.28. Taxes will be prorated to the date of closing.

Terms: Earnest money required and shall be paid the day of the auction. Tract 1: \$30,000; Tract 2: \$100,000; Tract 3: \$20,000 with the balance due on or before January 10, 2024. The property is selling in "as is" condition and is accepted by the buyer without any expressed or implied warranties. It is the buyer's responsibility to have any and all inspections completed prior to bidding. The buyer and seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. Financing, if necessary, needs to be arranged and approved prior to the auction. Statements made the day of the auction take precedence over all printed advertising and previously made oral statements. GF&A and Gavel Roads are agents of the Seller. Property selling in conjunction with Gavel Roads, LLC, Connie Francis, Broker (316) 425-7732.



Tract 1: 79 +/- Acres



Tract 2: 216 +/- Acres



Tract 3: 121 +/- Acres



GENE FRANCIS & ASSOCIATES
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SCAN ME

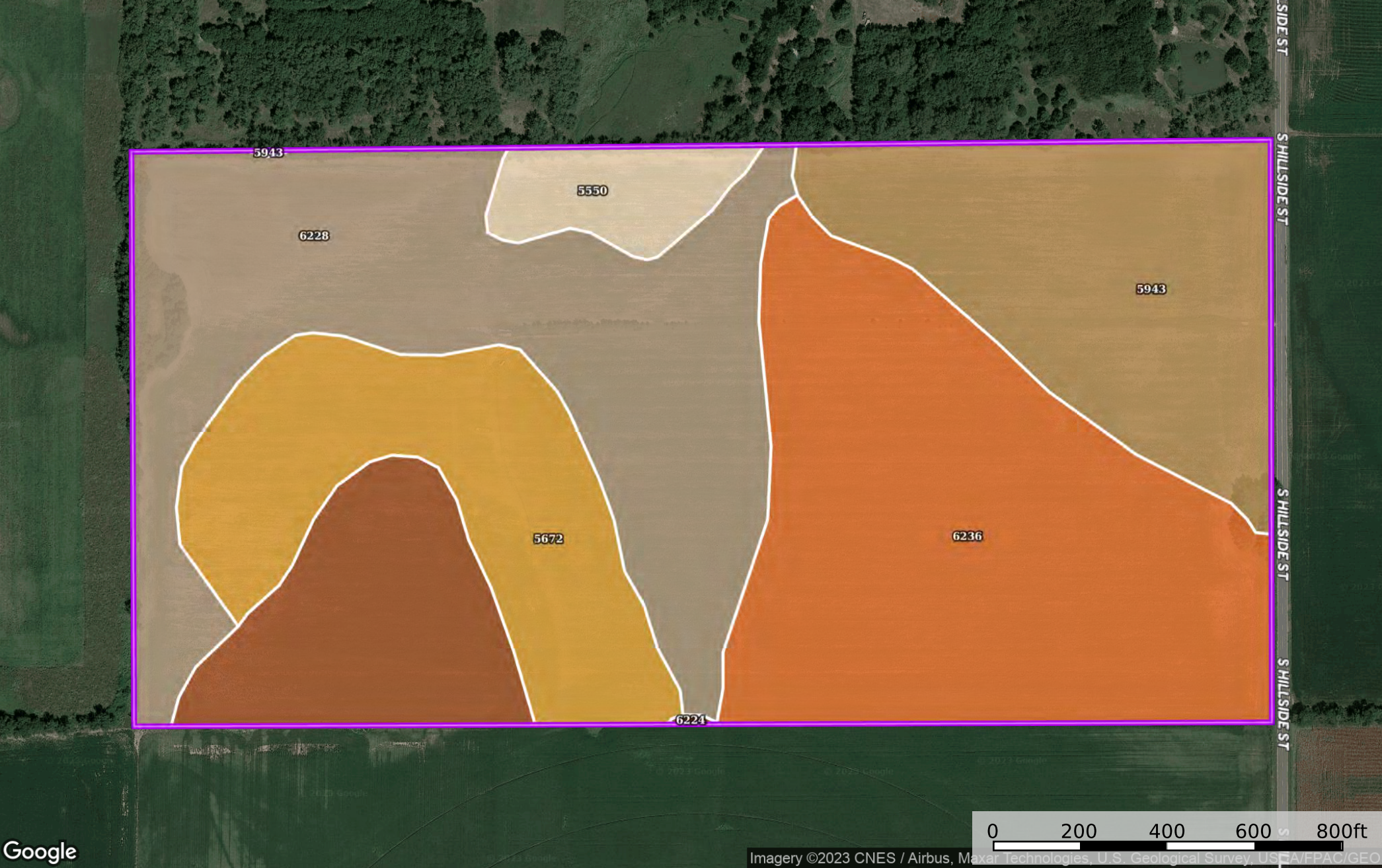
TRACT 1
79 +/- ACRES

TRACT 2
216 +/- ACRES

TRACT 3
121 +/- ACRES



Boundary 1 Boundary 4 Boundary 3 Boundary 2 Boundary 1 Boundary 2 Boundary 1



Boundary 1 Boundary 4 Boundary 3 Boundary 2 Boundary 1 Boundary 2 Boundary 1

| Boundary 1 79.17 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6236	Dale and Reinach silt loams, rarely flooded	22.74	28.72	0	69	1
6228	Canadian-Waldeck fine sandy loams, rarely flooded	21.92	27.68	0	49	2e
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	13.09	16.53	0	57	2c
5672	Waldeck sandy loam, occasionally flooded	11.46	14.47	0	45	2e
6224	Canadian fine sandy loam, rarely flooded	7.32	9.24	0	51	2c
5550	Imano clay loam, occasionally flooded	2.64	3.33	0	54	3w
TOTALS		79.17(*)	100%	-	55.83	1.75

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

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

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

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

Property Taxes and Appraisals

S1/2 NE1/4 EXC S 100 FT E 100 FT SEC 27-29-1E

Property Description

Legal Description	S1/2 NE1/4 EXC S 100 FT E 100 FT SEC 27-29-1E
Owner	GROTHER JOHN P
Mailing Address	11804 S HYDRAULIC PECK KS 67120-9702
Geo Code	SA 002330001
PIN	00309498
AIN	248270130000100
Tax Unit	2205 855 SALEM TWPU-263-WCD SA
Land Use	9010 Farming/ranch land (no improvements)
Market Land Square Feet	
2023 Total Acres	78.86
2023 Appraisal	\$35,010
2023 Assessment	\$10,503

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$35,010	\$0	\$35,010	-24%
2022	Agricultural	\$45,820	\$0	\$45,820	-14%
2021	Agricultural	\$53,260	\$0	\$53,260	+2%
2020	Agricultural	\$52,380	\$0	\$52,380	+4%
2019	Agricultural	\$50,170	\$0	\$50,170	+15%
2018	Agricultural	\$43,650	\$0	\$43,650	+13%
2017	Agricultural	\$38,740	\$0	\$38,740	+3%
2016	Agricultural	\$37,650	\$0	\$37,650	+46%
2015	Agricultural	\$25,790	\$0	\$25,790	+15%
2014	Agricultural	\$22,370	\$0	\$22,370	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$10,503	\$0	\$10,503	-24%
2022	Agricultural	\$13,746	\$0	\$13,746	-14%
2021	Agricultural	\$15,978	\$0	\$15,978	+2%
2020	Agricultural	\$15,714	\$0	\$15,714	+4%
2019	Agricultural	\$15,051	\$0	\$15,051	+15%
2018	Agricultural	\$13,095	\$0	\$13,095	+13%
2017	Agricultural	\$11,622	\$0	\$11,622	+3%
2016	Agricultural	\$11,295	\$0	\$11,295	+46%
2015	Agricultural	\$7,737	\$0	\$7,737	+15%
2014	Agricultural	\$6,711	\$0	\$6,711	

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	121.405000	\$1,668.82	\$0.00	\$56.80	\$0.00	\$1,725.62	\$1,725.62	\$0.00
2021	121.401000	\$1,939.76	\$0.00	\$248.31	\$16.00	\$2,204.07	\$2,204.07	\$0.00
2020	119.892000	\$1,883.98	\$0.00	\$420.97	\$16.00	\$2,320.95	\$2,320.95	\$0.00
2019	124.307677	\$1,870.95	\$0.00	\$632.20	\$16.00	\$2,519.15	\$2,519.15	\$0.00
2018	119.646000	\$1,566.77	\$0.00	\$711.25	\$461.00	\$2,739.02	\$2,739.02	\$0.00
2017	123.067000	\$1,430.29	\$0.00	\$562.53	\$16.00	\$2,008.82	\$2,008.82	\$0.00
2016	123.604000	\$1,396.11	\$0.00	\$491.66	\$16.00	\$1,903.77	\$1,903.77	\$0.00
2015	124.987000	\$967.05	\$0.00	\$268.09	\$16.00	\$1,251.14	\$1,251.14	\$0.00
2014	119.672427	\$803.13	\$0.00	\$109.88	\$16.00	\$929.01	\$929.01	\$0.00
2013	113.983781	\$830.25	\$0.00	\$162.95	\$16.00	\$1,009.20	\$1,009.20	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0454 SALEM TOWNSHIP	9.427000
0606 USD 263	18.495000
0606 USD 263 SC	7.999000
0606 USD 263 SG	20.000000
0711 USD 263 BOND	9.254000
0806 USD 263 REC COMM	5.976000
0908 WACO CEMETERY	0.245000
1108 COUNTY FIRE DIST NO BONDS	17.912000
1401 SOUTH CENTRAL KANSAS LIBRARY SYS	1.229000
Total: 121.405000	

Property Taxes and Appraisals

S 100 FT E 100 FT S 1/2 NE 1/4 SEC 27-29-1E

Property Description

Legal Description	S 100 FT E 100 FT S 1/2 NE 1/4 SEC 27-29-1E
Owner	GROTHER JOHN P
Mailing Address	11804 S HYDRAULIC PECK KS 67120-9702
Geo Code	SA MU00026
PIN	00585103
AIN	248270130000101
Tax Unit	6403 217 MULVANE U-263-WCD
Land Use	9010 Farming/ranch land (no improvements)
Market Land Square Feet	
2023 Total Acres	.17
2023 Appraisal	\$110
2023 Assessment	\$33

