

Aerial Map



COLDWELL BANKER
APW REALTORS®

Map Center: 39° 0' 19.12, -97° 41' 29.3

0ft 430ft 860ft

18-12S-3W
Ottawa County
Kansas



1/11/2023

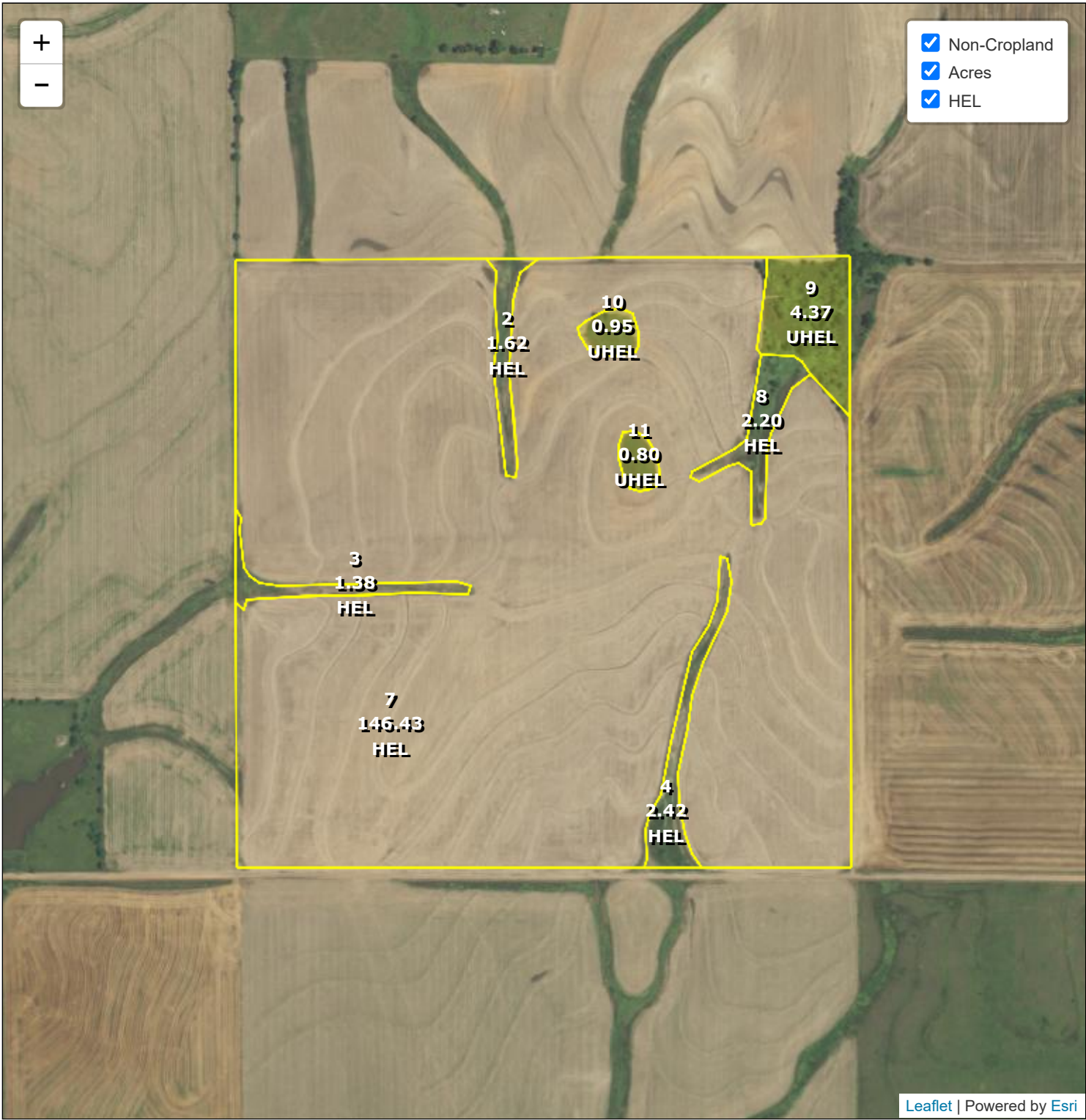
Maps Provided By:



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Field borders provided by Farm Service Agency as of 5/21/2008.



