

# PROPERTY INFORMATION PACKET

**VIRGINIA DR. & MAGNOLIA RD., S of SEc,  
SALINA, KS**

**ONLINE ONLY - Bidding Ends  
Tuesday, November 16, 2021 @ 10:00 AM CST**



**AUCTION DIVISION**

**J.P. Weigand & Sons, Inc. - Auction Division**  
150 N. Market Wichita, KS 67202 | [WeigandAuctions.com](http://WeigandAuctions.com)

**Kevin Howell, Auctioneer**

316-292-3971 | [khowell@weigand.com](mailto:khowell@weigand.com)

**Randy Johnston**

316-292-3913 | [rjohnston@weigand.com](mailto:rjohnston@weigand.com)



# Property Details for PID: 0850873501002001010

Shareable link to Property Information :	<a href="https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850873501002001010">https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0850873501002001010</a>
Shareable link to Map:	<a href="https://www.kansasgis.org/orka/permalink.cfm?parcelId=0850873501002001010">https://www.kansasgis.org/orka/permalink.cfm?parcelId=0850873501002001010</a>
QuickRef ID :	R14569
Owner Name :	COM CO OF KANSAS INC
Location:	00000 W MAGNOLIA RD, Salina, KS 67401
Abbreviated Boundary Description:	S35, T14, R3, 6th PM, ACRES 28.36, TR BEG 1696.03 S NW/C NE/4 TH E 1355.18 S 900.18 W 1366 N 898.92 TO POB
Owner Information:	
Owner	COM CO OF KANSAS INC
Mailing Address	Attn: FARMERS NATIONAL COMPANY PO BOX 542016 OMAHA, NE 68154-8016
Property Information:	
Type	Agricultural Use
Status	Active
Taxing Unit	315
Neighborhood Code	300

No Secondary Address Details found

## Market Land Details:

Actual Width: 0

Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

No Orion Deed Book Page Details found

Additional Deed Book Page Details

Deed Book/Page 374/690 - RW DEED M166/551 329/253 M166/551 SPLIT CREATED FROM 001 DUE TO ANNEXATION 1211/1540 - PERM UT ESMT

Value Details

	Year	2021
Current Final Value (Agricultural)	Land	\$9,610.00
	Building	\$0.00
	Total	\$9,610.00
	Year	2020
Current Final Value (Agricultural)	Land	\$9,640.00
	Building	\$0.00
	Total	\$9,640.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land	28.36	2347		
Total Acres :	28.36			

No Ag Building Details found

Owner Name and Mailing Address

Owner Name: COM CO OF KANSAS INC

Quick Ref: R14569

Owner Address: Attn: FARMERS NATIONAL COMPANY PO BOX 542016 OMAHA, NE 68154-8016

3541264

Property Situs Addr / Tract Desc

Property Number: 085-087-35-0-10-02-001.01-0

Property Address: 00000 W MAGNOLIA RD, Salina, KS 67401

Legal Description: S35, T14, R3, 6th PM, ACRES 28.36, TR BEG 1696.03 S NW/C NE/4 TH E 1355.18 S 900.18 W 1366 N 898.92 TO POB

General Property Information

Property Class	Living Units	Zoning	Neighborhood	Map / Routing	Tax Unit Group
Agricultural Use			300	087	315

Market Land Information

Method	Type	ACSF	Eff FF	Depth
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Current Appraised Value

Class	Land	Building	Total
A	9,610	0	9,610
Total	9,610	0	9,610

Previous Appraised Value

Class	Land	Building	Total
A	9,640	0	9,640
Total	9,640	0	9,640

Agricultural Land Detail

Type	Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Ft/Acre
DR	28.36	2347				

Ag Land Summary

DR Acres	28.36
IR Acres	0.00
NG Acres	0.00
TG Acres	0.00
Total Ag Acres	28.36

test

Parcel Based Other Building Improvements

Property Owner

COM CO OF KANSAS INC

Property Address

0 W MAGNOLIA RD

Parcel Number

087 - 35 - 0 - 10 - 02 - 001 . 01 - 0

Legal Description

S35, T14, R3, 6th PM, ACRES 28.36, TR BE G 1696.03 S NW/C NE/4 TH E 1355.18 S 900 .18 W 1366 N 898.92 TO POB

Tax ID      Sec-Twp-Rng      Sub      Blk   Lot   Parcel Classes

28865   35 -14 -3      UNPLATTED

Tax Year	Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page
2020	315	305	/315	2892	103.680	0.00	299.84	299.84	0	0374 -0690
2019	315	305	/315	2883	104.540	0.00	301.40	301.40	0	0374 -0690
2018	315	305	/315	2832	104.420	0.00	295.72	295.72	0	0374 -0690
2017	315	305	/315	2655	102.160	0.00	271.24	271.24	0	0374 -0690
2016	315	305	/315	2409	102.330	0.00	246.52	246.52	0	0374 -0690
2015	315	305	/315	2187	103.780	0.00	226.98	226.98	0	0374 -0690

## Full Profile

2000-2010 Census, 2021 Estimates with 2026 Projections  
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 38.7922/-97.6199

Demos	1 mi radius	3 mi radius	5 mi radius
<b>Population</b>			
2021 Estimated Population	6,145	32,606	47,676
2026 Projected Population	5,996	31,963	46,716
2010 Census Population	6,361	33,317	48,659
2000 Census Population	6,194	31,881	46,717
Projected Annual Growth 2021 to 2026	-0.5%	-0.4%	-0.4%
Historical Annual Growth 2000 to 2021	-	0.1%	-
<b>Households</b>			
2021 Estimated Households	2,405	13,560	20,021
2026 Projected Households	2,410	13,676	20,174
2010 Census Households	2,412	13,401	19,763
2000 Census Households	2,301	12,783	18,908
Projected Annual Growth 2021 to 2026	-	0.2%	0.2%
Historical Annual Growth 2000 to 2021	0.2%	0.3%	0.3%
<b>Age</b>			
2021 Est. Population Under 10 Years	13.6%	13.1%	12.8%
2021 Est. Population 10 to 19 Years	14.5%	12.9%	12.8%
2021 Est. Population 20 to 29 Years	15.1%	14.2%	13.6%
2021 Est. Population 30 to 44 Years	18.0%	18.4%	18.0%
2021 Est. Population 45 to 59 Years	17.4%	17.0%	17.5%
2021 Est. Population 60 to 74 Years	15.4%	16.3%	16.9%
2021 Est. Population 75 Years or Over	6.0%	8.0%	8.5%
2021 Est. Median Age	34.5	37.0	38.3
<b>Marital Status &amp; Gender</b>			
2021 Est. Male Population	49.4%	48.7%	49.3%
2021 Est. Female Population	50.6%	51.3%	50.7%
2021 Est. Never Married	31.3%	30.4%	28.7%
2021 Est. Now Married	49.9%	46.0%	46.7%
2021 Est. Separated or Divorced	15.5%	17.6%	18.1%
2021 Est. Widowed	3.3%	6.0%	6.5%
<b>Income</b>			
2021 Est. HH Income \$200,000 or More	2.6%	1.9%	3.0%
2021 Est. HH Income \$150,000 to \$199,999	2.4%	2.6%	2.9%
2021 Est. HH Income \$100,000 to \$149,999	13.6%	14.3%	13.5%
2021 Est. HH Income \$75,000 to \$99,999	15.9%	14.6%	13.8%
2021 Est. HH Income \$50,000 to \$74,999	25.4%	23.7%	22.0%
2021 Est. HH Income \$35,000 to \$49,999	13.2%	14.1%	13.9%
2021 Est. HH Income \$25,000 to \$34,999	12.1%	11.9%	11.0%
2021 Est. HH Income \$15,000 to \$24,999	10.1%	9.6%	9.7%
2021 Est. HH Income Under \$15,000	4.7%	7.3%	10.1%
2021 Est. Average Household Income	\$71,750	\$67,535	\$69,781
2021 Est. Median Household Income	\$60,332	\$58,074	\$57,534
2021 Est. Per Capita Income	\$28,322	\$28,229	\$29,563
2021 Est. Total Businesses	203	1,014	1,846
2021 Est. Total Employees	4,161	18,421	29,965

## Full Profile

2000-2010 Census, 2021 Estimates with 2026 Projections  
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 38.7922/-97.6199

Demos	1 mi radius	3 mi radius	5 mi radius
<b>Race</b>			
2021 Est. White	79.8%	83.8%	84.4%
2021 Est. Black	4.4%	3.7%	4.2%
2021 Est. Asian or Pacific Islander	5.8%	3.3%	2.6%
2021 Est. American Indian or Alaska Native	0.4%	0.5%	0.6%
2021 Est. Other Races	9.7%	8.7%	8.3%
<b>Hispanic</b>			
2021 Est. Hispanic Population	972	4,557	6,087
2021 Est. Hispanic Population	15.8%	14.0%	12.8%
2026 Proj. Hispanic Population	16.0%	14.1%	12.9%
2010 Hispanic Population	13.4%	11.6%	10.6%
<b>Education (Adults 25 &amp; Older)</b>			
2021 Est. Adult Population (25 Years or Over)	3,918	21,747	32,228
2021 Est. Elementary (Grade Level 0 to 8)	3.9%	2.8%	2.9%
2021 Est. Some High School (Grade Level 9 to 11)	5.0%	4.8%	5.1%
2021 Est. High School Graduate	32.4%	31.2%	30.5%
2021 Est. Some College	22.5%	26.9%	25.5%
2021 Est. Associate Degree Only	7.8%	8.0%	8.4%
2021 Est. Bachelor Degree Only	19.4%	17.6%	18.3%
2021 Est. Graduate Degree	9.0%	8.7%	9.5%
<b>Housing</b>			
2021 Est. Total Housing Units	2,539	14,431	21,567
2021 Est. Owner-Occupied	58.3%	63.2%	60.1%
2021 Est. Renter-Occupied	36.4%	30.8%	32.7%
2021 Est. Vacant Housing	5.3%	6.0%	7.2%
<b>Homes Built by Year</b>			
2021 Homes Built 2010 or later	4.5%	3.1%	3.0%
2021 Homes Built 2000 to 2009	3.4%	5.2%	5.5%
2021 Homes Built 1990 to 1999	12.7%	8.7%	9.5%
2021 Homes Built 1980 to 1989	9.2%	9.5%	9.2%
2021 Homes Built 1970 to 1979	23.8%	14.3%	14.0%
2021 Homes Built 1960 to 1969	22.3%	12.9%	11.8%
2021 Homes Built 1950 to 1959	13.5%	21.3%	18.9%
2021 Homes Built Before 1949	5.4%	19.1%	20.9%
<b>Home Values</b>			
2021 Home Value \$1,000,000 or More	-	-	-
2021 Home Value \$500,000 to \$999,999	1.0%	1.0%	1.6%
2021 Home Value \$400,000 to \$499,999	0.5%	0.6%	1.4%
2021 Home Value \$300,000 to \$399,999	1.5%	1.5%	3.7%
2021 Home Value \$200,000 to \$299,999	10.7%	11.6%	15.2%
2021 Home Value \$150,000 to \$199,999	31.2%	20.0%	18.4%
2021 Home Value \$100,000 to \$149,999	28.1%	33.8%	28.0%
2021 Home Value \$50,000 to \$99,999	20.7%	25.8%	24.5%
2021 Home Value \$25,000 to \$49,999	3.6%	3.2%	4.2%
2021 Home Value Under \$25,000	2.7%	2.6%	2.8%
2021 Median Home Value	\$136,158	\$129,792	\$141,680
2021 Median Rent	\$623	\$592	\$591



## Full Profile

2000-2010 Census, 2021 Estimates with 2026 Projections  
Calculated using Weighted Block Centroid from Block Groups