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$110	\$0	\$110	-8%
2022	Agricultural	\$120	\$0	\$120	
2021	Agricultural	\$120	\$0	\$120	
2020	Agricultural	\$120	\$0	\$120	+20%
2019	Agricultural	\$100	\$0	\$100	
2018	Agricultural	\$100	\$0	\$100	+11%
2017	Agricultural	\$90	\$0	\$90	
2016	Agricultural	\$90	\$0	\$90	+50%
2015	Agricultural	\$60	\$0	\$60	+20%
2014	Agricultural	\$50	\$0	\$50	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$33	\$0	\$33	-8%
2022	Agricultural	\$36	\$0	\$36	
2021	Agricultural	\$36	\$0	\$36	
2020	Agricultural	\$36	\$0	\$36	+20%
2019	Agricultural	\$30	\$0	\$30	
2018	Agricultural	\$30	\$0	\$30	+11%
2017	Agricultural	\$27	\$0	\$27	
2016	Agricultural	\$27	\$0	\$27	+50%
2015	Agricultural	\$18	\$0	\$18	+20%
2014	Agricultural	\$15	\$0	\$15	

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	150.407000	\$5.44	\$0.00	\$0.29	\$0.00	\$5.73	\$5.73	\$0.00
2021	138.687000	\$4.99	\$0.00	\$0.74	\$16.00	\$21.73	\$21.73	\$0.00
2020	137.378000	\$4.95	\$0.00	\$0.39	\$16.00	\$21.34	\$21.34	\$0.00
2019	142.253305	\$4.28	\$0.00	\$0.40	\$0.00	\$4.68	\$4.68	\$0.00
2018	137.002000	\$4.11	\$0.00	\$0.87	\$0.00	\$4.98	\$4.98	\$0.00
2017	137.871000	\$3.71	\$0.00	\$0.56	\$0.00	\$4.27	\$4.27	\$0.00
2016	138.374000	\$3.75	\$0.00	\$0.95	\$16.00	\$20.70	\$20.70	\$0.00
2015	137.733000	\$2.47	\$0.00	\$0.07	\$0.00	\$2.54	\$2.54	\$0.00
2014	134.565827	\$2.02	\$0.00	\$0.14	\$16.00	\$18.16	\$18.16	\$0.00
2013	128.457718	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0514 CITY OF MULVANE	57.570000
0606 USD 263	18.495000
0606 USD 263 SC	7.999000
0606 USD 263 SG	20.000000
0711 USD 263 BOND	9.254000
0806 USD 263 REC COMM	5.976000
0908 WACO CEMETERY	0.245000
Total: 150.407000	



Abbreviated 156 Farm Record

Operator Name : XXXXXXXXXX
CRP Contract Number(s) : None
Recon ID : XXXXXXXXXX
Transferred From : None
ARCPLC G//F Eligibility : XXXX

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
XXXX	XXXX	XXXX	XXXX			XXXX	XXXX	XXXX	XXXX

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
XXXX	XXXXXXXXXX	XXXX

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
XXXX	XXXX	XXXX	XXXX	XXXX
XXXX	XXXX	XXXX	XXXX	XXXX
TOTAL	XXXX	0.00		

NOTES

Tract Number : 1567

Description : XXXXXXXXXXXXXXXXXXXXXXXXXXXX
FSA Physical Location : XXXXXXXXXX
ANSI Physical Location : XXXXXXXXXX
BIA Unit Range Number :
HEL Status : XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Wetland Status : XXXXXXXXXXXX
WL Violations : XXXX
Owners : XXXXXXXXXXXX
Other Producers : XXXX
Recon ID : XXXX

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
122.08	116.42	116.42	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 1567 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
■	■	■	■	■	■	■	■

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
■	■	■	■
■	■	■	■
TOTAL	■	0.00	

NOTES

Tract Number : 5342

Description : P18 SG 41AC SE1/4 33-29-1E
FSA Physical Location : KANSAS/SEDGWICK
ANSI Physical Location : KANSAS/SEDGWICK
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : JOHN PAUL GROTHOR
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
40.24	40.24	40.24	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	40.24	9.40	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	19.63	0.00	111
Soybeans	23.82	0.00	31
TOTAL	43.45	0.00	

NOTES



Abbreviated 156 Farm Record

Tract Number : 17029

Description : SEDGWICK CO S1/2 NE1/4 27-29-1E
FSA Physical Location : KANSAS/SEDGWICK
ANSI Physical Location : KANSAS/SEDGWICK
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : JOHN PAUL GROTHOR
Other Producers : None
Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
79.13	79.13	79.13	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	79.13	2.80	0.00	0.00	0.00	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	32.40	0.00	111
Soybeans	39.31	0.00	31
TOTAL	71.71	0.00	

NOTES

Tract Number : 18852

Description : NW corner of SE1/4 33-29-1E
FSA Physical Location : KANSAS/SEDGWICK
ANSI Physical Location : KANSAS/SEDGWICK
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : JOHN PAUL GROTHOR
Other Producers : None
Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
10.96	0.00	0.00	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 18852 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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NOTES

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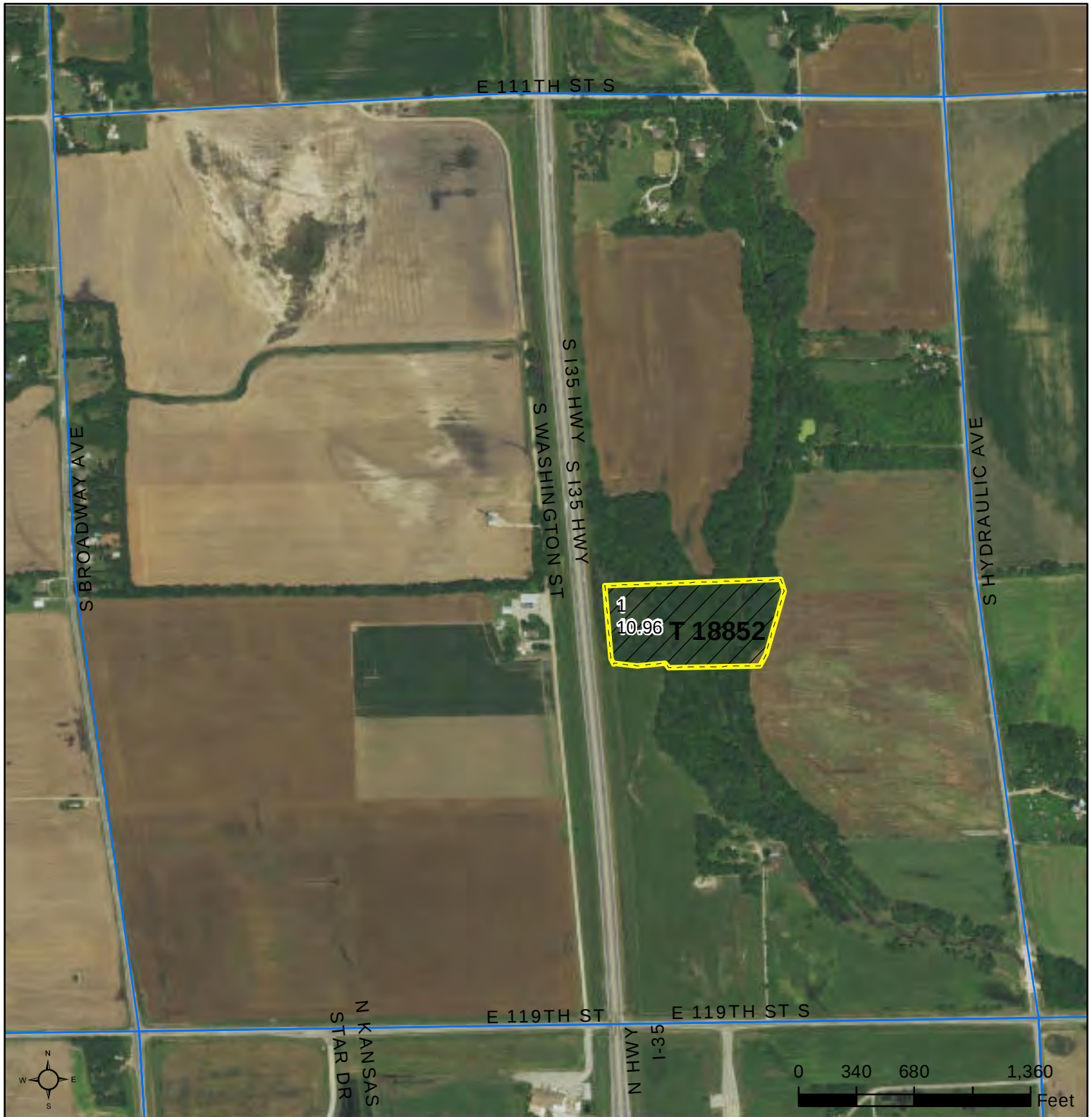
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United States
Department of
Agriculture

Sumner County, Kansas



Common Land Unit PLSS

- Non-Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass SMO, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Alfalfa, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, NI, GR |
| 5/ Grass NAG, NI, GZ | 10/ Grass NAG, NI, LS |