Common Land Unit

Cropland Non-cropland CRP

2022 Crop Year

Farm 8299

Tract 53229

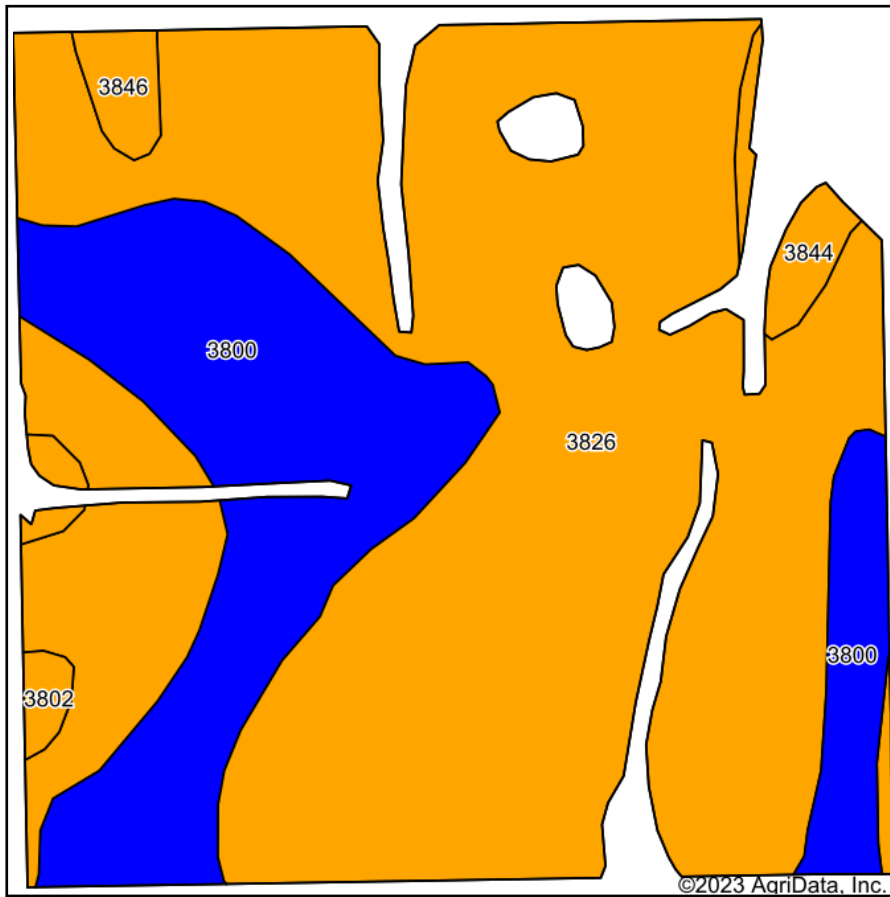
Wetland Determination Identifiers

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

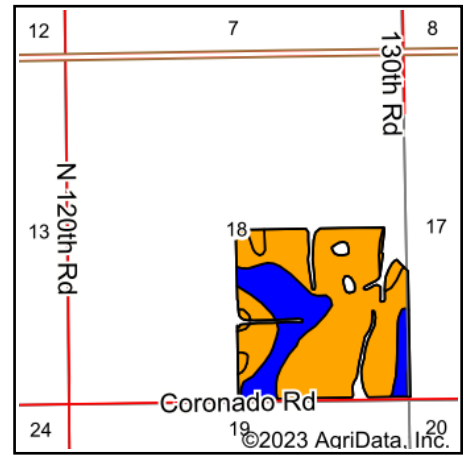
Tract 1 of 2

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Soils Map



Soils data provided by USDA and NRCS.