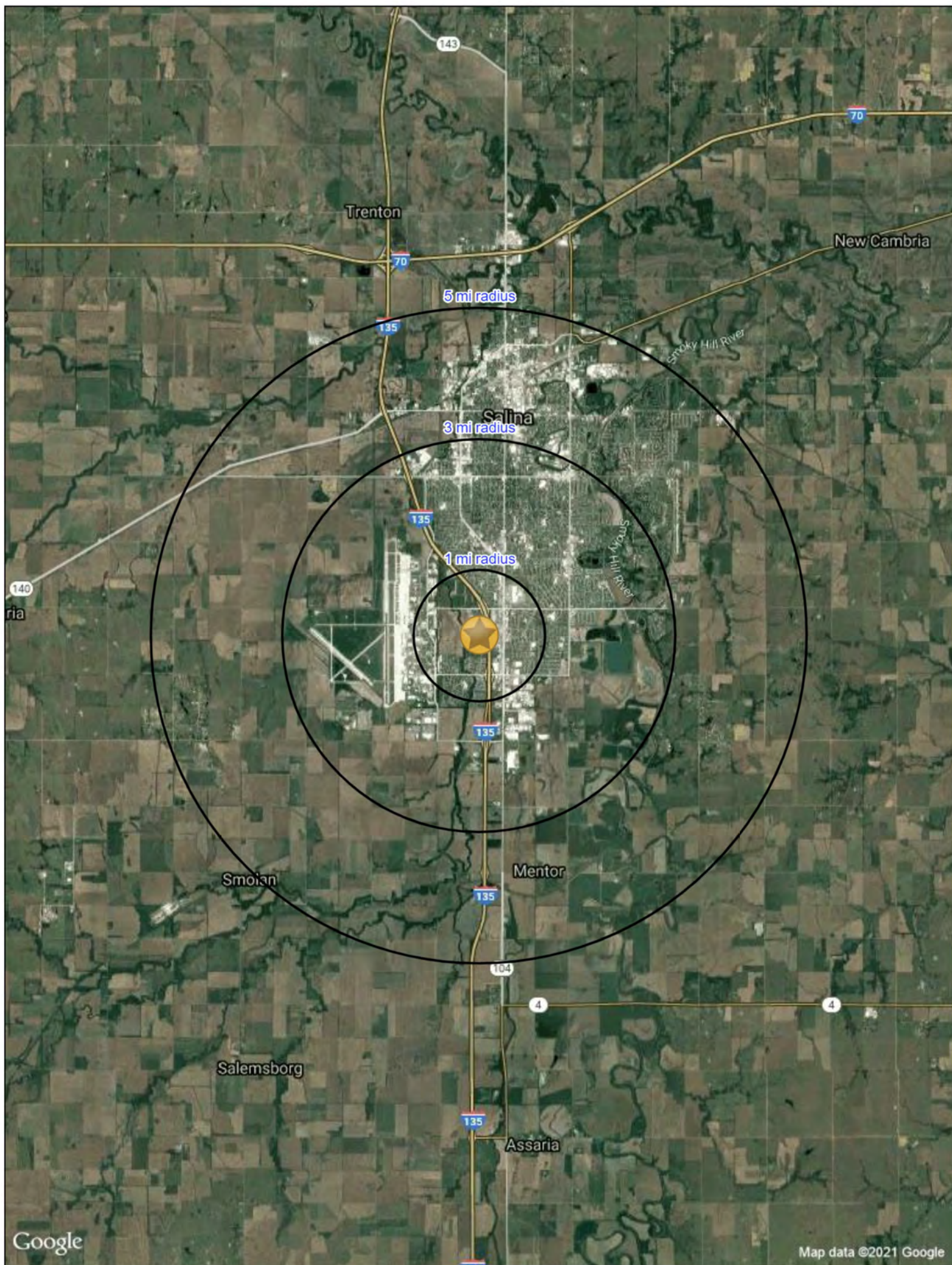
Lat/Lon: 38.7922/-97.6199

Demos	1 mi radius	3 mi radius	5 mi radius
<b>Labor Force</b>			
2021 Est. Labor Population Age 16 Years or Over	4,776	25,791	37,978
2021 Est. Civilian Employed	67.5%	65.4%	62.6%
2021 Est. Civilian Unemployed	3.0%	3.4%	3.1%
2021 Est. in Armed Forces	-	0.5%	0.3%
2021 Est. not in Labor Force	29.5%	30.7%	34.0%
2021 Labor Force Males	49.4%	48.2%	48.8%
2021 Labor Force Females	50.6%	51.8%	51.2%
<b>Occupation</b>			
2021 Occupation: Population Age 16 Years or Over	3,226	16,864	23,758
2021 Mgmt, Business, & Financial Operations	10.3%	11.5%	12.2%
2021 Professional, Related	23.6%	23.3%	23.6%
2021 Service	15.0%	18.4%	17.5%
2021 Sales, Office	22.5%	20.5%	20.7%
2021 Farming, Fishing, Forestry	0.6%	0.5%	0.6%
2021 Construction, Extraction, Maintenance	7.0%	6.4%	6.3%
2021 Production, Transport, Material Moving	20.9%	19.5%	19.0%
2021 White Collar Workers	56.4%	55.3%	56.6%
2021 Blue Collar Workers	43.6%	44.7%	43.4%
<b>Transportation to Work</b>			
2021 Drive to Work Alone	82.5%	81.4%	82.3%
2021 Drive to Work in Carpool	12.2%	9.6%	8.5%
2021 Travel to Work by Public Transportation	0.8%	2.0%	1.7%
2021 Drive to Work on Motorcycle	0.6%	0.2%	0.4%
2021 Walk or Bicycle to Work	1.6%	2.4%	2.5%
2021 Other Means	0.7%	1.5%	1.5%
2021 Work at Home	1.6%	3.0%	3.2%
<b>Travel Time</b>			
2021 Travel to Work in 14 Minutes or Less	72.5%	72.5%	68.7%
2021 Travel to Work in 15 to 29 Minutes	22.6%	21.9%	21.2%
2021 Travel to Work in 30 to 59 Minutes	6.0%	6.2%	6.7%
2021 Travel to Work in 60 Minutes or More	4.8%	2.7%	2.9%
2021 Average Travel Time to Work	11.3	10.8	11.0
<b>Consumer Expenditure</b>			
2021 Est. Total Household Expenditure	\$134.83 M	\$724.1 M	\$1.08 B
2021 Est. Apparel	\$4.67 M	\$25.02 M	\$37.51 M
2021 Est. Contributions, Gifts	\$7.33 M	\$39.42 M	\$59.88 M
2021 Est. Education, Reading	\$3.87 M	\$20.7 M	\$31.94 M
2021 Est. Entertainment	\$7.47 M	\$40.19 M	\$60.28 M
2021 Est. Food, Beverages, Tobacco	\$21 M	\$112.65 M	\$167.81 M
2021 Est. Furnishings, Equipment	\$4.65 M	\$25.05 M	\$37.53 M
2021 Est. Health Care, Insurance	\$12.61 M	\$68.18 M	\$101.44 M
2021 Est. Household Operations, Shelter, Utilities	\$44.06 M	\$236.32 M	\$353.16 M
2021 Est. Miscellaneous Expenses	\$2.53 M	\$13.64 M	\$20.41 M
2021 Est. Personal Care	\$1.81 M	\$9.71 M	\$14.52 M
2021 Est. Transportation	\$24.83 M	\$133.2 M	\$198.02 M

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This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.







**GRANT OF PERMANENT UTILITY EASEMENT**

COM CO. of KANSAS, a Kansas Corporation, a/k/a Com. Co. of Kansas, Inc., (the "Grantor"), being the owner of the hereinafter described real estate, does hereby grant, dedicate, and convey unto the CITY OF SALINA, KANSAS, a municipal corporation (the "City"):

A Permanent Utility Easement, in perpetuity, on the real estate legally described on the attached and incorporated Exhibit A and depicted on the attached and incorporated Exhibit B for the purposes of locating, constructing, excavating, and maintaining poles, wires, conduit, pipeline, and junction boxes for the purposes of conducting, transmitting and distributing water, sewage, electricity, gas and electronic communications by the City, its franchisees, and its licensees.

Grantor acknowledges that this Grant of Permanent Utility Easement shall neither alter nor affect the Grantor's obligation to maintain the described real estate.

Grantor hereby covenants that it is the lawful owner of the described premises and has the right, power, and authority to convey the rights granted hereby.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Grantor set his hand this 30 day of April, 2010.

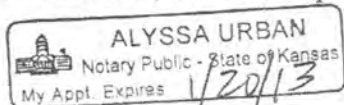
COM CO. OF KANSAS, a Kansas corporation  
a/k/a Com. Co. of Kansas, Inc.

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

John Marietta, President

STATE OF KANSAS, COUNTY OF SALINE, ss:

This instrument was acknowledged before me on April \_\_, 2010, by John Marietta as President of COM CO. OF KANSAS, a Kansas corporation, a/k/a Com. Co. of Kansas, Inc.



\_\_\_\_\_  
Notary Public

My appointment expires:

[A real estate sales validation questionnaire is not required pursuant to K.S.A. 79-1437e(a)(13)]

OWNER: COM. CO. OF KANSAS, INC.

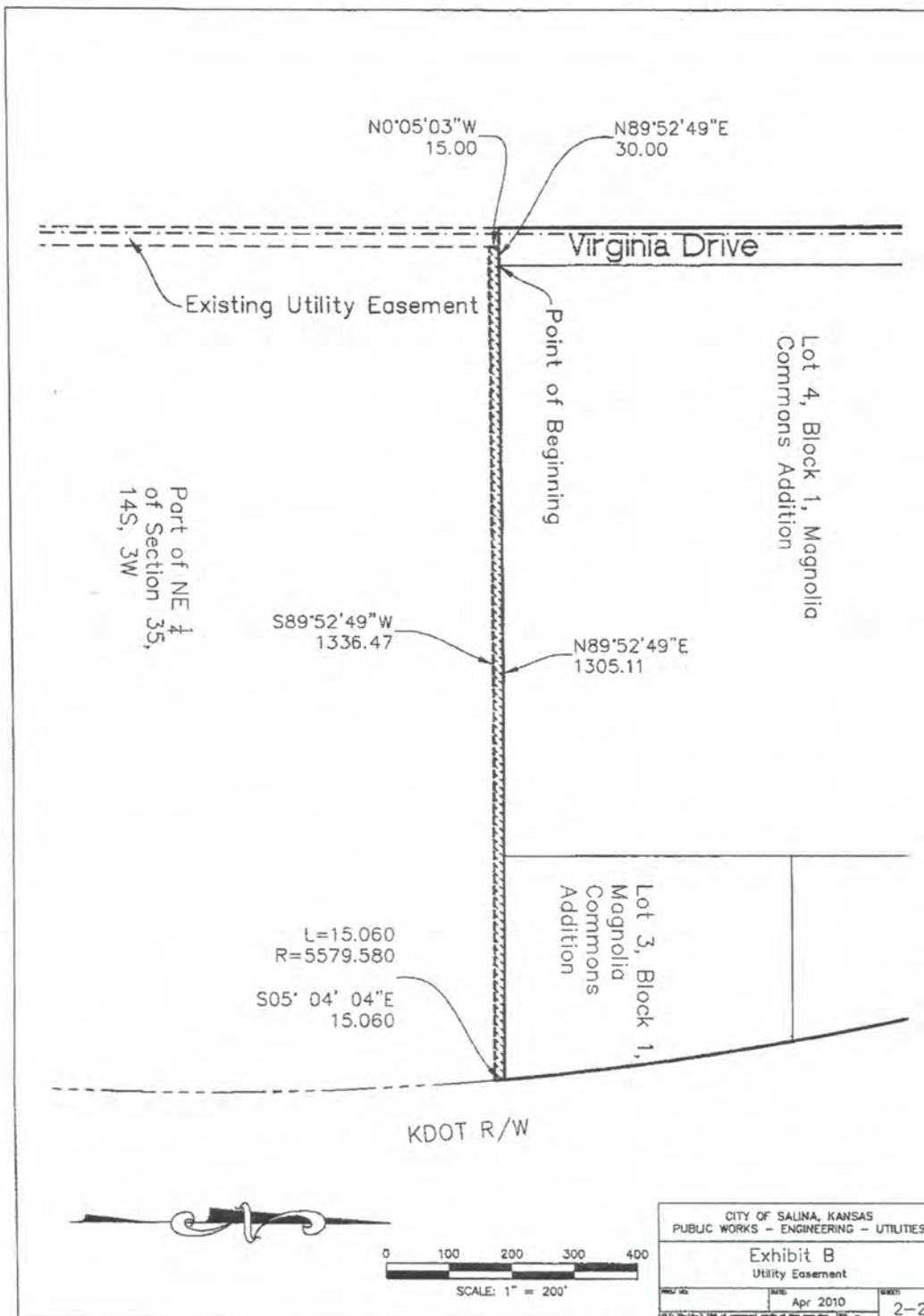
## LEGAL DESCRIPTION

### 15 FEET UTILITY EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP FOURTEEN (14) SOUTH, RANGE THREE (3) WEST OF THE 6TH P.M., IN SALINE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT FOUR, BLOCK ONE, MAGNOLIA COMMONS ADDITION;  
THENCE ON AN ASSUMED BEARING OF N 89°52'49" E, ALONG THE SOUTH LINE OF LOT FOUR AND LOT THREE OF SAID MAGNOLIA COMMONS ADDITION, A DISTANCE OF 1305.11 FEET TO A POINT AT THE SOUTHEAST CORNER LOT THREE OF SAID MAGNOLIA COMMONS ADDITION, SAID POINT BEING ON A CURVE TO THE RIGHT;  
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 15.06 FEET, SAID CURVE HAVING A RADIUS OF 5,579.58 FEET, A CHORD DISTANCE OF 15.06 FEET AND A CHORD BEARING OF S 05°04'04" E;  
THENCE S 89°52'49" W, PARALLEL WITH AND 15.00 FEET PERPENDICULAR DISTANCE FROM THE SOUTH LINE OF SAID MAGNOLIA COMMONS ADDITION, A DISTANCE OF 1336.47 FEET ;  
THENCE N 00°05'03" W A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTH LINE OF SAID MAGNOLIA COMMONS ADDITION;  
THENCE N 89°52'49" E, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.  
SAID TRACT CONTAINS 20,036.84 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.

EXHIBIT A









AGREEMENT FOR ACQUISITION  
OF PERMANENT AND TEMPORARY EASEMENTS

This Agreement is made this 26<sup>th</sup> day of April, 2010, by and between COM CO. OF KANSAS, a Kansas corporation, a/k/a Com. Co. of Kansas, Inc., (the "Owner") and the CITY OF SALINA, KANSAS, a municipal corporation, (the "City").

**RECITALS**

A. The City, in conjunction with the planned installation of public utilities, desires to acquire from the Owner certain permanent utility easements and temporary construction easements affecting certain parcels of land owned by the Owner.

B. The City has caused the easements it seeks to acquire to be appraised and has negotiated a purchase price with the Owner.

C. It is the desire of the Owner to convey the easements the City seeks to acquire upon the terms and conditions contained in this Agreement.