Tract Cropland Total: 0.00 acres

2024 Program Year

Map Created October 06, 2023

Farm 12674

Tract 18852

33-29-1E

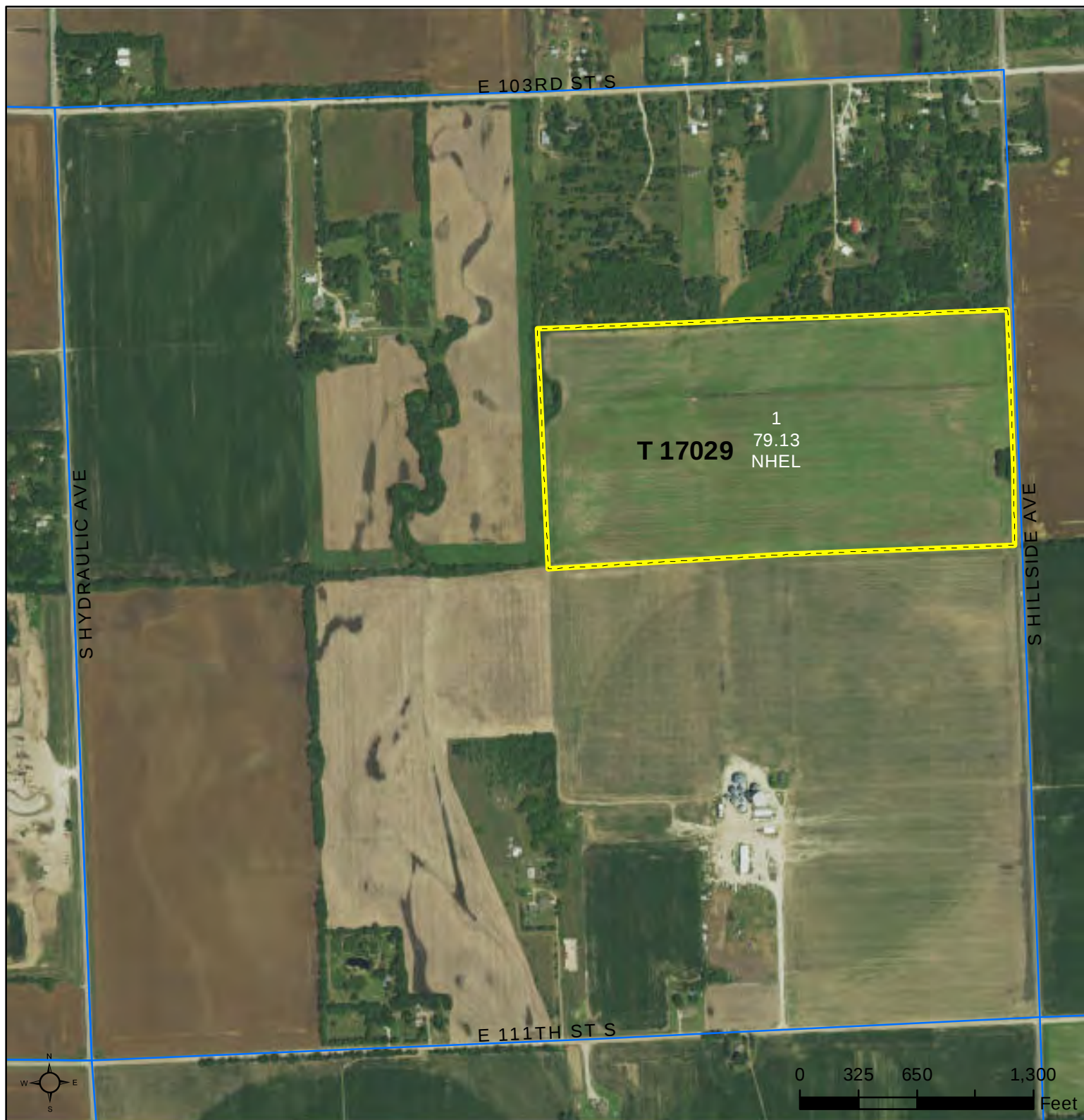
Displayed over 2021 NAIP

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United States
Department of
Agriculture

Sumner County, Kansas



Common Land Unit PLSS

- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass SMO, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Alfalfa, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, NI, GR |
| 5/ Grass NAG, NI, GZ | 10/ Grass NAG, NI, LS |

Tract Cropland Total: 79.13 acres

2024 Program Year

Map Created October 06, 2023

Farm 12674

Tract 17029

27-29-1E

Displayed over 2021 NAIP

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United States
Department of
Agriculture

Sumner County, Kansas



Common Land Unit PLSS

- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass SMO, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Alfalfa, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, NI, GR |
| 5/ Grass NAG, NI, GZ | 10/ Grass NAG, NI, LS |

Tract Cropland Total: 40.24 acres

2024 Program Year

Map Created October 06, 2023

Farm 12674

Tract 5342

33-29-1E

Displayed over 2021 NAIP

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Abbreviated 156 Farm Record

Operator Name : JOHN PAUL GROTHERR
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
161.37	135.24	135.24	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	135.24		14.00		0.00	0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	WHEAT, CORN

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	19.67	0.00	33	
Corn	69.96	0.00	141	
Soybeans	58.47	0.00	36	66
TOTAL	148.10	0.00		

NOTES

Tract Number : 1672

Description : Q-18/ SW1/4 34-29-1E
FSA Physical Location : KANSAS/SEDGWICK
ANSI Physical Location : KANSAS/SEDGWICK
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : JOHN PAUL GROTHERR
Other Producers : None
Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
161.37	135.24	135.24	0.00	0.00	0.00	0.00	0.0

KANSAS
SEDGWICK

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1934

Prepared : 10/4/23 7:34 AM CST

Crop Year : 2024

Tract 1672 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	135.24	14.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	19.67	0.00	33
Corn	69.96	0.00	141
Soybeans	58.47	0.00	36
TOTAL	148.10	0.00	

NOTES

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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First American Title™

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

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title



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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity, To Be Determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Residential Title Staff 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 779-1994 (Work) rthd@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	SBR-NW3047025		
Property Address:	Land in Sec 27-29-1E Mulvane, KS 67110		

SCHEDULE A

1. Commitment Date:

10/05/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, To Be Determined

The estate or interest to be insured: Fee Simple

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

Fee Simple

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

John Paul Grother

5. The Land is described as follows:

The S/2 of the NE/4 of Section 27, Township 29 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas

Security 1st Title, LLC

By:



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **File a release of Mortgage dated MAY 13, 1998, recorded MAY 20, 1998, as Film 1788, Page [2147](#), made by John Paul Grother, a single person, to First National Bank, in the amount of \$120,000.00.**
6. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in SEDGWICK County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper First American Title Insurance Company indemnity signed by the affiant owner(s) and purchaser(s), if any. Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SEDGWICK County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SEDGWICK County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
8. **File a Warranty Deed from John Paul Grother, stating marital status and joined by spouse, if any, to A Legal Entity, To Be Determined.**
9. **Provide this company with a properly completed and executed Owner's Affidavit.**

10. Recording Information for Kansas Counties:

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

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

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

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

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

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

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

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2023 in the amount of \$1,668.82, PAID.**

Property ID # SA-00233-0001

PIN # 00309498

8. **General taxes and special assessments for the year 2022 in the amount of \$3.71, PAID.**

Property ID # SA-MU-00026

PIN # 00585103 (South 100 ft of the East 100 ft)

9. **Roadway easement, if any, over the East 25 feet of subject property.**
10. **Easement for railroad right of way, if any, over a portion of subject property.**
11. **Rights of the owners of the mineral estate as conveyed or reserved on/in Misc. Book 27, Page 543 and Misc. Book 27, Page 546, and of the parties claiming thereunder.**
12. **Rights or claims of parties in possession not shown by the public records.**



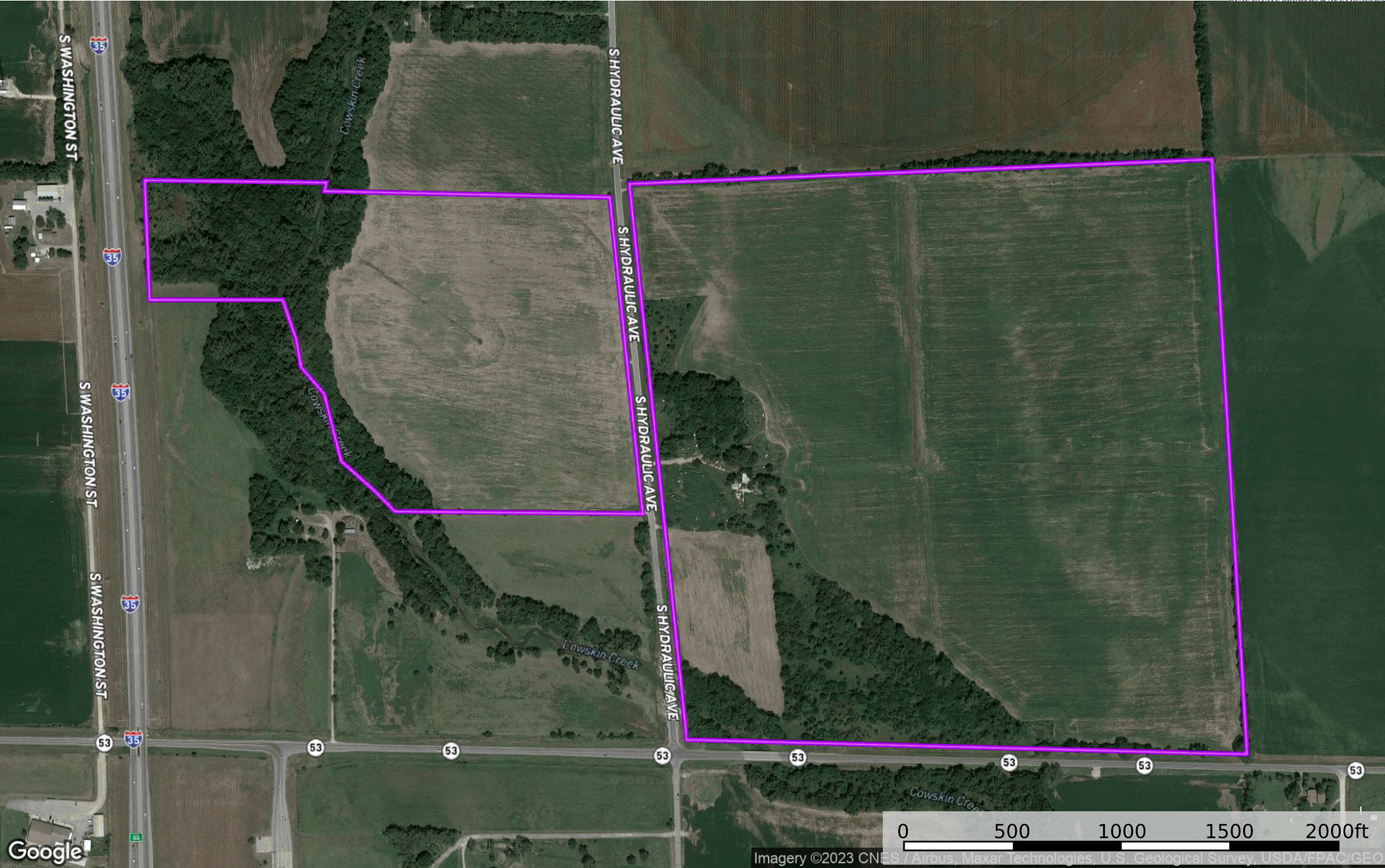
13. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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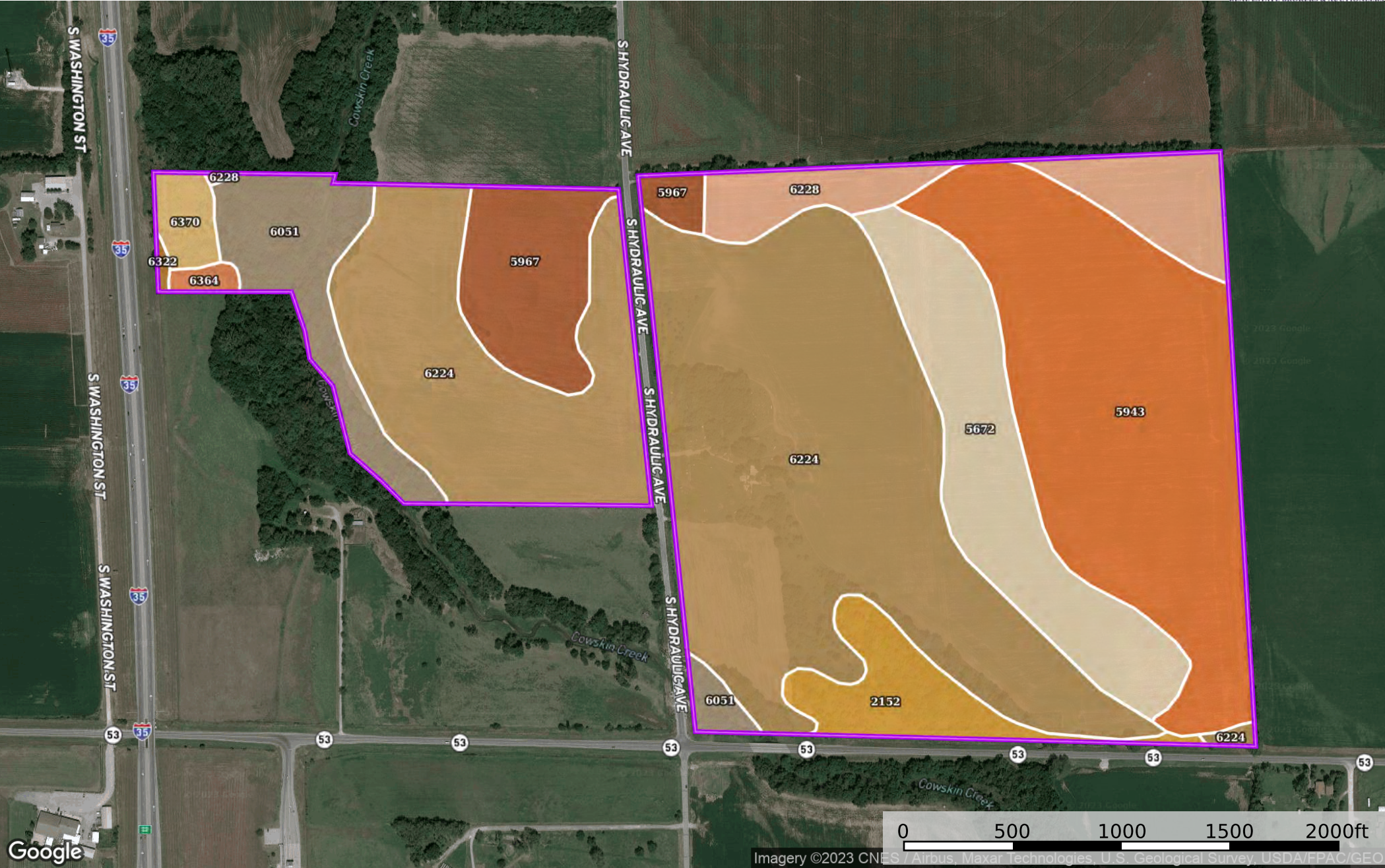
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Boundary 1 Boundary 2 Boundary 3