State: **Kansas**
 County: **Ottawa**
 Location: **18-12S-3W**
 Township: **Bennington**
 Acres: **146.3**
 Date: **1/11/2023**



COLDWELL BANKER
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Maps Provided By:



Area Symbol: KS143, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	*n NCCPI Soybeans
3826	Crete silt loam, 3 to 7 percent slopes	105.10	71.8%		IIle	IIle	64
3800	Crete silt loam, 0 to 1 percent slopes, loess plains and breaks	35.40	24.2%		Ils	Ils	66
3844	Geary silt loam, 3 to 7 percent slopes	2.33	1.6%		IIle	IIle	71
3846	Geary silty clay loam, 3 to 7 percent slopes, eroded	1.82	1.2%		IIle	IIle	61
3802	Crete silty clay loam, 3 to 7 percent slopes, eroded, loess plains and breaks	1.65	1.1%		IIle	IIle	56
Weighted Average					2.76	2.76	*n 64.5

*n: The aggregation method is "Weighted Average using all components"
 Soils data provided by USDA and NRCS.

Topography Contours



COLDWELL BANKER
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Maps Provided By:



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Source: USGS 3 meter dem
Interval(ft): 3.0
Min: 1,338.5
Max: 1,386.8
Range: 48.3
Average: 1,365.9
Standard Deviation: 7.55 ft

0ft 463ft 927ft



1/11/2023

18-12S-3W
Ottawa County
Kansas

Map Center: 39° 0' 19.12, -97° 41' 29.3

Field borders provided by Farm Service Agency as of 5/21/2008.

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

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 Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount 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



Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 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) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "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.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be 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.

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- (c) The Company will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

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

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule A	

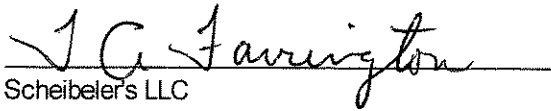
Transaction Identification Data for reference only:

Issuing Agent: Scheibeler's LLC
 Issuing Office: 314 W. 2nd Street, Minneapolis, KS 67467
 Issuing Office's ALTA® Registry ID: 0001222
 Loan ID No.:
 Commitment No.: 23-2663
 Issuing Office File No.: 23-2663
 Property Address: Coronado Rd., Tescott, KS 67484
 Revision No.:

SCHEDULE A

1. Commitment Date: January 12, 2023 at 08:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA®ALTA Own. Policy (06/17/06) Policy
 Proposed Insured: Purchaser at Auction
 Proposed Policy Amount:
 - (b) ☐ ALTA®ALTA Loan Policy (06/17/06) Policy
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Graves Farms, L.P.
5. The Land is described as follows:
The Southeast quarter of Section 18, Township 12 South, Range 3 West of the 6th P.M., Ottawa County, Kansas.

Scheibeler's LLC

By: 
Scheibeler's LLC

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 23-2663

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Execute and record proper Warranty Deed from Graves Farms, L.P., by William P. Graves and Martha Graves Reese, General Partners, in favor of Purchaser at Auction.
6. NOTE: 2022 real estate taxes have been paid in full \$2,520.12 TAX ID # 1110000700

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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.

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Schedule BI & BII
(Continued)

Commitment No.: 23-2663

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, unless such lien is 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 for all of the year 2023, and all subsequent years, and special assessments due or payable therewith.
8. Subject to roadway right of ways.

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2022

OTTAWA COUNTY REAL ESTATE TAX STATEMENT

Statement #: 2327

Quick Ref.: R5525

Date: 1/11/2023

Parcel #: 1110000700

CAMA #: 184-18-0-00-004.00-0-01

Tax Unit: 181- 181 BENNINGTON TOWNSHIP

Property Address: 0 CORONADO RD - Tescott, KS 67484

Levy: 149.92600

Real Estate

Deed Name: GRAVES FARMS LP

TAX SUMMARY

First Half Tax:	1,260.06
Second Half Tax:	1,260.06
Total Tax:	2,520.12

Owner ID #: ADVA00002
 Owner Name: ADVANTAGE TRUST COMPANY
 AT

Care Of:
 Owner Address: PO BOX 1337
 SALINA, KS 67402

MAKE CHECKS PAYABLE TO:
 OTTAWA COUNTY TREASURER-JODEE COPPLE
 307 N CONCORD ST
 MINNEAPOLIS, KS - 67467
 785-392-3129

PROPERTY DESCRIPTION

Subdivision: 00 Invalid Code Block: Lots: Section: 18 Township: 12 Range: 03W
 Legal: S18, T12, R03W, ACRES 159.2, SE 1/4 EXC RD ROW Total Acres: 159.20 Ag Acres:

