



## PRELIMINARY TITLE SEARCH REPORT

Prepared By:  
**Security 1<sup>st</sup> Title**  
**301 N Main St, Suite 110**  
**Newton, KS 67114**  
**Phone: 316-283-2750**  
**Fax: 316-283-5680**

Contact: **Megan Zielke**  
Email: **mzielke@security1st.com**

Prepared Exclusively For:  
**Sundgren Realty**  
**218 E. Central**  
**El Dorado, KS 67042**  
**Phone: (316) 321-7112**  
**Fax: (316) 321-7116**

Contact: **Jeremy Sundgren**  
Email: **jeremy@sundgren.com;**  
**realty@sundgren.com**

Report No: **2531554**

Report Effective Date: **July 1, 2022, at 7:30 a.m.**

Property Address: **13816 W US Hwy 50, Halstead, KS 67056**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **Sundgren Realty**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

**Heritage Landing LLC, a Kansas limited liability company**

2. The Land referred to in this Report is described as follows:

**A portion of the South Half (S/2) of Section Twenty-one (21), Township Twenty-three (23) South, Range Two (2) West of the 6th P.M., Harvey County, Kansas, more particularly described as follows: Beginning at the Southeast Corner of the Southwest Quarter (SW/4) of Section Twenty-one (21), Township Twenty-three (23) South, Range Two (2) West of the 6th P.M.; thence with a bearing of South 89°37'18" West (basis of bearings is NAD 83 Kansas South Zone) along the South line of said Southwest Quarter (SW/4) 447.35 feet; thence North 03°42'45" West 706.99 feet; thence North 84°53'10" East 347.44 feet; thence South 44°03'43" East 201.22 feet to the West line of the Southeast Quarter (SE/4) of said Section; thence continuing South 44°03'43" East 117.05 feet; thence South 07°11'24" East 507.88 feet to the South line of said Southeast Quarter (SE/4); thence South 89°36'47" West along the South line of said Southeast Quarter (SE/4) 137.85 feet to the point of beginning.**



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3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
  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. **File a partial release of the Mortgage dated January 21, 2022, recorded January 27, 2022, as Book M749, Page 798, made by Heritage Landing LLC, a Kansas limited liability company, to American AgCredit, FLCA, in the amount of \$1,672,000.00.**
  6. **File a partial release of the Mortgage dated January 21, 2022, recorded January 27, 2022, as Book M749, Page 813, made by Heritage Landing LLC, a Kansas limited liability company, to American AgCredit, PCA, in the amount of \$418,000.00.**
  7. **File a partial release of the Financing Statement filed January 27, 2022 in Book U2022, Page 30301, made by Heritage Landing, LLC to American AgCredit, PCA.**
  8. **File a partial release of the Financing Statement filed January 27, 2022 in Book U2022, Page 30302, made by Heritage Landing, LLC to American AgCredit, FLCA.**
  9. **Heritage Landing LLC, a Kansas limited liability company is a limited liability company. We have copies of the below items. We must be furnished with any amendments thereto and reserve the right to make any additional requirements we deem necessary.**
    1. **Articles of Organization dated October 19, 2020**
    2. **Operating Agreement dated October 19, 2020**

**Any instrument to be executed by Heritage Landing LLC, a Kansas**

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**limited liability company must:**

- 1. Be executed in the limited liability company's name, and**
- 2. Be signed by Lies Operating, LLC, Manager, with the separate written consent of Sarah J. Bourque, Member and Ashley E. Biel, Member.**

- 10. Lies Operating, LLC is a limited liability company. We have copies of the below items. We must be furnished with any amendments thereto and reserve the right to make any additional requirements we deem necessary.**

- 1. Articles of Organization dated December 3, 2018**
- 2. Operating Agreement dated April 8, 2020**

**Any instrument to be executed by Lies Operating, LLC, must:**

- 1. Be executed in the limited liability company's name, and**
- 2. Be signed by Michael J. Lies, Manager, with the separate written consent of Sarah J. Bourque, Member and Ashley E. Biel, Member.**

- 11. File a Warranty Deed from Heritage Landing LLC, a Kansas limited liability company to Proposed Insured, once determined.**
- 12. Provide this Company with a properly completed and executed Owner's Affidavit.**
- 13. Recording Fees and 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: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)**

**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**



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**Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1<sup>st</sup> 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.**

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
  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.
  6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
  7. **General taxes and special assessments for the fiscal year 2021 in the amount of \$12,496.01, PAID.**  
**Property ID # 185-03474 (Covers a portion plus additional land)**
  8. **General taxes and special assessments for the fiscal year 2021 in the amount of \$904.15, PAID.**  
**Property ID # 186-03476 (Covers a portion plus additional land)**



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9. **An easement for utility purposes, recorded as [Book 243, Page 315, Misc. Records.](#)**  
**In favor of: Kansas Gas and Electric Company**
  
10. **An easement for pipeline purposes, recorded as [Book 124, Page 204, Misc. Records.](#)**  
**In favor of: B. E. La Dow**
  
11. **An easement for utility purposes, recorded as [Book 168, Page 6, Misc. Records.](#)**  
**In favor of: Kansas Gas and Electric Company**
  
12. **Subject to that portion of captioned property being condemned for Highway purposes along the South side thereof, together with partial abutters rights of access, as established by District Court Case [14814.](#)**
  
13. **Subject to the terms and conditions of Approval of Application and Permit issued by the State of Kansas Division of Water Resources, and recorded in [Book 293, Page 264, Misc. Records.](#)**
  
14. **Terms and provisions of the oil and gas lease executed between Ellingson Enterprises, LLC, lessor, and Petro River Oil, LLC, lessee, for a primary term of 5 years, filed August 21, 2012, recorded in [Book 434, Page 776, Misc. Records,](#) together with all subsequent assignments and conveyances.**

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

15. **Terms and provisions of the oil and gas lease executed between Herby Wenger, Trustee of The Herby Wenger Family Living Trust dated February 27, 1991, lessor, and Cade Production LLC, lessee, for a primary term of 5 years, filed October 25, 2011, recorded in [Book 426, Page 586, Misc. Records,](#) together with all subsequent assignments and conveyances.**

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



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16. **Terms and provisions of the oil and gas lease executed between Mark Ellingson and Joan F. Ellingson, Co-Trustees of The Joan Ellingson Revocable Trust, as restated and amended June 14, 2006, lessor, and Petro River Oil, LLC, lessee, for a primary term of 5 years, filed August 21, 2012, recorded in [Book 434, Page 811, Misc. Records](#), together with all subsequent assignments and conveyances.**

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

17. **Terms and provisions of the oil and gas lease executed between Mark Ellingson and Joan F. Ellingson, Co-Trustees of The Mark Ellingson Revocable Trust, as restated and amended June 14, 2006, lessor, and Petro River Oil, LLC, lessee, for a primary term of 5 years, filed August 21, 2012, recorded in [Book 434, Page 819, Misc. Records](#), together with all subsequent assignments and conveyances.**

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

18. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
19. **Terms and provisions contained in the document entitled "Survey" filed March 9, 2020 as [Book Z468, Page 241](#).**
20. **Terms and provisions contained in the document entitled "Survey" filed November 24, 2021 as [Book Z477, Page 318](#).**



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**21. Terms and provisions contained in the document entitled "Survey" filed May 31, 2022 as Book Z480, Page 86.**

**22. Rights of parties in possession under unrecorded leases.**

Dated: **July 1, 2022, at 7:30 a.m.**

SECURITY 1<sup>ST</sup> TITLE

By: \_\_\_\_\_

LICENSED ABTRACTER