Boundary 1 Boundary 2 Boundary 1

 All Polygons 214.96 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6224	Canadian fine sandy loam, rarely flooded	94.55	43.98	0	51	2c
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	47.79	22.23	0	57	2c
5672	Waldeck sandy loam, occasionally flooded	22.14	10.3	0	45	2e
6051	Elandco silt loam, frequently flooded	12.93	6.01	0	50	5w
5967	Tabler silty clay loam, 0 to 1 percent slopes	12.9	6.0	0	56	2s
6228	Canadian-Waldeck fine sandy loams, rarely flooded	12.27	5.71	0	49	2e
2152	Lesho clay loam, occasionally flooded	8.68	4.04	0	72	3w
6370	Milan loam, 3 to 6 percent slopes	2.58	1.2	0	65	3e
6364	Milan clay loam, 3 to 6 percent slopes, eroded	0.85	0.4	0	58	3e
6322	Blanket silt loam, 0 to 1 percent slopes	0.27	0.13	0	64	2c
TOTALS		214.96(*)	100%	-	52.9	2.24

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

 Boundary 1 158.74 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6224	Canadian fine sandy loam, rarely flooded	64.95	40.92	0	51	2c
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	47.79	30.11	0	57	2c
5672	Waldeck sandy loam, occasionally flooded	22.14	13.95	0	45	2e
6228	Canadian-Waldeck fine sandy loams, rarely flooded	12.15	7.65	0	49	2e
2152	Lesho clay loam, occasionally flooded	8.68	5.47	0	72	3w
5967	Tabler silty clay loam, 0 to 1 percent slopes	1.56	0.98	0	56	2s
6051	Elandco silt loam, frequently flooded	1.47	0.93	0	50	5w
TOTALS		158.74(*)	100%	-	53.0	2.08

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

 Boundary 2 56.22 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6224	Canadian fine sandy loam, rarely flooded	29.6	52.63	0	51	2c
6051	Elandco silt loam, frequently flooded	11.46	20.38	0	50	5w
5967	Tabler silty clay loam, 0 to 1 percent slopes	11.34	20.16	0	56	2s
6370	Milan loam, 3 to 6 percent slopes	2.58	4.59	0	65	3e
6364	Milan clay loam, 3 to 6 percent slopes, eroded	0.85	1.51	0	58	3e
6322	Blanket silt loam, 0 to 1 percent slopes	0.27	0.48	0	64	2c

6228	Canadian-Waldeck fine sandy loams, rarely flooded	0.12	0.21	0	49	2e
TOTALS		56.22(*)	100%	-	52.59	2.67

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

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

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

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

Property Taxes and Appraisals

11804 S HYDRAULIC AVE

Property Description

Legal Description	SW1/4 EXC RD & EXC HWY CC A-29960 & EXC E 100 FT SEC 34-29-1E
Owner	GROTHER JOHN PAUL
Mailing Address	11804 S HYDRAULIC PECK KS 67120-9702
Geo Code	SA 00284
PIN	00309623
AIN	248340310000100
Tax Unit	2205 855 SALEM TWPU-263-WCD SA
Land Use	9050 Farming/ranching operation (with improve
Market Land Square Feet	19,166
2023 Total Acres	153.63
2023 Appraisal	\$162,570
2023 Assessment	\$32,506

Residential Structure Characteristics

Year Built	1880
Bedrooms	3
Living Sq. Ft.	1,488
Full Baths	1
Half Baths	
Architectural Style	Old Style
Basement Sq. Ft.	
Finished Basement Sq. Ft.	
Basement Type	Crawl - 2
Condition	FAIR
More Details	View the Property Record Card for full property details

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$57,020	\$24,150	\$81,170	-1%
2023	Farmstead	\$29,300	\$52,100	\$81,400	+10%
2022	Agricultural	\$61,560	\$20,520	\$82,080	+2%
2022	Farmstead	\$27,700	\$46,610	\$74,310	+3%
2021	Agricultural	\$61,580	\$18,820	\$80,400	+1%
2021	Farmstead	\$16,900	\$55,000	\$71,900	+21%
2020	Agricultural	\$60,660	\$19,060	\$79,720	+2%
2020	Farmstead	\$16,900	\$42,610	\$59,510	+10%
2019	Agricultural	\$59,230	\$18,670	\$77,900	-1%
2019	Farmstead	\$13,600	\$40,360	\$53,960	+19%
2018	Agricultural	\$60,850	\$17,500	\$78,350	-2%
2018	Farmstead	\$6,800	\$38,470	\$45,270	-16%

Year	Class	Land	Improvements	Total	Change
2017	Agricultural	\$62,580	\$17,480	\$80,060	+7%
2017	Farmstead	\$12,600	\$41,020	\$53,620	+9%
2016	Agricultural	\$56,390	\$18,450	\$74,840	+17%
2016	Farmstead	\$12,600	\$36,680	\$49,280	+7%
2015	Agricultural	\$45,370	\$18,390	\$63,760	+11%
2015	Farmstead	\$9,700	\$36,570	\$46,270	-13%
2014	Agricultural	\$39,540	\$18,150	\$57,690	
2014	Farmstead	\$9,700	\$43,510	\$53,210	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$17,106	\$6,038	\$23,144	-2%
2023	Farmstead	\$3,370	\$5,992	\$9,362	+10%
2022	Agricultural	\$18,468	\$5,130	\$23,598	+2%
2022	Farmstead	\$3,186	\$5,360	\$8,546	+3%
2021	Agricultural	\$18,474	\$4,705	\$23,179	+1%
2021	Farmstead	\$1,944	\$6,325	\$8,269	+21%
2020	Agricultural	\$18,198	\$4,765	\$22,963	+2%
2020	Farmstead	\$1,944	\$4,900	\$6,844	+10%
2019	Agricultural	\$17,769	\$4,668	\$22,437	-1%
2019	Farmstead	\$1,564	\$4,641	\$6,205	+19%
2018	Agricultural	\$18,255	\$4,375	\$22,630	-2%
2018	Farmstead	\$782	\$4,424	\$5,206	-16%
2017	Agricultural	\$18,774	\$4,370	\$23,144	+7%
2017	Farmstead	\$1,449	\$4,717	\$6,166	+9%
2016	Agricultural	\$16,917	\$4,613	\$21,530	+18%
2016	Farmstead	\$1,449	\$4,218	\$5,667	+6%
2015	Agricultural	\$13,611	\$4,598	\$18,209	+11%
2015	Farmstead	\$1,116	\$4,206	\$5,322	-13%
2014	Agricultural	\$11,862	\$4,538	\$16,400	
2014	Farmstead	\$1,116	\$5,004	\$6,120	

2022 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$8.38
Totals:		\$0.00	\$0.00	\$8.38

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	121.405000	\$3,810.44	\$8.38	\$129.96	\$0.00	\$3,948.78	\$3,948.78	\$0.00
2021	121.401000	\$3,771.84	\$7.90	\$483.85	\$16.00	\$4,279.59	\$4,279.59	\$0.00
2020	119.892000	\$3,527.63	\$7.80	\$789.98	\$16.00	\$4,341.41	\$4,341.41	\$0.00
2019	124.307677	\$3,514.44	\$0.00	\$1,187.54	\$16.00	\$4,717.98	\$4,717.98	\$0.00
2018	119.646000	\$3,284.49	\$0.00	\$1,491.01	\$461.00	\$5,236.50	\$5,236.50	\$0.00