**FOR AND IN CONSIDERATION** of mutual and reciprocal promises and agreements set forth herein, the parties agree as follows:

1. Description of Interests in Real Estate to be Acquired by City. Owner agrees to convey to the City:

A. The Permanent Utility Easement referred to as Tract 1 attached and incorporated as Exhibit A (the "Tract 1 – Permanent Utility Easement"); and

B. The Temporary Construction Easement referred to as Tract 2 attached and incorporated as Exhibit B (the "Tract 2 – Temporary Construction Easement").

C. The Temporary Construction Easement referred to as Tract 7 attached and incorporated as Exhibit C (the "Tract 7 – Temporary Construction Easement").

D. The Permanent Utility Easement referred to as Tract 8 attached and incorporated as Exhibit D (the "Tract 8 – Permanent Utility Easement"); and

E. The Permanent Utility Easement referred to as Tract 9 attached and incorporated as Exhibit E (the "Tract 9 – Permanent Utility Easement");

collectively referred to as "the Tracts."



2. Compensation. The City agrees to pay the Owner upon closing the total sum of Thirty Thousand, One Hundred Fifty-five and No Hundredths Dollars (\$30,155.00), including damages for crop loss (subject to paragraph 3 regarding the potential for a second crop), for the Permanent Utility Easements and Temporary Construction Easements consisting of the following:

<b>Tract 1: Perm. Eas.</b>	49,658 SF (x) \$.81 (x) .20 percent (E. Dry Creek) (1.14 Ac)	\$	(8,045.00)
	49,658 SF (x) \$.09 (x) .80 percent (W. Dry Creek) (1.14 Ac)	\$	(3,575.00)
	\$11,620 (x) .80 percent	\$	9,300.00
	58 bushels (x) \$9.13	\$	530.00
	<b>Total:</b>	\$	<b>9,830.00</b>
<b>Tract 2: Temp. Eas.</b>	47,480 SF (x) \$.81 (x) .20 percent (E. Dry Creek) (1.09 Ac)	\$	(7,690.00)
	47,480 SF (x) \$.09 (x) .80 percent (W. Dry Creek) (1.09 Ac)	\$	(3,420.00)
	\$11,110 (x) .08 percent	\$	890.00
	76 bushels (x) \$9.13	\$	695.00
	<b>Total:</b>	\$	<b>1,585.00</b>
<b>Tract 7: Temp Eas.</b>	25,578 SF (x) \$2.15 (W. Magnolia Commons) (0.59 Ac)	\$	(54,995.00)
	\$54,995 (x) .08 percent	\$	4,400.00
	66,964 SF (x) \$.32 (x) .40 percent (E. Dry Creek) (1.54 Ac)	\$	(8,570.00)
	66,964 SF (x) \$.09 (x) .60 percent (W. Dry Creek) (1.54 Ac)	\$	(3,620.00)
	\$12,190 (x) .08 percent	\$	975.00
	109 bushels (x) \$9.13	\$	995.00
	<b>Total:</b>	\$	<b>6,370.00</b>

Tract 8: Perm. Eas.	77,369 SF (x) \$.32 (x) .40 percent (E. Dry Creek) (1.78 Ac)	\$	(9,905.00)
	77,369 SF (x) \$.09 (x) .60 percent (W. Dry Creek) (1.78 Ac)	\$	(4,180.00)
	\$14,085 (x) .80 percent	\$	11,270.00
	91 bushels (x) \$9.13	\$	830.00
Total:		\$	<u>12,100.00</u>
Tract 9: Perm. Eas.	3,089 SF (x) \$.09 (W. Dry Creek) (.07 Ac)	\$	(280.00)
	\$2.80 (x) .80 percent	\$	225.00
	5 bushels (x) \$9.13	\$	45.00
	Total:	\$	270.00
Total Compensation:		\$	<u>30,155.00</u>

(1) Does not include reduction in value due to adverse possession by Premier Properties, L.L.C. (Tract 1 & 2)

3. Potential Second Crop. The City acknowledges that the Owner may elect to plant a second crop on one or more of the parcels of farm ground affected by any of the Tracts. Owner agrees to provide notice to the City of its intention to plant any second crop(s) as soon as possible and prior to the planting of any second crop(s). If so, Owner will receive additional compensation from the City for any part of a second crop(s) not able to be planted, lost, or damaged directly as a result of and limited to the extent of the City's work in a Tract affecting a parcel of farm ground in which a second crop is planted. The additional compensation will be paid to the Owner by the City within a reasonable time following harvest of the second crop(s) on the basis of actual yield and actual price received by Owner for the second crop(s).

4. Removal of Hedgerow. The City confirms that the hedgerow running along the south boundary of Owner's property will be removed in conjunction with the utility work to be performed in that location.

5. Documents. The Permanent Utility Easement documents and the Temporary Construction Easement documents shall be recorded by the City with the office of the Saline County Register of Deeds, at the expense of the City.

6. Term of Possession. The Temporary Construction Easements shall be effective for a term of one year commencing on the date of execution of the Temporary Construction Easement documents.

7. Covenant of Title. The Owner covenants that it is the lawful owner of the real estate affected by the Permanent Utility Easement documents and the Temporary Construction Easement documents.

8. Closing. Closing shall take place on or before April 30, 2010. At closing the Owner shall:

- a. deliver to the City the fully executed and acknowledged Permanent Utility Easement and Temporary Construction Easement documents; and
- b. provide the City with any other necessary information such as the Owner's current mailing address and tax identification number;

at which time the City shall pay Owner the total compensation set forth in paragraph (3) above.

9. Non-assignable. The Owner's rights under this Agreement shall not be assigned without the prior written consent of the City.

10. Binding Effect. The terms of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and authorized assigns of the parties hereto.

**IN WITNESS WHEREOF**, the duly authorized officers of the parties have hereunto set their hands the day and year first above written.

COM CO. OF KANSAS, a Kansas corporation  
a/k/a Com. Co. of Kansas, Inc.

By: John Marietta, President  
John Marietta, President

CITY OF SALINA, KANSAS

By: Jason A. Gage  
Jason A. Gage, City Manager

ORDINANCE NUMBER 12-10633

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON LOTS, PIECES AND PARCELS OF GROUND IN THE CITY OF SALINA, KANSAS FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CERTAIN IMPROVEMENTS IN THE CITY.

WHEREAS, the Governing Body of the City of Salina, Kansas (the "City") has authorized the following improvements (collectively, the "Improvements") in the City to be constructed pursuant to K.S.A. 12-6a01 and K.S.A. 12-6a19 *et seq.*:

PROJECT NO. 08-2733  
MAGNOLIA COMMONS ADDITION  
STREET, DRAINAGE & UTILITY IMPROVEMENTS

The curb, guttering, paving, grading and drainage for approximately 1,600 lineal feet of Virginia Drive; 920 lineal feet of Virginia Court; and 625 lineal feet of Magnolia Road.

The installation of approximately 10,073 lineal feet of twelve-inch water main, 965 lineal feet of ten-inch water main, 80 lineal feet of six-inch water main, fire hydrants, valves, fittings, and all appurtenances thereto.

The installation of approximately 356 lineal feet of fifteen-inch sanitary sewer main, 2,207 lineal feet of twelve-inch sanitary sewer main, 3,528 lineal feet of eight-inch sanitary sewer main, manholes, wastewater lift station, and all appurtenances thereto.

The installation of stormwater detention, stormwater pump station and all appurtenances thereto.

The installation of approximately 2,138 lineal feet of storm sewer, inlets, and all appurtenances thereto.

WHEREAS, the total costs of such improvements have been determined; the Governing Body has caused the assessments against each lot, piece or parcel of land deemed to be benefited by such improvements, to be determined in the manner set forth in the resolutions as to advisability of the improvements provided for pursuant to K.S.A. 12-6a04; and an assessment roll has been prepared; and

WHEREAS, such assessment roll was filed with the City Clerk and has been open to public inspection; and

WHEREAS, the City Clerk, at the direction of the Governing Body, caused notice of the hearing on the special assessments to be published not less than 10 days prior to such hearing, and notice to be mailed to the property owners to be assessed, in accordance with K.S.A. 12-6a09; and

WHEREAS, the Governing Body held a public hearing to consider each of the proposed assessments.

BE IT ORDAINED by the Governing Body of the city of Salina, Kansas:

Section 1. Special Assessments to pay the cost of the following projects are hereby levied against several lots, pieces and parcels of land liable for special assessments for said Improvements, as follows:

PROJECT NO. 08-2733  
MAGNOLIA COMMONS ADDITION  
STREET, DRAINAGE & UTILITY IMPROVEMENTS

Parcel	Legal	Assessment
1	Lot 1, Block 1, in the Magnolia Commons Addition.....	\$514,101.75
2	Lot 4, Block 1, in the Magnolia Commons Addition .....	664,452.25
3	Lot 3, Block 1, in the Magnolia Commons Addition.....	\$140,246.31
11	Lot 1, Block 1, in the Premier Addition.....	\$60,182.83
10	An unplatted tract of land located in the South half of the Southeast Quarter of Section 26, Township 14 South, Range 3 West of the Sixth Principal Meridian in Saline County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast ¼ of said Section 26; thence North along the West line of said Southeast ¼ on an assumed bearing of North 00°09'15" East, a distance of 96.25 feet to the POINT OF BEGINNING; thence North 89°38'00" East, a distance of 22.40 feet; thence North 66°25'36" East, a distance of 38.07 feet; thence North 81°21'24" East, a distance of	

489.67 feet; thence North 09°41'31" West, a distance of 567.93 feet; thence North 20°27'30" West, a distance of 198.30 feet; thence North 35°49'23" West, a distance of 242.34 feet; thence North 52°55'59" East, a distance of 25.00 feet to a point on the westerly right-of-way of I-135 highway; thence northwesterly along said R/W on a non-tangent curve to the left having a radius of 5579.58 feet, an arc distance of 223.78 feet, said curve having a long chord of 223.77 feet and a bearing of North 38°12'31" West; thence South 89°57'15" West, a distance of 112.89 feet to a point on the West line of the Southeast ¼ of said Section 26; thence South 00°09'15" West along said West line, a distance of 1221.88 feet back to the POINT OF BEGINNING. The above described tract of land contains 469,826 square feet or 10.79 acres, more or less..... \$61,094.39

**TOTAL COST TO THE IMPROVEMENT DISTRICT..... \$1,440,077.52**  
**TOTAL COST TO CITY AT-LARGE..... 1,591,452.26\***  
**TOTAL PROJECT COST..... \$3,031,529.78**

\*Of the \$1591,452.26 cost to be paid by the City at Large, \$1,433,526.77 shall be recoverable by the City in benefit fees to be paid pursuant to K.S.A. 12-6a19 and Resolution No. 10-6731 by the owners of the following property upon the filing by such owners of a petition to be served by the water system improvements constructed in connection with this Improvement District:

Parcel	Legal	Assessment
4	A tract of land located in the Northeast Quarter of Section 35, Township 14 South, Range 3 West of the 6th Principal Meridian, Saline County, Kansas, more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter; Thence on an assumed bearing of South 00°05'09" East on the West line of said Northeast Quarter, a distance of 1696.31 feet to the Southwest corner of a parcel recorded in Saline County Register of Deeds, Book: 1168, Page: 1808, said point being the POINT OF BEGINNING; Thence North 89°52'43" East on the South line of said recorded parcel, a distance of 1355.10 feet to the West Right-of-Way line of I-135; Thence on said Right-of-Way line on a curve to the Right having a radius of 5579.65 feet, an arc length of 552.14 feet, a chord bearing of South 02°36'23" East, a chord distance of 551.91 feet; Thence South 00°13'42" West continuing on said West Right-of-Way line, a distance of 363.60 feet to a point 20.00 feet North of the South line of said Northeast Quarter; Thence North 89°55'27" West on a line parallel to and 20.00 feet north of said South line, a distance of 1377.39 feet to said West line; Thence North 00°05'09" West on said West line, a distance of 910.25 feet to the POINT OF BEGINNING. Said tract contains 1,254,306.80 square feet, 28.795 acres, more or less.....	163,041.04
5a	A tract of land located in the Northwest Quarter of Section 35, Township 14 South, Range 3 West of the 6th Principal Meridian, Saline County, Kansas, more particularly described as follows: Commencing at the Northwest Corner of said Northwest Quarter; Thence on an assumed bearing of South 89°54'47" East on the North line of said Northwest Quarter, a distance of 1585.99 feet; Thence South 00°27'27" West, a distance of 71.18 feet to a point on the South Right-of-Way line recorded in the Saline County Register of Deeds Misc. book: 96, pg: 82, said point being the POINT OF BEGINNING; Thence South 00°27'27" West on said South Right-of-Way line, a distance of 29.65 feet to a point on the centerline of Dry Creek; Thence South 81°08'09" East on the centerline of Dry Creek, a distance of 23.01 feet; Thence South 52°23'12" East on the centerline of Dry Creek, a distance of 219.86 feet; Thence South 27°22'56" East on the centerline of Dry Creek, a distance of 164.03 feet; Thence South 21°34'53" East on the centerline of Dry Creek, a distance of 26.28 feet; Thence South 15°37'44" West on the centerline of Dry Creek, a distance of 67.04 feet; Thence South 02°58'02" West on the centerline of Dry Creek, a distance of 37.35 feet; Thence South 46°59'34" West on the centerline of Dry Creek, a distance of 65.26 feet; Thence South 35°17'41" West on the centerline of Dry Creek, a distance of 89.38 feet; Thence South 43°37'21" West on the centerline of Dry Creek, a	



distance of 131.83 feet; Thence South 14°34'39" West on the centerline of Dry Creek, a distance of 64.18 feet; Thence South 01°18'17" West on the centerline of Dry Creek, a distance of 28.31 feet; Thence South 27°52'23" East on the centerline of Dry Creek, a distance of 26.19 feet; Thence South 51°13'46" East on the centerline of Dry Creek, a distance of 75.44 feet; Thence South 41°06'48" East on the centerline of Dry Creek, a distance of 79.39 feet; Thence South 33°41'20" East on the centerline of Dry Creek, a distance of 109.28 feet; Thence South 34°16'28" East on the centerline of Dry Creek, a distance of 108.89 feet; Thence South 30°10'59" East on the centerline of Dry Creek, a distance of 106.40 feet; Thence South 39°43'39" East on the centerline of Dry Creek, a distance of 75.83 feet; Thence South 26°02'09" East on the centerline of Dry Creek, a distance of 245.31 feet; Thence South 15°18'03" East on the centerline of Dry Creek, a distance of 127.14 feet; Thence South 12°52'13" East on the centerline of Dry Creek, a distance of 82.84 feet; Thence North 89°52'43" East, a distance of 509.42 feet to a point that is 10.00 feet West, measured perpendicular, of the East line of said Northwest Quarter; Thence North 00°05'09" West parallel to said East line, a distance of 1278.92 feet to a point on the South line of a parcel recorded in Saline County Register of Deeds Book: 379, Page: 555; Thence North 89°54'29" West, a distance of 513.61 feet to the Southwest corner of a parcel recorded in Saline County Register of Deeds Book: 1209, page: 477; Thence North 00°33'09" West, a distance of 347.96 feet to the Northeast corner of a parcel recorded in Saline County Register of Deed Book: 1209, page: 477; Thence on said South Right-of-Way line on a curve to the Right, having a radius of 28707.87 feet, an arc length of 522.05 feet, a chord bearing of South 89°54'23" West, and a chord distance of 552.04 feet, to the POINT OF BEGINNING. Said tract contains 1,118,002.76 square feet, 25.666 acres, more or less. .... 358,388.04