PROPERTY CLASS	ASSED RATE	PRIOR YEAR	CURRENT YEAR	VALUE CHANGE	% CHANGE	CURRENT TAX
A AGRICULTURAL RURAL	30.0/25.0	17,199	16,209	-396	-2.27	2,520.12

THE FIRST \$4600 IN RESIDENTIAL ASSESSED VALUE IS EXEMPT FROM THE STATEWIDE USD GENERAL FUND MILL LEVY.

SPECIAL ASSESSMENTS / NRA

Grand Total: 2,520.12

MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE
State	1.500000	1.500000	0.00
County	82.592000	82.293000	-0.36
Bennington Twp	6.174000	5.722000	-7.32
Cem Bennington #5	0.618000	0.554000	-10.36
Cent Ks #3 Ext District	1.196000	1.111000	-7.11
Central Ks Library	1.514000	1.547000	2.18
Fd Bennington #4	2.933000	2.423000	-0.54
USD 240 Twin Valley	56.422000	54.276000	-3.80
Grand Total:	152.95500	149.92600	-1.98

TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	25.89	25.21	-0.58	-2.29
County	1,420.47	1,383.29	-37.21	-2.62
Bennington Twp	106.19	96.18	-10.00	-9.43
Cem Bennington #5	10.63	9.31	-1.32	-12.42
Cent Ks #3 Ext District	20.57	18.67	-1.89	-9.24
Central Ks Library	26.04	26.00	-0.04	-0.15
Fd Bennington #4	50.88	49.13	-1.41	-2.81
USD 240 Twin Valley	970.39	912.33	-58.06	-5.98
Grand Total:	2,630.64	2,520.12	-110.52	-4.20

REVENUE FROM PROPERTY TAX LEVIES	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	12,909.29	13,893.50	985.22	7.63
County	710,935.39	762,259.05	51,323.65	7.22
Bennington Twp	53,144.23	53,013.88	-120.35	-0.23
Cem Bennington #5	5,320.21	5,134.64	-185.57	-3.49
Cent Ks #3 Ext District	10,292.30	10,294.02	1.72	0.02
Central Ks Library	13,041.54	14,336.99	1,295.35	9.93
Fd Bennington #4	25,293.00	27,121.12	1,828.12	7.23
USD 240 Twin Valley	463,690.09	480,745.65	17,055.56	3.68
SPECIAL ASSESSMENTS	25,829.00	25,605.00	-224.00	-0.87
Grand Total:	1,320,454.05	1,392,413.76	71,959.71	5.45

IF TAXES ARE NOT PAID BY THE DUE DATE, INTEREST PER ANNUM IS CHARGED.

1st HALF PAYMENT COUPON - 2022

FIRST HALF DUE: 12/20/2022

TAXPAYER ID #: ADVA00002
 STATEMENT #: 2327
 PARCEL #: 1110000700
 QUICK REF.: R5525
 ADVANTAGE TRUST COMPANY
 AT
 PO BOX 1337
 SALINA, KS 67402



Real Estate

PAID ON
12/13/2022

1ST HALF PAYMENT DUE: 0.00

2nd HALF / FULL PAYMENT COUPON - 2022

SECOND HALF DUE: 05/10/2023

TAXPAYER ID #: ADVA00002
 STATEMENT #: 2327
 PARCEL #: 1110000700
 QUICK REF.: R5525
 ADVANTAGE TRUST COMPANY
 AT
 PO BOX 1337
 SALINA, KS 67402



Real Estate

PAID ON
12/13/2022

2ND HALF PAYMENT DUE: 0.00