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2017	123.067000	\$3,561.10	\$0.00	\$1,400.56	\$16.00	\$4,977.66	\$4,977.66	\$0.00
2016	123.604000	\$3,315.64	\$0.00	\$766.46	\$16.00	\$4,098.10	\$4,098.10	\$0.00
2015	124.987000	\$2,895.06	\$0.00	\$802.58	\$16.00	\$3,713.64	\$3,713.64	\$0.00
2014	119.672427	\$2,649.02	\$0.00	\$795.85	\$311.00	\$3,755.87	\$3,755.87	\$0.00
2013	113.983781	\$2,241.44	\$6.48	\$441.20	\$16.00	\$2,705.12	\$2,705.12	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0454 SALEM TOWNSHIP	9.427000
0606 USD 263	18.495000
0606 USD 263 SC	7.999000
0606 USD 263 SG	20.000000
0711 USD 263 BOND	9.254000
0806 USD 263 REC COMM	5.976000
0908 WACO CEMETERY	0.245000
1108 COUNTY FIRE DIST NO BONDS	17.912000
1401 SOUTH CENTRAL KANSAS LIBRARY SYS	1.229000
Total: 121.405000	

Property Taxes and Appraisals

E 100 FT SW 1/4 EXC CC A-29960 SEC 34-29-1E

Property Description

Legal Description	E 100 FT SW 1/4 EXC CC A-29960 SEC 34-29-1E
Owner	GROTHER JOHN PAUL
Mailing Address	11804 S HYDRAULIC PECK KS 67120-9702
Geo Code	SA MU00030
PIN	00585109
AIN	248340310000101
Tax Unit	6403 217 MULVANE U-263-WCD
Land Use	9010 Farming/ranch land (no improvements)
Market Land Square Feet	
2023 Total Acres	6.23
2023 Appraisal	\$1,670
2023 Assessment	\$501

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$1,670	\$0	\$1,670	-10%
2022	Agricultural	\$1,860	\$0	\$1,860	-2%
2021	Agricultural	\$1,900	\$0	\$1,900	
2020	Agricultural	\$1,900	\$0	\$1,900	-1%
2019	Agricultural	\$1,920	\$0	\$1,920	-2%
2018	Agricultural	\$1,960	\$0	\$1,960	+2%
2017	Agricultural	\$1,930	\$0	\$1,930	+10%
2016	Agricultural	\$1,760	\$0	\$1,760	+15%
2015	Agricultural	\$1,530	\$0	\$1,530	+13%
2014	Agricultural	\$1,350	\$0	\$1,350	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$501	\$0	\$501	-10%
2022	Agricultural	\$558	\$0	\$558	-2%
2021	Agricultural	\$570	\$0	\$570	
2020	Agricultural	\$570	\$0	\$570	-1%
2019	Agricultural	\$576	\$0	\$576	-2%
2018	Agricultural	\$588	\$0	\$588	+2%
2017	Agricultural	\$579	\$0	\$579	+10%
2016	Agricultural	\$528	\$0	\$528	+15%
2015	Agricultural	\$459	\$0	\$459	+13%
2014	Agricultural	\$405	\$0	\$405	

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	150.407000	\$83.95	\$0.00	\$2.86	\$0.00	\$86.81	\$86.81	\$0.00
2021	138.687000	\$79.07	\$0.00	\$10.12	\$16.00	\$105.19	\$105.19	\$0.00
2020	137.378000	\$78.30	\$0.00	\$4.55	\$16.00	\$98.85	\$98.85	\$0.00
2019	142.253305	\$81.93	\$0.00	\$5.75	\$16.00	\$103.68	\$103.68	\$0.00
2018	137.002000	\$80.54	\$0.00	\$15.00	\$16.00	\$111.54	\$111.54	\$0.00
2017	137.871000	\$79.84	\$0.00	\$10.28	\$16.00	\$106.12	\$106.12	\$0.00
2016	138.374000	\$73.08	\$0.00	\$16.90	\$16.00	\$105.98	\$105.98	\$0.00
2015	137.733000	\$63.24	\$0.00	\$1.17	\$16.00	\$80.41	\$80.41	\$0.00
2014	134.565827	\$54.51	\$0.00	\$3.28	\$16.00	\$73.79	\$73.79	\$0.00
2013	128.457718	\$82.07	\$0.00	\$3.11	\$16.00	\$101.18	\$101.18	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0514 CITY OF MULVANE	57.570000
0606 USD 263	18.495000
0606 USD 263 SC	7.999000
0606 USD 263 SG	20.000000
0711 USD 263 BOND	9.254000
0806 USD 263 REC COMM	5.976000
0908 WACO CEMETERY	0.245000
Total: 150.407000	

Property Taxes and Appraisals

**N 52.21A SE1/4 E OF COWSKIN CRK EXC THAT PT LY W OF CRK & EXC BEG
RDS N & 45 RDS E SW COR SE 1/4 N 330 FT E 462 FT S 330 FT W TO BEG & EX
N 57 FT THEREOF & EXC RD SEC 33-29-1E**

Property Description

Legal Description	N 52.21A SE1/4 E OF COWSKIN CRK EXC THAT PT LY W OF CRK & EXC BEG 72 RDS N & 45 RDS E SW COR SE 1/4 N 330 FT E 462 FT S 330 FT W TO BEG & EXC N 57 FT THEREOF & EXC RD SEC 33-29-1E
Owner	GROTHER JOHN P
Mailing Address	11804 S HYDRAULIC PECK KS 67120-9702
Geo Code	SA 00275
PIN	00309612
AIN	248330410000100A
Tax Unit	2205 855 SALEM TWPU-263-WCD SA
Land Use	9010 Farming/ranch land (no improvements)
Market Land Square Feet	
2023 Total Acres	46.94
2023 Appraisal	\$19,390
2023 Assessment	\$5,817

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$19,390	\$0	\$19,390	-7%
2022	Agricultural	\$20,890	\$0	\$20,890	-23%
2021	Agricultural	\$27,230	\$0	\$27,230	+17%
2020	Agricultural	\$23,240	\$0	\$23,240	+16%
2019	Agricultural	\$20,050	\$0	\$20,050	-3%
2018	Agricultural	\$20,650	\$0	\$20,650	-3%
2017	Agricultural	\$21,290	\$0	\$21,290	+11%
2016	Agricultural	\$19,220	\$0	\$19,220	+25%
2015	Agricultural	\$15,420	\$0	\$15,420	+15%
2014	Agricultural	\$13,410	\$0	\$13,410	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$5,817	\$0	\$5,817	-7%
2022	Agricultural	\$6,267	\$0	\$6,267	-23%
2021	Agricultural	\$8,169	\$0	\$8,169	+17%
2020	Agricultural	\$6,972	\$0	\$6,972	+16%
2019	Agricultural	\$6,015	\$0	\$6,015	-3%
2018	Agricultural	\$6,195	\$0	\$6,195	-3%
2017	Agricultural	\$6,387	\$0	\$6,387	+11%
2016	Agricultural	\$5,766	\$0	\$5,766	+25%
2015	Agricultural	\$4,626	\$0	\$4,626	+15%

Year	Class	Land	Improvements	Total	Change
2014	Agricultural	\$4,023	\$0	\$4,023	

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	121.405000	\$760.86	\$0.00	\$25.90	\$0.00	\$786.76	\$786.76	\$0.00
2021	121.401000	\$991.73	\$0.00	\$126.95	\$16.00	\$1,134.68	\$1,134.68	\$0.00
2020	119.892000	\$835.87	\$0.00	\$186.78	\$16.00	\$1,038.65	\$1,038.65	\$0.00
2019	124.307677	\$747.73	\$0.00	\$252.66	\$16.00	\$1,016.39	\$1,016.39	\$0.00
2018	119.646000	\$741.20	\$0.00	\$336.47	\$461.00	\$1,538.67	\$1,538.67	\$0.00
2017	123.067000	\$786.06	\$0.00	\$309.15	\$16.00	\$1,111.21	\$1,111.21	\$0.00
2016	123.604000	\$712.72	\$0.00	\$281.62	\$16.00	\$1,010.34	\$1,010.34	\$0.00
2015	124.987000	\$578.19	\$0.00	\$160.29	\$16.00	\$754.48	\$754.48	\$0.00
2014	119.672427	\$481.43	\$0.00	\$28.94	\$16.00	\$526.37	\$526.37	\$0.00
2013	113.983781	\$366.92	\$0.00	\$13.91	\$16.00	\$396.83	\$396.83	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0454 SALEM TOWNSHIP	9.427000
0606 USD 263	18.495000
0606 USD 263 SC	7.999000
0606 USD 263 SG	20.000000
0711 USD 263 BOND	9.254000
0806 USD 263 REC COMM	5.976000
0908 WACO CEMETERY	0.245000
1108 COUNTY FIRE DIST NO BONDS	17.912000
1401 SOUTH CENTRAL KANSAS LIBRARY SYS	1.229000
Total: 121.405000	

Property Taxes and Appraisals

BEG E LI KTA ROW & N LI SE 1/4 S 539.8 FT E TO PROTECTION DRAINAGE DITCH NELY TO N LI SE 1/4 W TO BEG SEC 33-29-1E

Property Description

Legal Description	BEG E LI KTA ROW & N LI SE 1/4 S 539.8 FT E TO PROTECTION DRAINAGE DITCH NELY TO N LI SE 1/4 W TO BEG SEC 33-29-1E
Owner	GROTHER JOHN
Mailing Address	11804 S HYDRAULIC ST PECK KS 67120-9702
Geo Code	SA 00278
PIN	00309615
AIN	248330420000100
Tax Unit	2205 855 SALEM TWPU-263-WCD SA
Land Use	9010 Farming/ranch land (no improvements)
Market Land Square Feet	
2023 Total Acres	9.30
2023 Appraisal	\$570
2023 Assessment	\$171

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$570	\$0	\$570	+6%
2022	Agricultural	\$540	\$0	\$540	+8%
2021	Agricultural	\$500	\$0	\$500	+4%
2020	Agricultural	\$480	\$0	\$480	+20%
2019	Agricultural	\$400	\$0	\$400	+14%
2018	Agricultural	\$350	\$0	\$350	-29%
2017	Agricultural	\$490	\$0	\$490	+4%
2016	Agricultural	\$470	\$0	\$470	+7%
2015	Agricultural	\$440	\$0	\$440	+7%
2014	Agricultural	\$410	\$0	\$410	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Agricultural	\$171	\$0	\$171	+6%
2022	Agricultural	\$162	\$0	\$162	+8%
2021	Agricultural	\$150	\$0	\$150	+4%
2020	Agricultural	\$144	\$0	\$144	+20%
2019	Agricultural	\$120	\$0	\$120	+14%
2018	Agricultural	\$105	\$0	\$105	-29%
2017	Agricultural	\$147	\$0	\$147	+4%
2016	Agricultural	\$141	\$0	\$141	+7%
2015	Agricultural	\$132	\$0	\$132	+7%
2014	Agricultural	\$123	\$0	\$123	