5b A tract of land located in the Northwest Quarter of Section 35, Township 14 South, Range 3 West of the 6th Principal Meridian, Saline County, Kansas, more particularly described as follows: Commencing at the Northeast Corner of said Northwest Quarter; Thence on an assumed bearing of South 00°05'09" East on the East line of said Northwest Quarter, a distance of 1696.31 feet to the POINT OF BEGINNING; Thence South 89°52'43" West, a distance of 519.42 feet to a point on the centerline of Dry Creek; Thence South 12°52'13" East on the centerline of Dry Creek, a distance of 32.97 feet; Thence South 11°37'07" East on the centerline of Dry Creek, a distance of 144.21 feet; Thence South 04°29'24" East on the centerline of Dry Creek, a distance of 90.73 feet; Thence South 05°30'33" East on the centerline of Dry Creek, a distance of 140.25 feet; Thence South 08°46'47" East on the centerline of Dry Creek, a distance of 145.30 feet; Thence South 14°07'13" East on the centerline of Dry Creek, a distance of 99.03 feet; Thence South 19°24'04" East on the centerline of Dry Creek, a distance of 159.13 feet; Thence South 14°12'44" East on the centerline of Dry Creek, a distance of 82.06 feet; Thence South 07°45'11" East on the centerline of Dry Creek, a distance of 56.70 feet to the South line of said Northwest Quarter; Thence South 89°59'23" East, a distance of 336.87 feet to the Southeast corner of said Northwest Quarter; Thence North 00°05'09" West on the East line of said Northwest Quarter, a distance of 930.07 feet to the POINT OF BEGINNING. Said tract contains 408,268.12 square feet, 9.3725 acres, more or less. .... \$53,068.32

6 A tract of land located in the Northwest Quarter of Section 35, Township 14 South, Range 3 West of the 6th Principal Meridian, Saline County, Kansas, more particularly described as follows: Commencing at the Northwest Corner of said Northwest Quarter; Thence on an assumed bearing of South 89°54'47" East on the North line of said Northwest Quarter, a distance of 130.18 feet; Thence South 00°20'00" East on the East Railroad Right-of-way line, a distance of 43.23 feet to a point on the South Right-of-Way line recorded in the Saline County Register of Deeds Misc. book: 96, pg: 82, said point being the POINT OF BEGINNING; Thence South 88°41'33" East on said South Right-of-Way line, a distance of 214.37 feet; Thence North

01°18'27" East on said South Right-of-Way line, a distance of 17.00 feet; Thence South 88°41'33" East on said South Right-of-Way line, a distance of 50.00 feet; Thence South 01°18'27" West on said South Right-of-Way line, a distance of 17.00 feet; Thence South 87°28'33" East on said South Right-of-Way line, a distance of 475.10 feet; Thence South 89°55'33" East on said South Right-of-Way line, a distance of 103.18 feet to a Permanent Easement line recorded in the Saline County Register of Deeds Misc. book: 96, pg: 87; Thence South 59°58'41" East on said Easement line, a distance of 171.05 feet; Thence on a curve to the left, having a radius of 28797.87 feet, an arc length of 200.80 feet, a chord bearing of South 88°48'46" East, a chord distance of 200.80 feet; Thence North 00°59'27" East continuing on said Easement line, a distance of 89.30 feet to a point on said South Right-of-Way line, Thence South 89°55'33" East on said South Right-of-Way line, a distance of 47.02 feet; Thence continuing on said South Right-of-Way line on a curve to the Left, having a radius of 28707.87 feet, an arc length of 185.40 feet, a chord bearing of South 89°17'33" East, a chord distance of 185.40 feet; Thence South 00°31'27" West on said South Right-of-Way line, a distance of 30.00 feet; Thence continuing on said South Right-of-Way line on a curve to the Left, having a radius of 28737.87 feet, an arc length of 30.10 feet, a chord bearing of South 89°30'33" East, a chord distance 30.10 feet; Thence North 00°27'27" East on said Right-of-Way line, a distance of 0.35 feet to the centerline of Dry Creek; Thence South 81°08'09" East on the centerline of Dry Creek, a distance of 23.01 feet; Thence South 52°23'12" East on the centerline of Dry Creek, a distance of 219.86 feet; Thence South 27°22'56" East on the centerline of Dry Creek, a distance of 164.03 feet; Thence South 21°34'53" East on the centerline of Dry Creek, a distance of 26.28 feet; Thence South 15°37'44" West on the centerline of Dry Creek, a distance of 67.04 feet; Thence South 02°58'02" West on the centerline of Dry Creek, a distance of 37.35 feet; Thence South 46°59'34" West on the centerline of Dry Creek, a distance of 65.26 feet; Thence South 35°17'41" West on the centerline of Dry Creek, a distance of 89.38 feet; Thence South 43°37'21" West on the centerline of Dry Creek, a distance of 131.83 feet; Thence South 14°34'39" West on the centerline of Dry Creek, a distance of 64.18 feet; Thence South 01°18'17" West on the centerline of Dry Creek, a distance of 28.31 feet; Thence South 27°52'23" East on the centerline of Dry Creek, a distance of 26.19 feet; Thence South 51°13'46" East on the centerline of Dry Creek, a distance of 75.44 feet; Thence South 41°06'48" East on the centerline of Dry Creek, a distance of 79.39 feet; Thence South 33°41'20" East on the centerline of Dry Creek, a distance of 109.28 feet; Thence South 34°16'28" East on the centerline of Dry Creek, a distance of 108.89 feet; Thence South 30°10'59" East on the centerline of Dry Creek, a distance of 106.40 feet; Thence South 39°43'39" East on the centerline of Dry Creek, a distance of 75.83 feet; Thence South 26°02'09" East on the centerline of Dry Creek, a distance of 245.31 feet; Thence South 15°18'03" East on the centerline of Dry Creek, a distance of 127.14 feet; Thence South 12°52'13" East on the centerline of Dry Creek, a distance of 115.82 feet; Thence South 11°37'07" East on the centerline of Dry Creek, a distance of 144.21 feet; Thence South 04°29'24" East on the centerline of Dry Creek, a distance of 90.73 feet; Thence South 05°30'33" East on the centerline of Dry Creek, a distance of 140.25 feet; Thence South 08°46'47" East on the centerline of Dry Creek, a distance of 145.30 feet; Thence South 14°07'13" East on the centerline of Dry Creek, a distance of 99.03 feet; Thence South 19°24'04" East on the centerline of Dry Creek, a distance of 159.13 feet; Thence South 14°12'44" East on the centerline of Dry Creek, a distance of 82.06 feet; Thence South 07°45'11" East on the centerline of Dry Creek, a distance of 56.70 feet to the South line of said Northwest Quarter; Thence North 89°59'23" West on said South line, a distance of 2185.38 feet to the East Railroad Right-of-Way line; Thence North 00°20'00" West on the East Railroad Right-of-Way line, a distance of 2586.58 feet to the POINT OF BEGINNING. Said tract contains 4,732,112.18 square feet (108.634 acres) more or less..... 376,393.60

7

A tract of land located in the Southwest Quarter of Section 35, Township 14 South, Range 3 West of the 6th Principal Meridian, Saline County, Kansas, more particularly described as follows: Commencing at the Southwest Corner of said Southwest Quarter; Thence on an assumed bearing of South 89°50'27" East, a distance of 133.10 feet; Thence North 00°20'00" West, a distance of 2647.37 feet to the intersection of the East Railroad Right-of-Way line and the North line of said Southwest Quarter; Thence South 89°59'23" East on said North line, a distance of 2185.38 feet to the centerline of Dry Creek and the POINT OF BEGINNING; Thence South 89°59'23" East on said North line, a distance of 336.87 feet to the Northeast corner of said Southwest Quarter; Thence South 00°05'01" East on the East line of said Southwest Quarter, a distance of 1267.92 feet to a point on a line that is 59.00 feet North of the South line of the North Half of said Southwest Quarter; Thence North 89°54'56" West on a line that is 59.00 feet North of said South line, a distance of 505.20 feet to the centerline of Dry Creek; Thence North 45°29'12" East on the centerline of Dry Creek, a distance of 19.48 feet; Thence North 16°52'13" East on the centerline of Dry Creek, a distance of 58.65 feet; Thence North 20°49'15" East on the centerline of Dry Creek, a distance of 66.70 feet; Thence North 01°28'45" West on the centerline of Dry Creek, a distance of 85.97 feet; Thence North 09°51'52" West on the centerline of Dry Creek, a distance of 138.24 feet; Thence North 07°07'28" West on the centerline of Dry Creek, a distance of 208.97 feet; Thence North 14°11'36" West on the centerline of Dry Creek, a distance of 133.01 feet; Thence North 03°27'16" West on the centerline of Dry Creek, a distance of 61.41 feet; Thence North 16°07'53" East on the centerline of Dry Creek, a distance of 66.66 feet; Thence North 38°43'53" East on the centerline of Dry Creek, a distance of 100.64 feet; Thence North 28°05'19" East on the centerline of Dry Creek, a distance of 99.20 feet; Thence North 32°31'29" East on the centerline of Dry Creek, a distance of 125.25 feet; Thence North 16°16'22" East on the centerline of Dry Creek, a distance of 87.32 feet; Thence North 07°42'42" West on the centerline of Dry Creek, a distance of 55.15 feet; Thence North 17°02'33" West on the centerline of Dry Creek, a distance of 42.95 feet; Thence North 07°45'11" West on the centerline of Dry Creek, a distance of 0.18 feet to the POINT OF BEGINNING. Said tract contains 574,225.86 square feet (13.182 acres) more or less..... 74,638.20

8

A tract of land located in the Southwest Quarter of Section 35, Township 14 South, Range 3 West of the 6th Principal Meridian, Saline County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Wheatridge Addition to Salina Kansas, Saline County, Kansas; Thence on an assumed bearing of North 00°20'00" West on the East Railroad Right-of-Way line, a distance of 1019.03 feet to the North line of said Southwest Quarter; Thence South 89°59'23" East on said north line, a distance of 2185.38 feet to the centerline of Dry Creek; Thence South 07°45'11" East on the centerline of Dry Creek, a distance of 0.18 feet; Thence South 17°02'33" East on the centerline of Dry Creek, a distance of 42.95 feet; Thence South 07°42'42" East on the centerline of Dry Creek, a distance of 55.15 feet; Thence South 16°16'22" West on the centerline of Dry Creek, a distance of 87.32 feet; Thence South 32°31'29" West on the centerline of Dry Creek, a distance of 125.25 feet; Thence South 28°05'19" West on the centerline of Dry Creek, a distance of 99.20 feet; Thence South 38°43'53" West on the centerline of Dry Creek, a distance of 100.64 feet; Thence South 16°07'53" West on the centerline of Dry Creek, a distance of 66.66 feet; Thence South 03°27'16" East on the centerline of Dry Creek, a distance of 61.41 feet; Thence South 14°11'36" East on the centerline of Dry Creek, a distance of 133.01 feet; Thence South 07°07'28" East on the centerline of Dry Creek, a distance of 208.97 feet; Thence South 09°51'52" East on the centerline of Dry Creek, a distance of 138.24 feet; Thence South 01°28'45" East on the centerline of Dry Creek, a distance of 85.97 feet; Thence South 20°49'15" West on the centerline of Dry Creek, a distance of 66.70 feet; Thence South 16°52'13" West on the centerline of Dry Creek, a distance of 58.65 feet; Thence South 45°29'12" West



on the centerline of Dry Creek, a distance of 19.48 feet to a line 59.00 feet North of the South line of the North Half of said Southwest Quarter; Thence North 89°54'56" West parallel to said South line, a distance of 393.30 feet to the East line of said Wheatridge Addition; Thence North 00°23'36" West on the East line of said Wheatridge Addition, a distance of 243.96 feet to the North line of said Wheatridge Addition; Thence North 89°51'19" West on the North line of said Wheatridge Addition, a distance of 1618.00 feet to the POINT OF BEGINNING. Said tract contains 2,220,091.93 square feet (50.966 acres) more or less..... 176,586.30

- 9 That part of the North Half (N ½) of the Southeast Quarter (SE ¼) of Section Thirty-five (35), Township Fourteen (14) South, Range Three (3) West of the 6th P.M., lying West of I-35 Highway, less a 1.85 acre tract described as follows: Beginning at the Southwest corner of said N ½ of the SE ¼; thence Northerly along the West line of said N ½ of the SE ¼ to a point 1379 feet North of the Southwest corner of the SE ¼ of Section 35; thence Easterly parallel to the South line of said SE ¼ to a point on the westerly right-of-way line I-35 (now I-135) Highway, said point being 1267.26 feet West of the East line of said SE ¼, thence with an angle of 90°02'45" to the right along said right-of-way line to the South line of said N ½ of the SE ¼; thence Westerly along said South line of said N ½ of the SE ¼ to the point of beginning; The South Twenty (20) feet of the Northeast Quarter (NE ¼) of Section Thirty-five (35), Township Fourteen (14) South, Range Three (3) West of the 6th P.M., Saline County, Kansas, lying west of the right-of-way of Interstate I-135. The above described land contains 1,780,310.41 square feet or 40.870 acres, more or less..... 231,411.26

**Section 2.** That the owners of Unplatted Tract 10 has requested a deferral of the special assessments levied on said tract hereunder; said tract qualifies under K.S.A. 12-6,110 et seq. for a deferral of special assessments; and the City hereby grants a deferral of the special assessments levied hereunder on said tract for a period of 15 years or until such property is platted or developed, whichever occurs first.