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	121.405000	\$19.68	\$0.00	\$0.67	\$0.00	\$20.35	\$20.35	\$0.00
2021	121.401000	\$18.21	\$0.00	\$2.34	\$16.00	\$36.55	\$36.55	\$0.00
2020	119.892000	\$17.29	\$0.00	\$3.87	\$16.00	\$37.16	\$37.16	\$0.00
2019	124.307677	\$14.92	\$0.00	\$5.04	\$16.00	\$35.96	\$35.96	\$0.00
2018	119.646000	\$12.58	\$0.00	\$5.71	\$461.00	\$479.29	\$479.29	\$0.00
2017	123.067000	\$18.08	\$0.00	\$7.11	\$16.00	\$41.19	\$41.19	\$0.00
2016	123.604000	\$17.43	\$0.00	\$6.88	\$16.00	\$40.31	\$40.31	\$0.00
2015	124.987000	\$16.49	\$0.00	\$0.30	\$16.00	\$32.79	\$32.79	\$0.00
2014	119.672427	\$14.71	\$0.00	\$0.88	\$16.00	\$31.59	\$31.59	\$0.00
2013	113.983781	\$11.61	\$0.00	\$0.44	\$16.00	\$28.05	\$28.05	\$0.00

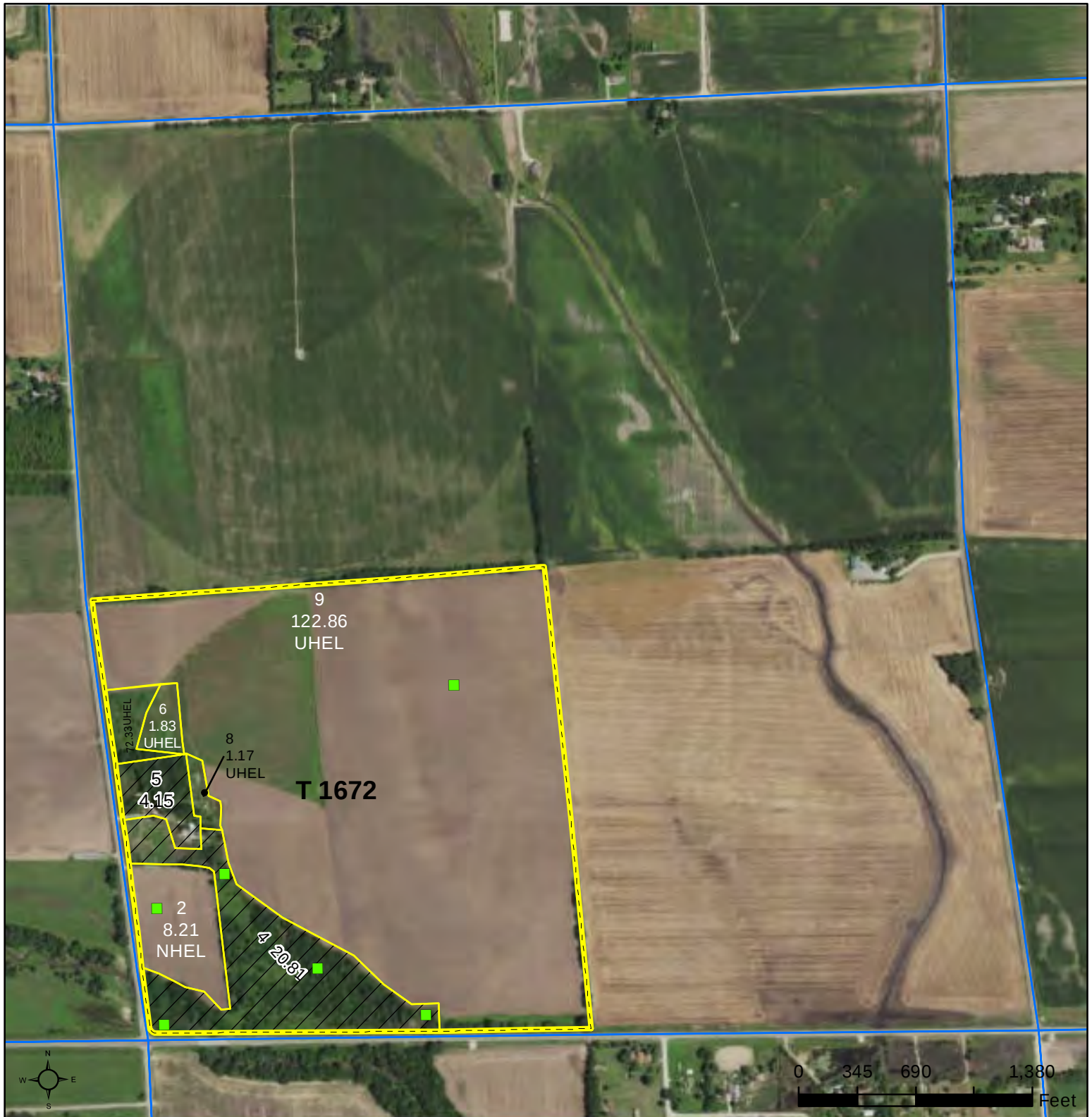
Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0454 SALEM TOWNSHIP	9.427000
0606 USD 263	18.495000
0606 USD 263 SC	7.999000
0606 USD 263 SG	20.000000
0711 USD 263 BOND	9.254000
0806 USD 263 REC COMM	5.976000
0908 WACO CEMETERY	0.245000
1108 COUNTY FIRE DIST NO BONDS	17.912000
1401 SOUTH CENTRAL KANSAS LIBRARY SYS	1.229000
Total: 121.405000	



United States
Department of
Agriculture

Sedgwick County, Kansas



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

- Tract Boundary
- PLSS

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 5/ Grass NAG, NI, GZ |
| 2/ All Sorghum GRS, NI, GR | 6/ Grass NAG, NI, GZ |
| 3/ All Corn YEL, NI GR | 7/ Alfalfa, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 8/ Sorghum Forage Cane, NI, FG |

Tract Cropland Total: 136.40 acres

2022 Program Year

Map Created June 16, 2022

Farm 1934

Tract 1672

34-29-1E

Displayed over 2021 NAIP

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



First American Title™

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

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title



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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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

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- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity, To Be Determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Residential Title Staff 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 779-1994 (Work) rthd@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	SBR-NW3047028		
Property Address:	Land in SE/4 Sec 33-29-1E Peck, KS 67120		

SCHEDULE A

1. Commitment Date:

10/05/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, To Be Determined

The estate or interest to be insured: Fee Simple

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

Fee Simple

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

John P. Grother, as to Parcel 1

John Grother, as to Parcel 2

5. The Land is described as follows:

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

Security 1st Title, LLC

By:



Commitment No.: SBR-NW3047028

Exhibit A

Parcel 1:

A tract of land being all that part of the SE/4 of Section 33, Township 29 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, lying east of the center of Cowskin Creek, EXCEPT the South 15 acres of said tract and EXCEPT a tract containing approximately 1 acre, being all that part of the Mill Site lying east of the Cowskin Creek, the Mill Site being described as follows:

Beginning at a point 72 rods north and 45 rods east on a variation of 13 degrees east of the southwest corner of the southeast quarter of Section 33; thence north 20 rods; thence east 28 rods on a variation of 13 degrees east; thence south 20 rods; thence west 28 rods to the Place of Beginning and EXCEPT the north 57 feet of the SE/4 of Section 33, Township 29 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, lying east of the centerline of Cowskin Creek.

Parcel 2:

A tract in the Northwest corner of the Southeast Quarter of Section 33, Township 29 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, more particularly described as follows: Beginning at the center of said Section 33; thence South 26 rods and 14 lengths; thence East to the centerline of the Cowskin Creek; thence Northerly along the centerline of the said Cowskin Creek, following the trend thereof, to the half section line; thence West to the point of beginning, excepting therefrom the Kansas Turnpike Authority - Interstate 35 right-of-way as evidenced in Sedgwick County District Court, Case No. A-5437 entitled "In the Matter of Condemnation of Land For Turnpike Project."



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in SEDGWICK County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper First American Title Company indemnity signed by the affiant owner(s) and purchaser(s), if any. Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SEDGWICK County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SEDGWICK County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

6. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. **File a Warranty Deed from John P. Grother aka John Grother, stating marital status and joined by spouse, if any, to A Legal Entity, To Be Determined.**
8. **Provide this company with a properly completed and executed Owner's Affidavit.**

9. Recording Information for Kansas Counties:

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

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

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

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

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

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

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

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

The following affects Parcel 1:

7. **General taxes and special assessments for the year 2022 in the amount of \$760.86, PAID.**

Property ID # SA-00275

PIN # 00309612

8. **Roadway easement, if any, over the East 40 feet of subject property.**
9. **Right of Way, recorded as Misc. Book 518, Page 44.
In favor of: Sedgwick County, State of Kansas
Affects: West 15 feet of the East 40 feet**
10. **The terms and provisions contained in the document entitled "Resolution and Order", to vacate and relocate road right-of-way, filed as Misc. Book 601, Page 338.**
11. **That part taken for drainage ditch as established in Condemnation Case No. A-73916.**
12. **The consequences of any past or future change in the location of the Cowskin Creek, which forms the Westerly boundary of the subject land, or any dispute arising over the location of the old bed of Cowskin Creek or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used and occupied.**
13. **The right of upper and lower riparian owners to the free and unobstructed flow of the water of the river, which forms the Westerly boundary of the subject land, without diminution or pollution.**

14. The terms and provisions contained in the document entitled "Temporary Construction Easement" filed as Film 2816, Page [52](#).
15. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.
16. Rights or claims of parties in possession not shown by the public records.

The following affects Parcel 2:

17. General taxes and special assessments for the year 2022 in the amount of \$19.68, PAID.

Property ID # SA-00278

PIN # 00309615

18. The right of upper and lower riparian owners to the free and unobstructed flow of the water of the river, which forms the East boundary of the subject land, without diminution or pollution.
19. The consequences of any past or future change in the location of the river, which forms the East boundary of the subject land, or any dispute arising over the location of the old bed of the river or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used and occupied.
20. Rights of parties in possession under unrecorded leases.
21. The property in question, as set forth in Schedule A, Parcel 2, hereof, is an interior parcel and does not front or border on any public street or road; and there is no means by which access to and from said property to any public road can be obtained. However, the property adjoining on the East of the property in question is now owned by the party(ies) shown at No. 4, Schedule A, hereof; and once title to the property in question is conveyed to said party(ies), access will be afforded to and from the property in question over and across said adjoining property, but only so long as both said parcels remain in common ownership.