**Section 3.** Unplatted Tracts 4, 5a, 5b, 6, 7, 8, and 9 benefits from a portion of the water, sanitary sewer, and the street improvements (Magnolia Road and Virginia Drive) constructed as part of such project, but are not included within the Improvement District because the property is currently outside the City limits and will not be immediately served by the water, sanitary sewer and street improvements. Pursuant to the provisions of K.S.A. 12-6a19, whenever any owner of property within the Unplatted Tracts 4, 5a, 5b, 6, 7, 8, and 9 requests by petition to be served the improvements constructed as part of such project, the City intends to charge benefit fees in the manner set forth in K.S.A. 12-6a19.

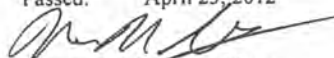
**Section 4.** The special assessments provided for in Section 1 of this Ordinance shall be certified by the City Clerk to the County Clerk in the same manner and at the same time as other taxes are certified. The assessments and will be collected in fifteen (15) equal annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefore as prescribed by the Act. The first installment shall become due with the first payment of general property taxes for the year 2012. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

**Section 5.** The owner of any piece or parcel of property liable for any such assessments may redeem his property, in whole or in-part, from such liability by paying to the City Treasurer the entire amount, or a portion thereof, chargeable against said property, at any time on or before May 29, 2012, and to the extent of any such payment, the property so paid on shall not thereafter be liable for any further assessments for the cost of said improvements, nor for any interest due thereon.

**Section 6.** This Ordinance shall take effect from and after its passage and publication in the official City newspaper.

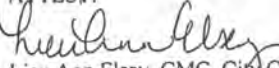
Introduced: April 2, 2012

Passed: April 23, 2012

  
Norman M. Jennings, Mayor

[SEAL]

ATTEST:

  
Lieu Ann Elsey, CMC, City Clerk

Petition No. 4326

Magnolia Commons Addition to the City of Salina

Distribution of Assessment

Cost Distribution  
Magnolia Commons Infrastructure Improvements

Parcel No.	Owner	Area, Acres	Water	Sanitary Sewer <sup>4</sup>				Streets			Storm			Total
				City at Large	East of Dry Creek	West of Dry Creek		Magnolia Rd	Virginia Dr	Virginia Ct	Detention	Virginia Dr	Virginia Ct	
1	Magnolia Development Partners	12.72	28,794.16	N	43,228.14	N		29,515.29	76,078.56	85,170.50	118,403.74	42,429.55	90,481.81	\$514,101.74
2	Menard Inc.	16.44	37,215.09	N	55,870.33	N		38,147.12	98,327.95	110,078.86	153,031.24	54,838.19	116,943.47	664,452.25
3	Magnolia Development Partners	3.47	7,855.01	N	11,792.58	N		8,051.73	20,754.14	23,234.41	32,300.39	11,574.73	24,683.32	140,246.31
4	Com Co of Kansas <sup>1</sup>	28.795	65,183.00	N	97,858.04	N		N	N	N	N	N	N	163,041.04
5a	Com Co of Kansas <sup>1</sup>	25.666	58,099.91	N	87,224.32	N		59,554.98	153,508.83	N	N	N	N	356,388.04
5b	Com Co of Kansas <sup>1</sup>	9.3725	21,216.45	N	31,851.87	N		N	N	N	N	N	N	53,068.32
6	Com Co of Kansas <sup>1</sup>	108.634	245,913.88	N	N	130,479.72		N	N	N	N	N	N	376,393.60
7	Brown Trust <sup>1</sup>	13.182	29,839.98	N	44,798.22	N		N	N	N	N	N	N	74,638.20
8	Brown Trust <sup>1</sup>	50.866	115,371.31	N	N	61,214.99		N	N	N	N	N	N	176,586.30
9	Kejr Trust <sup>1</sup>	40.87	92,517.08	N	138,894.19	N		N	N	N	N	N	N	231,411.26
10	Wallerius <sup>2</sup>	10.79	24,425.23	N	36,669.15	N		N	N	N	N	N	N	61,094.39
11	Prenter Properties <sup>3</sup>	4.31	9,756.51	N	14,647.27	N		10,600.86	25,778.19	N	N	N	N	60,183.83
12	Stormwater Detention <sup>3</sup>	NA	N	N	N	N		N	N	N	N	N	N	
	Total Area	325.2155												2,873,604.27
City of Salina			N	157,925.51	N	N		N	N	N	N	N	N	157,925.51
Totals			\$736,187.61	\$157,925.51	\$562,834.11	\$191,694.71		\$145,269.98	\$374,447.66	\$218,483.76	\$303,735.57	\$108,842.47	\$232,108.61	\$3,031,528.78

<sup>1</sup> Subject to K.S.A. 12-6a19

<sup>2</sup> Agricultural deferral

<sup>3</sup> Lot 2, Block 1, Magnolia Commons Addition is dedicated as a Common Area/Drainage Easement on the plat and hence not a developable lot.

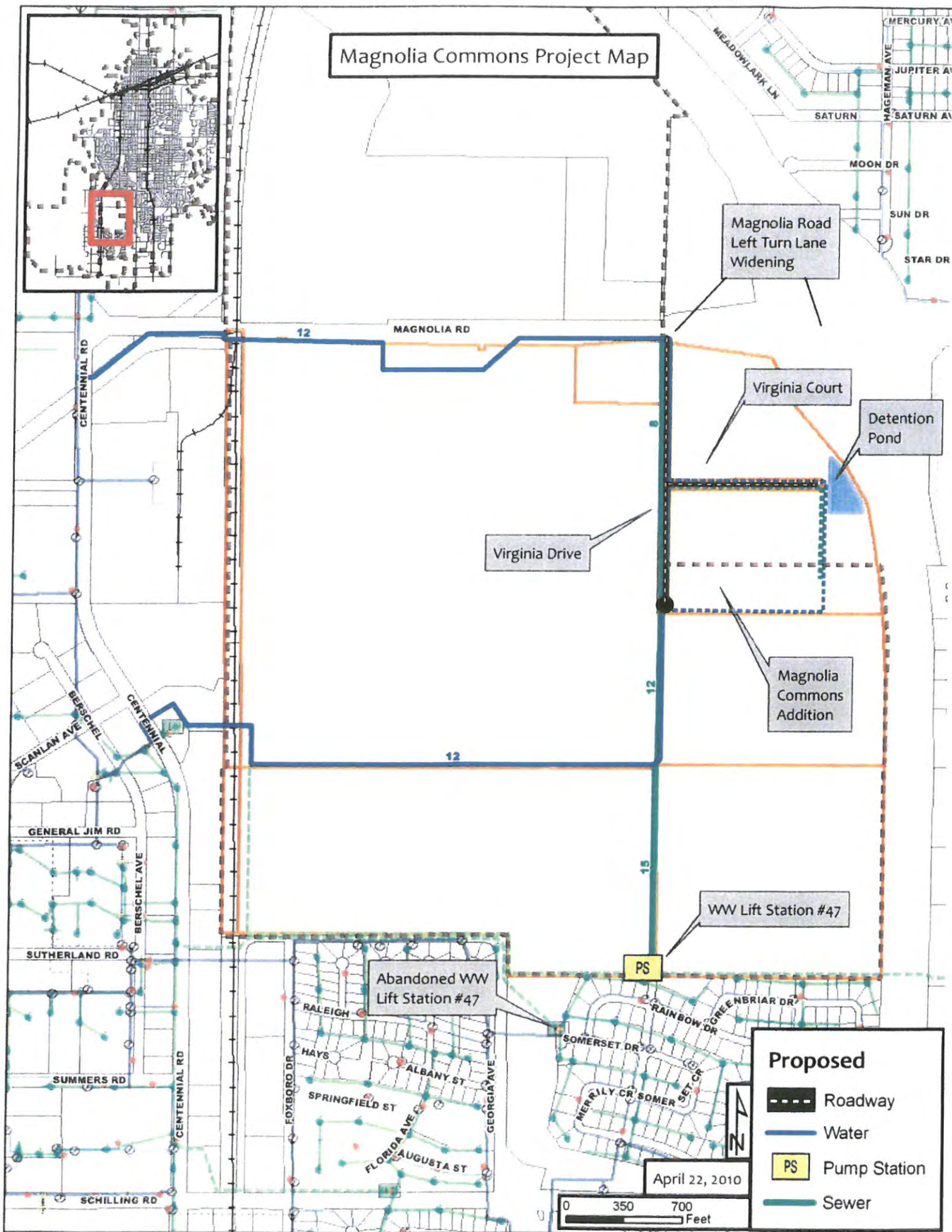
<sup>4</sup> Based upon estimated capacity and loading of the proposed sanitary sewer lift station, total cost was allocated 37% to properties east of Dry Creek, 35% to properties west of Dry Creek, and 28% to the City at large. Within each sub allocation, costs were assessed on a per acre basis.







# Magnolia Commons Project Map





Farm and Ranch Management \* Real Estate Sales \* Insurance  
 Agricultural Appraisals \* Agricultural Consultation  
 Commodity Marketing \* Conservation & Recreation Services  
 Oil & Gas Management

## ***FARM LEASE AND SECURITY AGREEMENT CROP SHARE***

**Parties:** This Farm Lease and Security Agreement (the "Lease") is entered into by and between ***Farmers National Company***, ("AGENT"), acting as the Farm Manager for the owner of the real estate or its authorized representative, ("OWNER"), C O M CO. OF KANSAS, (collectively referred to herein as the "MANAGER"), and GALEN SWENSON, 3404 W CRAWFORD, SALINA, KS, 67401 / DENNIS SWENSON, 5972 SOUTH CENTENNIAL ROAD, SALINA, KS, 67401 hereinafter referred to as OPERATOR.

**Property:** MANAGER leases to OPERATOR the following described real Property (the "Property"): Part of the NE1/4 Sec 35, Twp 14S, Rge 3W; and NW1/4 EXC a 4 AC tract in the NE corner of the NW1/4 Sec 35, Twp 14, Rge 3W of the 6th P.M., Saline , County, State of Kansas, containing approximately 164.29 acres, excepting therefrom all rights to hunt, fish, trap or otherwise take or harvest fish and game upon the Property, all of which rights (including the right to lease) are reserved to MANAGER, its successors and assigns.

**Term:** The term of this Lease shall begin on 03/01/2021, and shall end on 02/28/2022, without notice of any type being required of MANAGER, unless expressly required by applicable state law.

**Rent:** MANAGER and OPERATOR shall share the crop production from the Property as follows:  
2/5 OF ALL CROPS TO MANAGER AND 3/5 OF ALL CROPS TO OPERATOR.

All crops will be planted, and all cropping practices conducted in accordance with a written crop plan between MANAGER and OPERATOR ("Crop Plan") which shall be made a part of this Lease.

**Expenses:** Except as otherwise specified herein, all expenses incident to the operation of the Property during the term of this Lease shall be paid by OPERATOR.

FERTILIZER AND FERTILIZER APPLICATION, IN-CROP HERBICIDE, FUNGICIDE, INSECTICIDE, AND ALL IN-CROP APPLICATION TO BE SPLIT SAME AS CROP DIVISION.

OPERATOR RESPONSIBLE FOR ALL SEED, SEED TREATMENT, SOIL SAMPLING, BURNDOWN HERBICIDE, AND BURNDOWN HERBICIDE APPLICATION EXPENSES.

**Farm Programs:** All decisions concerning participation of the Property in any Local, State, or Federal agricultural, conservation or similar programs shall be at the discretion of MANAGER in accordance with the Crop Plan. Any division of payments shall be in conformity with applicable governmental laws and regulations.

It is mutually understood and agreed that if OPERATOR (a) receives any advance government program payments for the farm year covered by this Lease or any subsequent year, and (b) fails or refuses to comply with the terms and conditions of this Lease, and (c) is terminated by MANAGER as OPERATOR under this Lease for any reason, then OPERATOR agrees to immediately return the advanced government program payments. As determined by the Farm Service Agency, the payments shall either be returned to the FSA, or paid to the new tenant to whom the Property is leased for the applicable farm year.

ALL FSA FARM PROGRAM PAYMENTS TO BE SHARED SAME AS CROP DIVISION.

ALL GOVERNMENT PAYMENTS RELATED TO SOIL CONSERVATION GO TO MANAGER.

ALL ENVIRONMENTAL AND SOIL HEALTH INCENTIVE PROGRAMS, SUCH AS PAYMENTS RELATED SOIL SAMPLING, VARIABLE RATE APPLICATION, OR PLANTING COVER CROPS, GO TO OPERATOR.

**Agricultural Chemicals:** OPERATOR agrees that the amounts of fertilizer, lime, and other agricultural chemicals to be applied will be in accordance with the Crop Plan agreed to with MANAGER.

**Operating Covenants:** The following paragraphs may be deleted, under appropriate circumstances:

***OPERATING COVENANTS:***

1. **Rent:** Cash rent shall be paid on the dates set forth herein, and landlord's share of all grain shall be delivered upon harvest, without further notice from MANAGER to OPERATOR. Cash rent not paid when due, and the fair market value of grain not delivered, shall bear interest until paid or delivered, at the rate of 18% per annum, or the highest rate allowed by the laws of the state where the Property is located, whichever is less. Operator agrees to pay a service charge of \$25 for any returned or insufficient funds check.
2. **Assignment - Subleasing:** OPERATOR agrees not to assign this Lease to any other person, nor sublease all or any part of the Property without the prior written permission of MANAGER. For the purpose of this section, an assignment of this Lease shall be deemed to have taken place when all or substantially all of the agricultural operations are performed by hired labor or by one or more third parties hired by OPERATOR to perform agricultural operations on a custom basis.
3. **Right to Enter:** MANAGER, its agents, assigns, lessees, or contractors shall have the right to go upon the Property at any time to inspect the same or to make repairs or improvements thereon, or for any other purposes incidental to the management of the Property. MANAGER, its lessees, agents, assigns or contractors shall also have the right to go upon the land to fall till, or develop the land for irrigation, to install conservation structures, to seed or sow any grain or grass thereon or to hunt, fish, trap or otherwise take or harvest fish and game from the Property.
4. **Litigation:** In the event of default by OPERATOR resulting in MANAGER employing an attorney for the purpose of enforcing any provision of this Lease or regaining possession of the Property, OPERATOR agrees to pay MANAGER's reasonable attorney's fees and expenses on demand. Delinquent payments shall draw interest at the default rate referred to in Operating Covenant 1.
5. **Default:** All covenants and agreements contained in this Lease are declared to be conditions of the Lease for the term demised to OPERATOR. Should OPERATOR default in the performance of any covenant, condition or agreement contained herein, MANAGER may terminate the Lease as provided herein, and/or bring an action for damages, performances, or other suitable remedy in a court of competent jurisdiction. Any waiver or failure by MANAGER to strictly enforce any provision of this agreement shall not be deemed to restrict or limit MANAGERS's ability to strictly enforce said provision at any time thereafter.
6. **Failure to Perform / Right of Entry:** OPERATOR agrees that if he or she fails to diligently perform any agricultural activity provided for hereunder for the proper operation and management of the Property at the proper time, or in the proper manner, or if he or she fails to follow Crop Plan or assigns this Lease or subleases the Property in whole or in part, MANAGER may, after giving OPERATOR 72 hours written notice, personally delivered to OPERATOR, or sent to OPERATOR's last known address by U. S. Mail, postage pre-paid, either (a) declare this Lease to be terminated and take immediate possession

FARM# 22185-2 COM CO OF KANSAS

of the Property, and/or (b) enter upon the Property in person or by agent or contractor and perform the necessary agricultural activities which OPERATOR should have done, and MANAGER shall add all expenses incurred therewith to the rent to be paid hereunder, the same to be immediately due and bear interest until paid at the rate set forth under Operating Covenant 1.

7. **Financial Statement:** OPERATOR agrees to furnish MANAGER a statement showing OPERATOR's current financial position upon request of MANAGER.

8. **Insolvency of OPERATOR:** The insolvency of OPERATOR, a receiver being appointed to take possession of all or substantially all of the Property of OPERATOR, the filing of a voluntary or involuntary bankruptcy proceeding, or the making of a general assignment for the benefit of creditors by OPERATOR shall, to the extent allowed by law, entitle MANAGER to terminate the Lease and immediately re-enter and regain possession and operation of the Property.

9. **Sale and Removal of Crops:** OPERATOR agrees and acknowledges that, until the scheduled cash rent payments due hereunder have been paid and are not delinquent, and all of the grain has been delivered, MANAGER shall have Property rights in the crops produced on the Property, and therefore covenants and agrees not to sell or remove any of the crops raised on the Property during the term of this Lease until the rent due hereunder has been fully paid or MANAGER has given OPERATOR written consent to such sale or removal.

10. **Security Interest:** As security for the rents and other payments and obligations due hereunder, OPERATOR hereby grants MANAGER a security interest in all crops growing or to be grown, on the Property, on all harvested crops now owned or hereafter acquired by OPERATOR, wherever stored, grown, or produced on the Property, on all livestock kept or pastured on the Property, and on all proceeds of such crops and livestock. The security interest granted herein shall extend to and cover all warehouse receipts issued by any warehouse as evidence of the delivery and storage of crops. It shall also extend to general intangibles, accounts, and rents, issues and profits, and farm program payments or entitlements of every type. The security interest shall also extend to any proceeds recovered under insurance policies covering the crops. OPERATOR agrees to execute any and all documents required to grant this security interest and perfect an enforceable lien for the benefit of MANAGER. OPERATOR shall furnish MANAGER a list of buyers, commission merchants, and selling agents to or through whom OPERATOR may sell crops growing or to be grown on the Property, in accordance with the Food Security Act of 1985.

11. **Warranty of OPERATOR:** OPERATOR expressly warrants and guarantees to MANAGER that any security interest granted to MANAGER is a first security interest, prior and paramount to any and all other security interests pertaining to the Property covered thereby, including, but not limited to those that may have been granted to a lender, machinery or equipment provider, or crop input provider. OPERATOR further agrees that if this warranty and guaranty is breached, OPERATOR will promptly obtain such releases, waivers or subordinations from other secured parties as may be required to provide MANAGER with a first security interest, and upon failure to do so, MANAGER may, in addition to any other remedy it may have hereunder, immediately terminate this Lease, and enter into full possession of the Property.

12. **OPERATOR's Contribution, Accounting:** OPERATOR agrees: (a) to follow the agricultural practices that are currently recommended for, and that are best adapted to this type of Property and crops, and this locality, unless other practices are expressly agreed upon with MANAGER; (b) to furnish all labor and equipment necessary to operate this Property; and (c) to promptly complete a "harvest results" card, and return it to MANAGER within 48 hours following delivery of MANAGER's harvested grain, (d) to reimburse MANAGER for any marketing loss experienced by MANAGER as a result of OPERATOR's failure to provide the harvest results to MANAGER as required under (c), above and (e) to provide, at its sole cost and expense, complete and accurate yield documentation to MANAGER within two (2) weeks following harvest of each crop grown on the Property. Yield documentation shall be in the form of scale tickets, yield monitor data, or actual grain bin measurements. OPERATOR's failure to



provide the information required by this Paragraph 12 shall be considered to be a material default of the terms of this Lease.

13. **Care of Property:** OPERATOR agrees that he will: (a) cultivate and otherwise operate the Property in a professional workmanlike manner, and in accordance with the Crop Plan and generally recognized and approved agricultural practices; (b) when so directed, farm on the contour, or use minimum tillage or no tillage agricultural practices; (c) operate the Property in conformity with appropriate soil and water conservation practices, and in such a way as to maintain and if possible enhance soil productivity; (d) operate the Property in conformity with all required or applicable conservation plans or programs, including but not limited to those subject to the jurisdiction of USDA and EPA and their related agencies; and (e) keep the Property clean and free of trash, rubbish, refuse, dead animals and waste.

14. **Environmental Compliance:** (a) OPERATOR warrants that he is knowledgeable of the Federal, State and Local laws and regulations pertaining to the operation of the Property with regard to matters of environmental compliance, and the protection and preservation of soil, water and other natural resources; (b) OPERATOR warrants that he will operate the Property in full compliance with all such laws, and will notify MANAGER immediately of any accidents, problems, conditions or occurrences on the Property which may threaten compliance with such laws or regulations, or which may result in liability or damage being imposed upon the AGENT or the OWNER; (c) OPERATOR warrants that all fertilizers, agricultural chemicals, petroleum products and hazardous or toxic wastes or substances in, on, or affecting the Property will be handled, used, stored, contained, transported, applied, removed and/or disposed of in accordance with all applicable laws, regulations, manufacturer's directions and labeling; (d) OPERATOR acknowledges that he is knowledgeable of the Worker Protection Standard adopted by EPA, and warrants that he will see that the requirements of the Standard are adhered to in regard to the use and application of agricultural chemicals on the Property; and (e) OPERATOR agrees to complete any Environmental Questionnaires or other requests for environmental information solicited by MANAGER.

15. **Machinery and Equipment:** OPERATOR shall be responsible for providing the machinery and equipment necessary for planting, cultivating and harvesting the crops, and for any other agricultural operations incidental to operating the Property covered by this Lease. All costs of purchasing, renting, leasing, and operating the machinery and equipment, including the cost of custom operations, shall be paid by OPERATOR, except as otherwise specified herein.

16. **Weed Control:** OPERATOR agrees to keep the cultivated areas clean and free from weeds and further agrees to cut or spray weeds, trees and shrubs growing in the fence rows and non-crop areas, as are necessary to keep these areas neat and presentable. All costs involved in controlling weeds shall be paid by OPERATOR except as otherwise specified herein. OPERATOR agrees to mow the roadsides as often as necessary to present a neat appearance or as directed by MANAGER.

17. **Insect and Disease Control:** OPERATOR agrees to carry out all approved practices for the control and eradication of corn borer, rootworm, and other crop insects, pests and diseases, as may be necessary, at his own cost, unless otherwise specified herein, or in writing by MANAGER.

18. **Fertilizers, Lime and Manure:** OPERATOR agrees to haul out and distribute, as agreed with MANAGER, any manure and/or compost suitable to be used, and to apply at the proper time and in the proper manner all fertilizers and agricultural lime. Further, OPERATOR will, upon request, provide MANAGER with receipts, sale tickets, application records, and other documentation showing the use or application of all agricultural chemicals to which state, federal or local record keeping requirements apply. OPERATOR shall be responsible for all costs of purchasing, transporting, and applying manure, fertilizers, and agricultural lime, except as otherwise agreed herein or in writing by MANAGER.

19. **Crop Handling:** If applicable, OPERATOR shall be responsible for the costs of handling crops raised on the Property, unless otherwise agreed herein or in writing by MANAGER. For purposes of this



paragraph, "handling" shall include, but shall not be limited to placing crops in storage facilities located on the Property, hauling to a grain elevator or other facility selected by MANAGER, and such other handling services as required from time to time by MANAGER.

20. **Straw and Stalks:** OPERATOR agrees not to burn any stacks, straw, stalks, or stubble, or to remove any straw or stalks from the Property, unless otherwise expressly agreed herein, or in writing by MANAGER.

21. **Improvements:** OPERATOR agrees to perform ordinary maintenance tasks and will otherwise properly maintain all buildings, tile lines, fences, irrigation equipment, water systems and other improvements on the Property, and shall yield them up to MANAGER at the end of the Lease term in as good order and condition as at the beginning thereof, normal wear and tear excepted. OPERATOR further agrees to provide labor and to haul such materials as may be necessary for said maintenance, and to provide the labor and materials necessary to make minor repairs to said improvements that are or may be due as a result of ordinary wear and tear. OPERATOR shall be solely responsible for the cost of making repairs to improvements which have been damaged or destroyed because of OPERATOR's failure to maintain, or otherwise because of OPERATOR's neglect, abuse, negligence, or lack of attention. It is mutually understood and agreed that MANAGER shall not be obligated to replace any improvements lost or destroyed, regardless of whether or not such loss was covered by insurance.

22. **Fences:** OPERATOR will maintain and remove fences located on the Property at the request of MANAGER without charge for labor. In the event new fence is required, compensation shall be as provided for elsewhere herein.

23. **Improvements Made by OPERATOR:** It is mutually understood and agreed between the parties hereto that all buildings, fences and improvements of every kind and nature that may be erected upon the above described Property during the term of this Lease by OPERATOR shall be deemed as additional rent and shall inure to the Property and become the Property of MANAGER unless permission to erect and remove the same shall be obtained beforehand, in writing, and made a part of this Lease.