If at the time of the issuance of our title policy both parcels are owned by said party(ies), our policy will contain the following:

NOTE: Access to and from the property in question is afforded over the property adjoining thereto on the East by virtue of common ownership.

In the alternative should said party(ies) no longer own said adjoining parcel at the time of the issuance of our policy, our policy will contain the following:

"Liability, if any, for loss or damage occasioned by the lack of access to and from the premises in question."

22. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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First American Title™

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

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity, To Be Determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Residential Title Staff 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 779-1994 (Work) rthd@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	SBR-NW3047042		
Property Address:	11804 S. Hydraulic St. Peck, KS 67120		

SCHEDULE A

1. Commitment Date:

10/06/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, To Be Determined

The estate or interest to be insured: Fee Simple

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

Fee Simple

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

John Paul Grother

5. The Land is described as follows:

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

Security 1st Title, LLC

By:



First American Title™

Commitment No.: SBR-NW3047042

Exhibit A

SW/4 of Section 34, Township 29 South, Range 1 East, Sedgwick County, Kansas EXCEPT that portion deeded to The Secretary of Transportation of the State of Kansas in Deed filed on Deed Book 444, Page 369 and EXCEPT that portion deeded to the Sedgwick County Board of County Commissioners filed in Deed Book 430, Page 56.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **File a release of Mortgage dated SEPTEMBER 09, 2008, recorded OCTOBER 09, 2008, as Doc#/Flm-Pg: [29012815](#), made by John Paul Grother, to Glenna J. Wulf, in the amount of \$36,000.00, as to the E/2 E/2 of SW/4 of Section 34, Township 29 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.**
6. **File a release of Mortgage dated SEPTEMBER 09, 2008, recorded OCTOBER 09, 2008, as Doc#/Flm-Pg: [29012813](#), made by John Paul Grother, to Joan D. Brink, in the amount of \$36,000.00, as to the West Half of the East Half of SW/4 of Section 34, Township 29 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.**
7. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in SEDGWICK County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper First American Title Company indemnity signed by the affiant owner(s) and purchaser(s), if any. Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SEDGWICK County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SEDGWICK County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
9. **File a Warranty Deed from John Paul Grother, stating marital status and joined by spouse, if any, to A Legal Entity, To Be Determined.**
10. **Provide this company with a properly completed and executed Owner's Affidavit.**

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11. Recording Information for Kansas Counties:

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

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

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

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

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

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

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

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2022 in the amount of \$3,818.82, PAID.**

Property ID # SA-00284

PIN # 00309623

8. **General taxes and special assessments for the year 2022 in the amount of \$83.95, PAID.**

Property ID # SA-MU-00030

PIN # 00585109

9. **Roadway easement, if any, over the West 40 feet of subject property.**
10. **The terms and provisions contained in the document entitled "Resolution and Order", to vacate and relocate road right-of-way, filed as Misc. Book 601, Page 338.**
11. **That part taken for drainage ditch as established in Condemnation Case No. A-73916.**
12. **An easement for Right of Way Agreement, recorded as Misc. Book 518, Page 453.
In favor of: Sedgwick County, Kansas
Affects: East 15 feet of the West 40 feet**
13. **The terms and provisions contained in the document entitled "Affidavit of Abandonment of Railroad Right of Way " filed as Misc. Book 701, Page 13.**

14. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
15. The terms and provisions of the highway right of way and borrow easement contained in the document entitled "In the Matter of the Condemnation of Land for State Highway purposes" filed as Case A-29960.
16. An easement for Temporary Construction recorded in/on Film 2834, Page 1221.
17. An easement for Right-of-Way, recorded as Doc#/Flm-Pg: 29842267.
In favor of: Sedgwick County
Affects: a portion of subject property
18. An easement for Temporary Construction, recorded as Doc#/Flm-Pg: 29879109.
In favor of: Sedgwick County, Kansas
Affects: a portion of subject property
19. Rights or claims of parties in possession not shown by the public records.
20. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

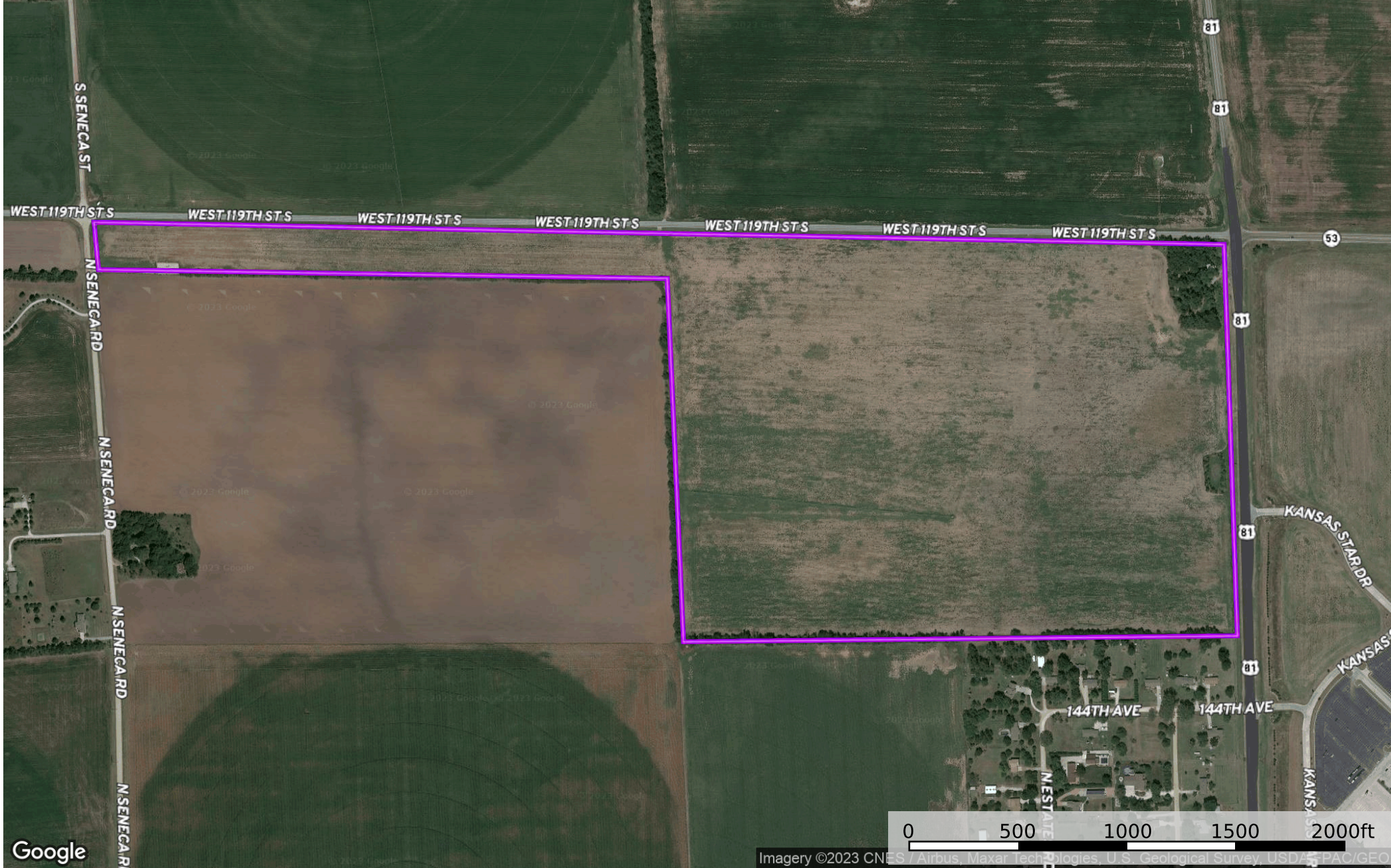
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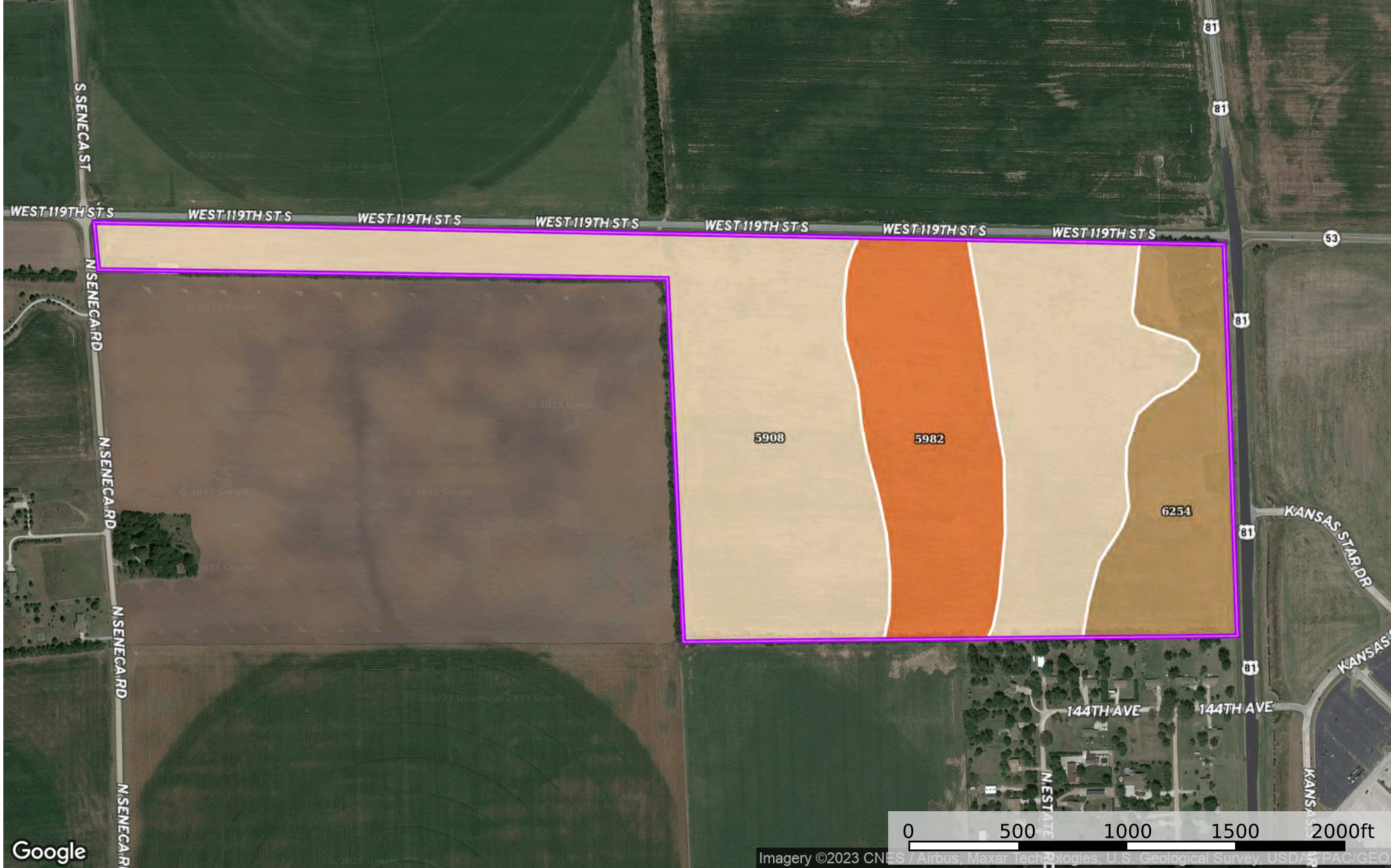
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Grother Tract 3
Kansas, AC +/-