24. **Insurance:** OPERATOR shall carry the following types and minimum coverage of insurance: (a) Worker's Compensation Insurance if required under the laws of the state where the Property is located; (b) Comprehensive General Liability Insurance, including Employer's Liability, with respect to OPERATOR's use and occupancy of the Property and all operations incidental thereto, with limits of not less than \$1,000,000 per occurrence. Operator may at the option of MANAGER be required to name the OWNER and the AGENT as additional insureds. This insurance shall also provide contractual liability insurance covering the obligations assumed by OPERATOR under the indemnity provisions under Operating Covenant 25(a) only; (c) Automobile Liability Insurance on all owned, non-owned, hired or leased automotive equipment in conjunction with operations, in amounts not less than \$500,000 per occurrence; and d) If required by MANAGER, crop or crop/revenue insurance coverage. If crop or crop/revenue insurance is required, it will be set forth in Operating Covenant 40, below. OPERATOR hereby certifies that all applicable insurance coverages are currently in effect and will remain in effect and unchanged throughout the term of this Lease and will provide a certificate of insurance to MANAGER upon request.

25. **Indemnification:** OPERATOR agrees to indemnify and hold the OWNER and the AGENT harmless from any and all claims, liability, loss, damage or expenses resulting from OPERATOR's occupation and use of the Property, specifically including without limitation any claim, liability, loss or damage arising: (a) by reason of the injury to person or Property from whatever cause (other than negligence or misconduct by MANAGER) while in, on or near the Property or in any way connected with the Property or with the improvements or personal Property in or on the Property, including any liability for injury to the person or personal Property of OPERATOR its agents or employees; (b) By reason of any work performed on the Property or materials furnished on the Property at the instance of or request of

OPERATOR, its agents or employees, other than negligence or misconduct by MANAGER, its agents or employees; (c) By reason of OPERATOR's failure to perform any provision of this Lease or to comply with any requirement imposed upon it or on the Property by any duly authorized governmental agency or political subdivision; provided that OPERATOR shall not be responsible to comply with any requirements necessitating structural or permanent improvements or changes to the Property; (d) Because of OPERATOR's failure or inability to pay as they become due any obligation incurred by it in the agricultural or other operations conducted by it on the Property. MANAGER will indemnify OPERATOR for losses to OPERATOR's livestock and equipment resulting from MANAGER's lease of hunting rights on the Property to third parties. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this Lease.

26. **Independent Contractors:** If OPERATOR employs independent contractors to perform any work on the Property, or to conduct its farming operation, OPERATOR shall supervise the work performed by such contractors and assure MANAGER that each contractor maintains in full force and effect, at contractor's sole cost and expense, the kinds and amounts of insurance specified in Operating Covenant 24 herein, and any other insurance MANAGER deems reasonably necessary or desirable, under the circumstances.

27. **Expiration of Term; Termination:** Upon expiration of the term of this Lease, or upon termination of the Lease prior to expiration of the term, OPERATOR covenants and agrees as follows: (a) OPERATOR will promptly surrender possession of the Property to MANAGER or its designee in as good order and condition as when the same was entered upon by OPERATOR, loss by fire, acts of God, or ordinary wear and tear excepted; (b) OPERATOR will, prior to the expiration or termination date, remove all of its grain, farm equipment, livestock, tools, supplies, rubbish, and personal Property of all type and description from the Property at its own cost and expense; (c) If OPERATOR should fail to deliver possession of the Property to MANAGER or otherwise fails to comply with the terms of this Paragraph 27, MANAGER may at its option, take such action as required by local law to obtain possession of the Property and to remove OPERATOR's personal Property, at OPERATOR's sole cost and expense, or charge OPERATOR liquidated damages in the amount of \$100 per day until possession has been delivered and OPERATOR's personal Property has been removed, it being agreed that it would be difficult to determine the actual amount of damages that may be suffered by MANAGER by reason of OPERATOR's failure to yield possession.

28. **Binding on Heirs:** Except as provided in Paragraph 34, and except as may be mutually agreed by the parties, the provisions of this Lease shall be binding upon the heirs, executors, administrators, and successors of both MANAGER and OPERATOR in like manner as upon the original parties. The rights referred to herein shall not include subleasing or assignment as set forth above.

29. **Partnership Not Created:** This Lease should not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other without written consent, and OPERATOR has no authority to incur any obligation on behalf of the OWNER or AGENT.

30. **Notices:** Except as otherwise expressly provided by law, any and all notices or communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed to be duly served and given when personally delivered, or deposited in the United States Mail, First Class, postage pre-paid, addressed to the party at its last known address.

31. **Time of Essence:** Time is expressly declared to be of the essence in this Lease.

32. **Farm Programs:** Participation of the Property in any Local, State or Federal agricultural, conservation or similar programs, or any program for carbon sequestration and compliance with the terms and conditions of such programs shall be subject to the direction and control of MANAGER.

33. **Sale of Property:** OPERATOR acknowledges and agrees that the OWNER may desire to sell the Property between the time this Lease is made and entered into and the following January 1<sup>st</sup>. If a sale contract on the Property is entered into, and OPERATOR is notified in writing of the sale, before such January 1<sup>st</sup>, OPERATOR agrees to terminate this Lease and to return full possession of the Property to MANAGER. MANAGER agrees to reimburse OPERATOR for any labor or inputs provided by OPERATOR in anticipation of the upcoming crop year. Reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.

34. **Death or Incapacity of OPERATOR:** OPERATOR agrees that this Lease is a personal services contract with MANAGER and that in the event of OPERATOR's death or disability prior to commencement of farming operations, this Lease shall, at MANAGER's option, not take effect and shall be null and void.

35. **Termination - Compensation for Work Done:** OPERATOR acknowledges and agrees that this Lease will terminate on the date set forth under **Term**, above, and that OPERATOR is not authorized to provide labor or inputs of any kind in anticipation of growing crops to be harvested following the termination date (i.e. wheat), without the written approval of MANAGER. This also applies to cover crops that are planted prior to expiration of the lease. OPERATOR shall not be entitled to reimbursement for labor or inputs voluntarily provided, without prior written approval. Where approval has been granted, reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.

36. **Possession - Liability:** MANAGER shall not be liable in damages for its failure to deliver possession of the Property for any cause beyond its control.

37. **Extension of Term - Amendments:** The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Lease or any change in its terms unless the same is reduced to writing and signed by both parties.

38. **Oil, Gas and Minerals:** This Lease is subject to all oil, gas or mineral leases heretofore or hereafter executed by the OWNER or its agents. OPERATOR agrees to allowing exploration companies to enter upon the Property and make such exploration and drilling as may be proper at any time upon agreement by the exploration companies to pay for all damages to growing crops of OPERATOR and growing crops and Property of MANAGER. Upon request, OPERATOR shall be notified by MANAGER of known or anticipated oil, gas or mineral exploration activity.

39. **General:** (a) It is mutually understood and agreed that the use of Global Positioning Technology on the Property requires the prior consent and approval of MANAGER, which consent and approval will not be unreasonably withheld. The ownership, access to, and use of all information generated through the use of Global Positioning Technology shall be the property of MANAGER, unless otherwise mutually agreed upon in advance by MANAGER and OPERATOR, in writing, to the extent OPERATOR is in possession of such information, it will promptly deliver the same to MANAGER upon request: and (b) It is mutually understood and agreed that this Lease shall be governed by the laws of the state in which the Property is located. It is further recognized by the parties that certain form provisions of this Lease may not apply due to the particular type of agricultural operation covered. Therefore, this Lease shall be understood and interpreted in a manner consistent with the actual agricultural operation covered herein, and the applicable laws of the state in which the Property is located.

40. **Miscellaneous Provisions:**

OPERATOR TO NOTIFY MANAGER WITHIN 2 DAYS OF THE COMPLETION OF HARVEST WITH LOCATION AND AMOUNT OF GRAIN HARVESTED.

OPERATOR AGREES TO NOT PLANT WHEAT OR ANY OTHER FALL-SEEDED CROP IN 2021  
UNLESS PRIOR WRITTEN APPROVAL IS GIVEN BY FARM MANAGER.

LEASE EXCLUDES 13.56 ACRES ON THE WEST SIDE OF NW1/4 35-14-3 IN BURROW PIT  
AREA. OPERATOR ASSUMES NO RESPONSIBILITY FOR MAINTENANCE OR LIABILITY FOR  
ACTIVITY ON BURROW PIT SITE.



***IN WITNESS WHEREOF***, the parties hereto have entered into this Farm Lease and Security Agreement on the date first above written.

**DISCLOSURE:**

Farmers National Company, Farm Management AGENT for the OWNER, hereby discloses to OPERATOR that: 1) it is acting as the agent of the OWNER, with the duty to represent the OWNER's interest; 2) it is not, and will not be the agent of OPERATOR; and 3) information given to Farmers National Company will be disclosed to the OWNER.

DocuSigned by:

DENNIS SWENSON

91A847CC31BC412...

1/13/2021

***Operator: DENNIS SWENSON / 4489***

***Date***

DocuSigned by:

GALEN SWENSON

3CC1460982F44B1...

1/9/2021

***Operator: GALEN SWENSON / 5363***

***Date***

DocuSigned by:

Matthew C. Dowell

C6BCE4A8CC2A4C7...

1/14/2021

***Agent: FARMERS NATIONAL COMPANY***

***Date***

***The farm operator grants permission for Farmers National Company to receive a copy of the FSA crop acreage certification for the term of this lease. This is in regard to this farm that is rented from Farmers National Company.***

## Certificate Of Completion

Envelope Id: A5CA03DC32F94E35B1BE39D9E7545CBC

Status: Completed

Subject: 2021 CropShare Lease for Farm# 22185 (Lease# 2)

Source Envelope:

Document Pages: 9

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Farmers National Company

AutoNav: Enabled

11516 Nicholas St

Envelopeld Stamping: Enabled

Omaha, NE 68154

Time Zone: (UTC-06:00) Central Time (US & Canada)

leaseemailsig@farmersnational.com

IP Address: 68.13.64.64

## Record Tracking

Status: Original

Holder: Farmers National Company

Location: DocuSign

1/7/2021 4:43:35 PM

leaseemailsig@farmersnational.com

## Signer Events

DENNIS SWENSON

dswenson@hometelco.net

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
**DENNIS SWENSON**  
91A847CC31BC412...

Signature Adoption: Pre-selected Style

Using IP Address: 199.58.180.148

## Timestamp

Sent: 1/7/2021 4:43:36 PM

Viewed: 1/8/2021 1:28:21 PM

Signed: 1/13/2021 2:27:34 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

GALEN SWENSON

gs55@sbcglobal.net

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
**GALEN SWENSON**  
3CC1460982F44B1...

Signature Adoption: Pre-selected Style

Using IP Address: 208.66.88.201

Sent: 1/7/2021 4:43:36 PM

Viewed: 1/7/2021 5:33:00 PM

Signed: 1/9/2021 11:26:43 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Matthew C. Dowell

MDowell@farmersnational.com

Farm Manager/Real Estate Agent

Farmers National Company

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
**Matthew C. Dowell**  
C8BCE4A8CC2A4C7...

Signature Adoption: Pre-selected Style

Using IP Address: 68.68.151.22

Sent: 1/13/2021 2:27:35 PM

Viewed: 1/14/2021 7:00:56 AM

Signed: 1/14/2021 7:01:26 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/7/2021 4:43:36 PM
Certified Delivered	Security Checked	1/14/2021 7:00:56 AM
Signing Complete	Security Checked	1/14/2021 7:01:26 AM
Completed	Security Checked	1/14/2021 7:01:26 AM
Payment Events	Status	Timestamps

# 4 Year Crop History



Owner/Operator:

Date: 10/12/2021

Address:

Farm Name:

Address:

Field ID:

Phone:

Acct. #:

Crop Year:

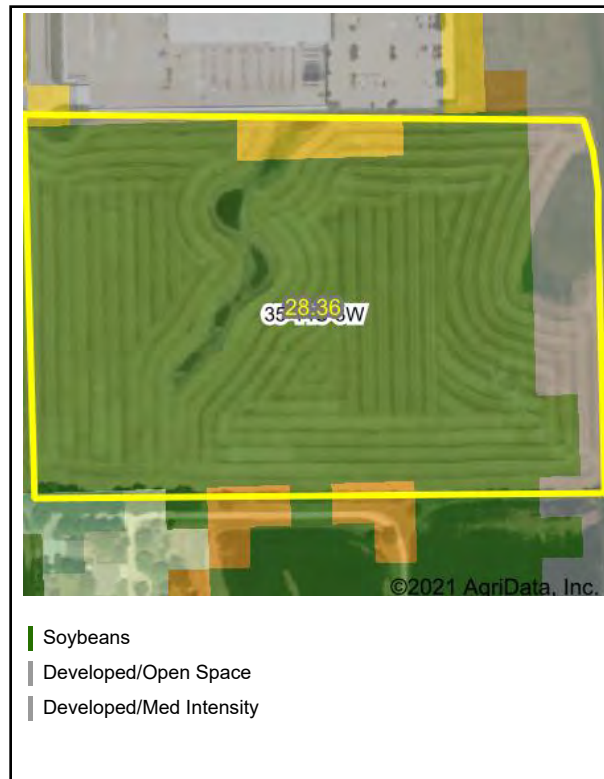
Crop Year:



Crop Year:



Crop Year:



Map Center: 38° 47' 27.06, -97° 37' 20.08

State: KS

County: Saline

Legal: 35-14S-3W

Twnshp: Smoky Hill

Crop data provided by USDA National Agricultural Statistics Service Cropland Data Layer



Maps Provided By:





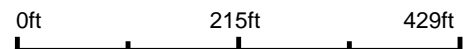
# Hill Shade Maximum NDVI 2021



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Crop:



Maps Provided By:



Elevation Min: 1,240.6  
 Max: 1,245.8  
 Range: 5.2  
 Average: 1,243.4  
 Standard Deviation: 1.28 ft