Boundary 1 Boundary 2 Boundary 1



Boundary 1 Boundary 2 Boundary 1

| Boundary 1 119.67 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5908	Nalim loam, 0 to 1 percent slopes	76.63	64.03	0	69	2c
5982	Nalim loam, 1 to 3 percent slopes	24.29	20.3	0	68	2e
6254	Waurika silt loam, 0 to 1 percent slopes, occasionally ponded	18.75	15.67	0	57	3w
TOTALS		119.67(*)	100%	-	66.92	2.16

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

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

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

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

Tax History Inquiry for GROTH, JOHN PAUL

[View Parcel Information](#) --- [Tax Search Page](#)

Property Address											
1491 N BROADWAY RD											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2022 RealEstate - BPT064		05-30-01E				S05, T30, R01E, ACRES 108.1, LTS 1,5,6 &; BEG SW COR LT 5 TH N20',SELY TO PT 20'E; OF POB W TO POB & LESS ROW				023-05-0- 00-00- 001.00-0	Agricultural Real Estate Farmstead
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
009	263	MULVANE	\$18952	174.421	\$3274.36	\$0	Amount \$3274.36	Amount \$0	Yes	0763R - 0385	01/23/09

[Click here for Additional Years](#)

[View Parcel Information](#) --- [Tax Search Page](#)

Tax Search powered by  **Aumentum**[™]
TECHNOLOGIES

Tax History Inquiry for GROTH, JOHN PAUL

[View Parcel Information](#) --- [Tax Search Page](#)

Property Address											
N BROADWAY RD											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2022 RealEstate - BPT064A		05-30-01E				S05, T30, R01E, ACRES 13.1, LT 2 IN THE; NW4 LESS ROW				023-05-0- 00-00- 001.01-0	Agricultural Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIQ	Book-Page	Date of Transfer
035	263	BELLE PLAIN	\$993	138.882	\$137.92	\$0	Amount \$137.92	Amount \$0	Yes		0

[Click here for Additional Years](#)

[View Parcel Information](#) --- [Tax Search Page](#)

Tax Search powered by





United States
Department of
Agriculture

Sumner County, Kansas



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

- Tract Boundary
- PLSS

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass SMO, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Alfalfa, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, NI, GR |
| 5/ Grass NAG, NI, GZ | |

Tract Cropland Total: 116.42 acres

2023 Program Year

Map Created October 20, 2022

Farm 12674

Tract 1567

5-30-1E

Displayed over 2021 NAIP

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

KANSAS
SUMNER



United States Department of Agriculture
Farm Service Agency

FARM : 12674

Prepared : 10/3/23 4:22 PM CST

Form: FSA-156EZ

Crop Year : 2024

See Page 4 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : JOHN PAUL GROTHERR
CRP Contract Number(s) : None
Recon ID : 20-191-2014-139
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
252.41	235.79	235.79	0.00	0.00	0.00	0.00	0.0	Active	4
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	235.79	16.20			0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	99.67	0.00	111	100
Soybeans	120.93	0.00	31	100
TOTAL	220.60	0.00		

NOTES

Tract Number : 1567

Description : O1 P1 14.7 AC in NW1/4 & NE1/4 5-30-1E
FSA Physical Location : KANSAS/SUMNER
ANSI Physical Location : KANSAS/SUMNER
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : JOHN PAUL GROTHERR
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
122.08	116.42	116.42	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 1567 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	116.42	4.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	47.64	0.00	111
Soybeans	57.80	0.00	31
TOTAL	105.44	0.00	

NOTES

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Tract Number : 5342

Description : P18 SG 41AC SE1/4 33-29-1E
FSA Physical Location : KANSAS/SEDGWICK
ANSI Physical Location : KANSAS/SEDGWICK
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : JOHN PAUL GROTHER
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
40.24	40.24	40.24	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	40.24	9.40	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	19.63	0.00	111
Soybeans	23.82	0.00	31
TOTAL	43.45	0.00	

NOTES

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Abbreviated 156 Farm Record

Tract Number : 17029

Description : SEDGWICK CO S1/2 NE1/4 27-29-1E

FSA Physical Location : KANSAS/SEDGWICK

ANSI Physical Location : KANSAS/SEDGWICK

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : JOHN PAUL GROTHOR

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
79.13	79.13	79.13	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	79.13	2.80	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	32.40	0.00	111
Soybeans	39.31	0.00	31
TOTAL	71.71	0.00	

NOTES

Tract Number : 18852

Description : NW corner of SE1/4 33-29-1E

FSA Physical Location : KANSAS/SEDGWICK

ANSI Physical Location : KANSAS/SEDGWICK

BIA Unit Range Number :

HEL Status : HEL determinations not completed for all fields on the tract

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : JOHN PAUL GROTHOR

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
10.96	0.00	0.00	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 18852 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



First American Title™

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

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Jodie A. Heath
(620) 326-7460 (Work)
(620) 326-2357 (Work Fax)
jaheath@security1st.com

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A legal entity, to be determined
Issuing Office:	116 E. Harvey Avenue Wellington, KS 67152	Title Contact:	Jodie A. Heath (620) 326-7460 (Work) (620) 326-2357 (Work Fax) jaheath@security1st.com
ALTA Universal ID:	1100301		
Loan ID Number:			
Commitment No.:	KS-C3047856		
Property Address:	1491 & 00000 N BROADWAY RD Peck, KS 67120		

SCHEDULE A

1. Commitment Date:

10/12/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A legal entity, to be determined

The estate or interest to be insured: Fee Simple

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

Fee Simple

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

John Paul Grother

5. The Land is described as follows:

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

Security 1st Title, LLC

By:



First American Title™

Commitment No.: KS-C3047856

Exhibit A

Lots 1, 2, 5 and 6 in Section 5, Township 30 South, Range 1 East of the Sixth Principal Meridian, Sumner County, Kansas, EXCEPT that part deeded for highway purposes and also EXCEPT that part of Lot 5 described as:
Commencing at the Southwest corner of Lot 5, Section 5, Township 30 South, Range 1 East of the 6th P.M., Sumner County, Kansas, running North 20 feet, thence Southeast to South line of said Lot 5, 20 feet from said above described corner, thence West to beginning, Sumner County, Kansas.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in SUMNER County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper First American Title indemnity signed by the affiant owner(s) and purchaser(s), if any. Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SUMNER County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SUMNER County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

6. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. File a partial release of the Mortgage dated APRIL 02, 2020, recorded APRIL 09, 2020, as Book 1062, Page 374, made by John P. Grother, to Impact Bank, in the amount of \$425,000.00. (as to the Sumner County Tract II on the Mortgage)
8. Pursuant to a Memorandum of Real Estate Option Agreement filed in Book 750, Page 651, Sumner Gaming and Resorts, L.C. has the first right to purchase the subject real estate. It will be necessary to file either a Quit Claim Deed or a Waiver of Option to Purchase from Sumner Gaming Resorts, L.C. to John Paul Grother.
9. File a Warranty Deed from John Paul Grother, stating marital status and joined by spouse, if any, to A legal entity, to be determined.
10. Provide this company with a properly completed and executed Owner's Affidavit.



11. Recording Information for Kansas Counties:

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

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

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

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

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

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

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

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2022 in the amount of \$3,274.36, Delinquent.**

Property ID # BPT064 (Tract I)

8. **General taxes and special assessments for the year 2021 in the amount of \$3,052.96, Delinquent.**

Property ID # BPT064 (Tract I)

9. **General taxes and special assessments for the year 2020 in the amount of \$3,034.26, Delinquent.**

Property ID # BPT064 (Tract I)

10. **General taxes and special assessments for the year 2019 in the amount of \$3,030.22, Delinquent.**

Property ID # BPT064 (Tract I)

11. **General taxes and special assessments for the year 2022 in the amount of \$137.92, Delinquent.**

Property ID # BOT064A (Tract II)

12. General taxes and special assessments for the year 2021 in the amount of \$144.04, Delinquent.
Property ID # BPT064A (Tract II)
13. General taxes and special assessments for the year 2020 in the amount of \$144.56, Delinquent.
Property ID # BPT064A (Tract II)
14. General taxes and special assessments for the year 2019 in the amount of \$152.52, Delinquent.
Property ID # BPT064A (Tract II)
15. Roadway easement, if any, over the North and East of subject property.
16. An easement for Right of Way, recorded as Book J-10, Page [543](#).
In favor of: Cities Service Oil Company
Affects: a portion of subject property
17. An easement for Right of way, recorded as Book 120, Page [3](#).
In favor of: Cities Service Gas Company
Affects: a portion of subject property
18. An easement for Right of way, recorded as Book 326, Page [579](#).
In favor of: Southwestern Bell Telephone Company
Affects: a portion of subject property
19. An easement for Meter Site, recorded as Book 846, Page [509](#); partial assignment in Book 846, Page [539](#).
In favor of: Oneok, Inc.
Affects: a portion of Lot 2 of subject property
20. An easement for Right of Way, recorded as Book 873, Page [573](#).
In favor of: Oneok, Inc.
Affects: a portion of subject property
21. An easement for Right of way, recorded as Book 873, Page [577](#).
In favor of: Oneok, Inc.
Affects: a portion of Lot 2 of subject property
22. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Ordinance No. 1268 in Book 757, Page [312](#), corrected in Book 757, Page [571](#); Ordinance No. 1271 in Book 760, Page [447](#); Ordinance No. 1300 in Book 763, Page [385](#) AND Resolution No. 2008-14 in Book 776, Page [296](#); Resolution No. 2017-21 in Book 1015, Page [196](#) Resolution No. 2019-12 in Book 1056, Page [362](#).
23. Rights or claims of parties in possession not shown by the public records.
24. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
25. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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