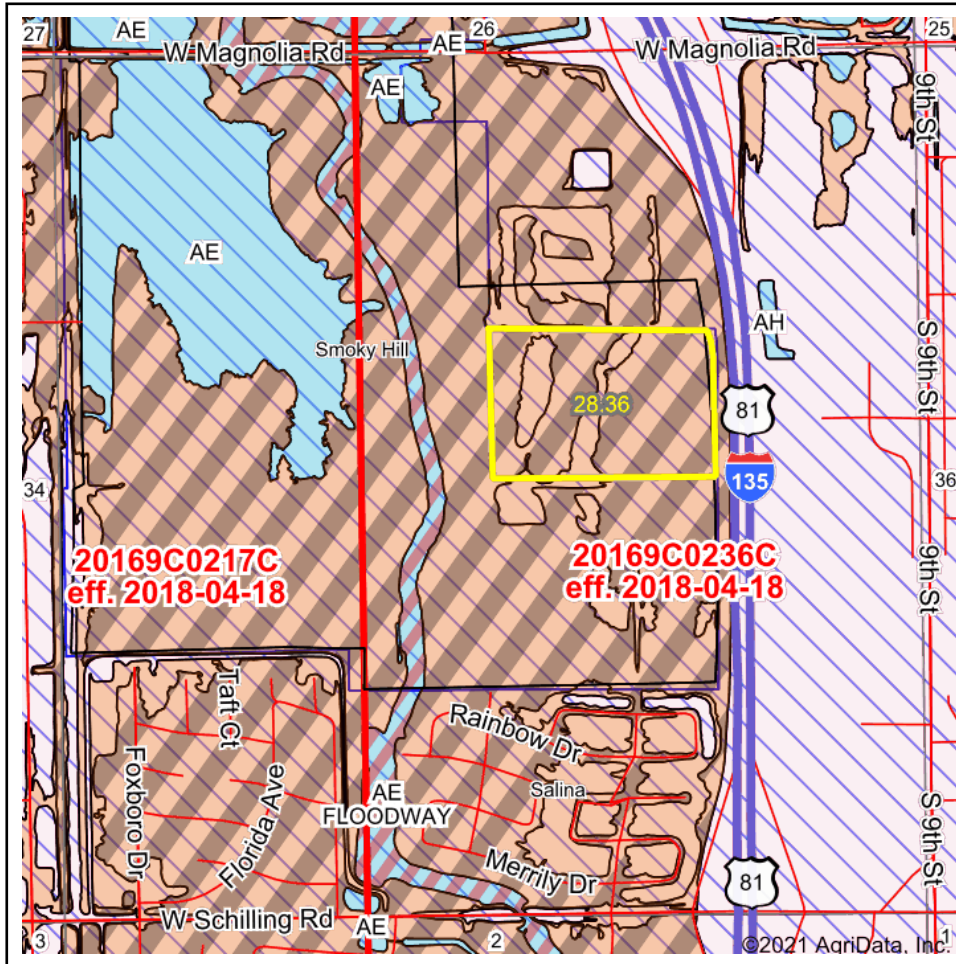


10/12/2021

**35-14S-3W**  
**Saline County**  
**Kansas**

map center: 38° 47' 27.06, -97° 37' 20.08

# FEMA Report



Map Center: 38° 47' 27.06, -97° 37' 20.08

State: KS Acres: 28.36  
 County: Saline Date: 10/12/2021  
 Location: 35-14S-3W  
 Township: Smoky Hill



Maps Provided By:



Name	Number	County	NFIP Participation	Acres	Percent
SALINE COUNTY	200316	Saline	Regular	28.19	99.4%
SALINA, CITY OF	200319	Saline	Regular	0.17	0.6%
<b>Total</b>				28.36	100%

Map Change	Date	Case No.	Acres	Percent
No			0	0%

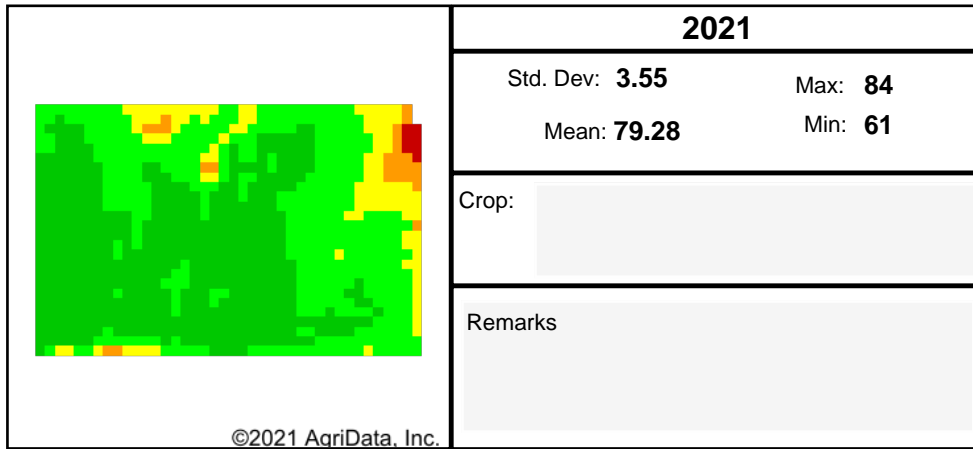
  

Zone	SubType	Description	Acres	Percent
X	AREA WITH REDUCED FLOOD RISK DUE TO LEVEE	500-year floodplain	23.32	82.3%
X	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	500-year floodplain	2.68	9.4%
X	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	500-year floodplain	2.36	8.3%
<b>Total</b>			28.36	100%

Panel	Effective Date	Acres	Percent
20169C0236C	4/18/2018	28.36	100%
<b>Total</b>		28.36	100%

# Max NDVI Multi-year



Client:

Farm:

Field:

Date: 10/12/2021

Acres: 28.36

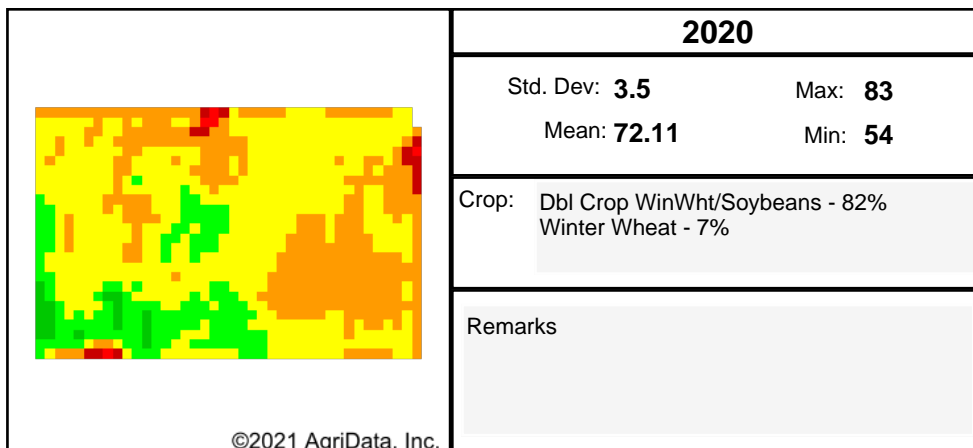
State: KS

County: Saline

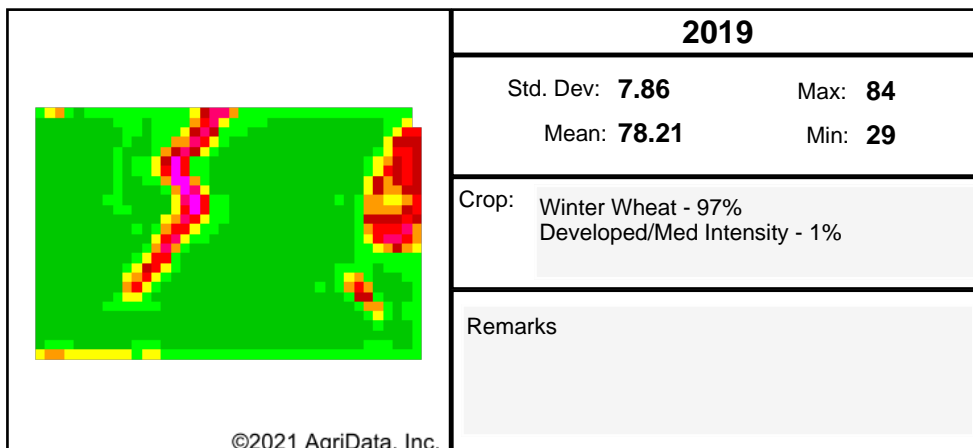
Location: 35-14S-3W

Township: Smoky Hill

Map Center: 38° 47' 27.06, -97° 37' 20.08



Low RELATIVE BIOMASS High	Value
	86 - 99
	81 - 85
	76 - 80
	71 - 75
	66 - 70
	61 - 65
	51 - 60
	41 - 50
	21 - 40
	1 - 20
	0 - 0



## Soils Weighted Average

NCCPI Overall: 55

## Elevation (feet)

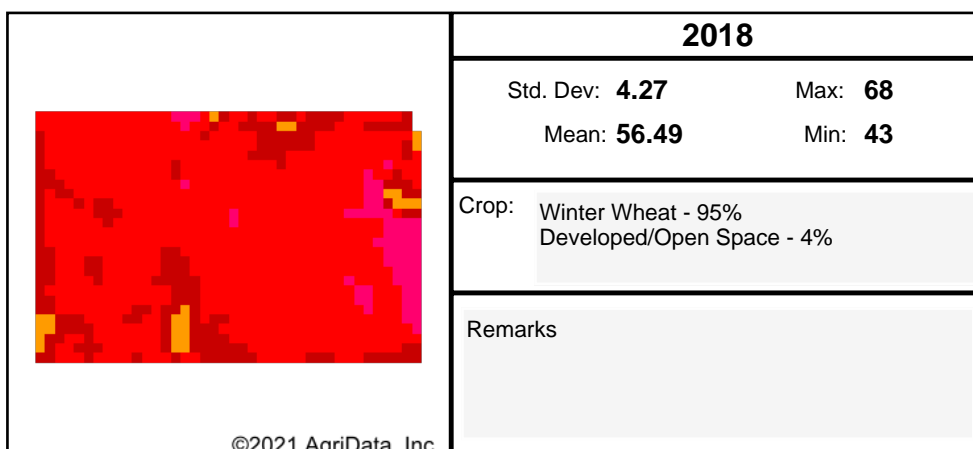
Min: 1,240.6

Max: 1,245.8

Range: 5.2

Mean: 1,243.4

Std Dev: 1.3



Maps Provided By:

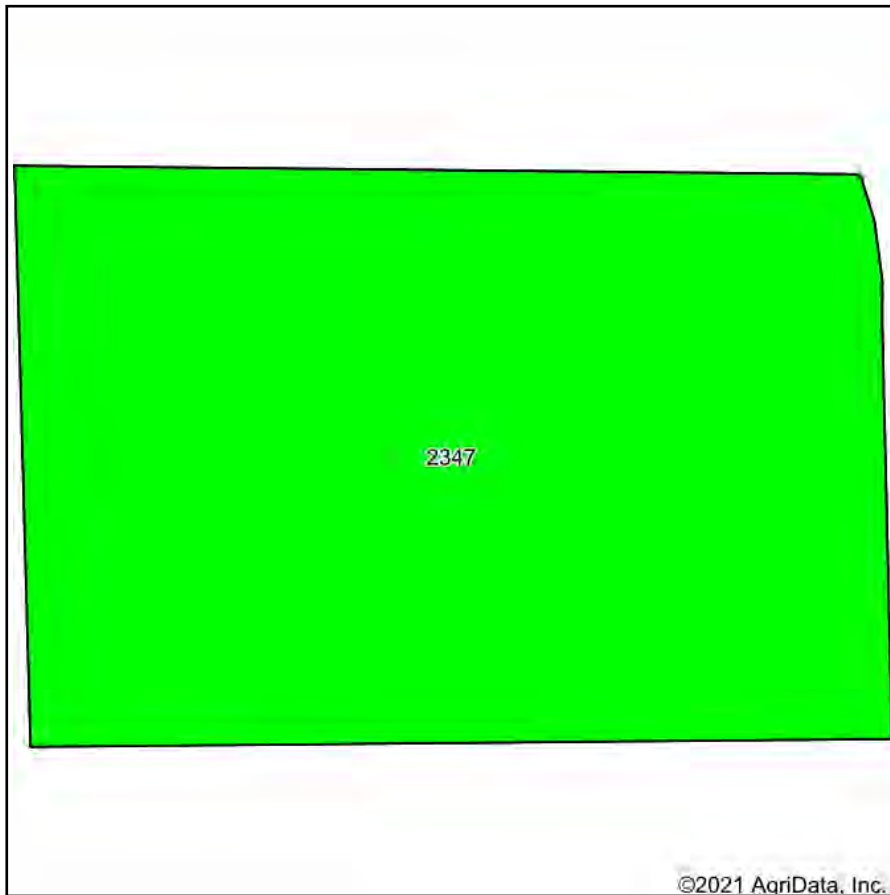


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# Soils Map



Soils data provided by USDA and NRCS.



State: **Kansas**  
 County: **Saline**  
 Location: **35-14S-3W**  
 Township: **Smoky Hill**  
 Acres: **28.36**  
 Date: **10/12/2021**



Maps Provided By:



Area Symbol: KS169, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	*n NCCPI Soybeans
2347	McCook silt loam, rarely flooded	28.36	100.0%		lw	lw	3550	55
Weighted Average					1.00	1.00	3550	*n 55

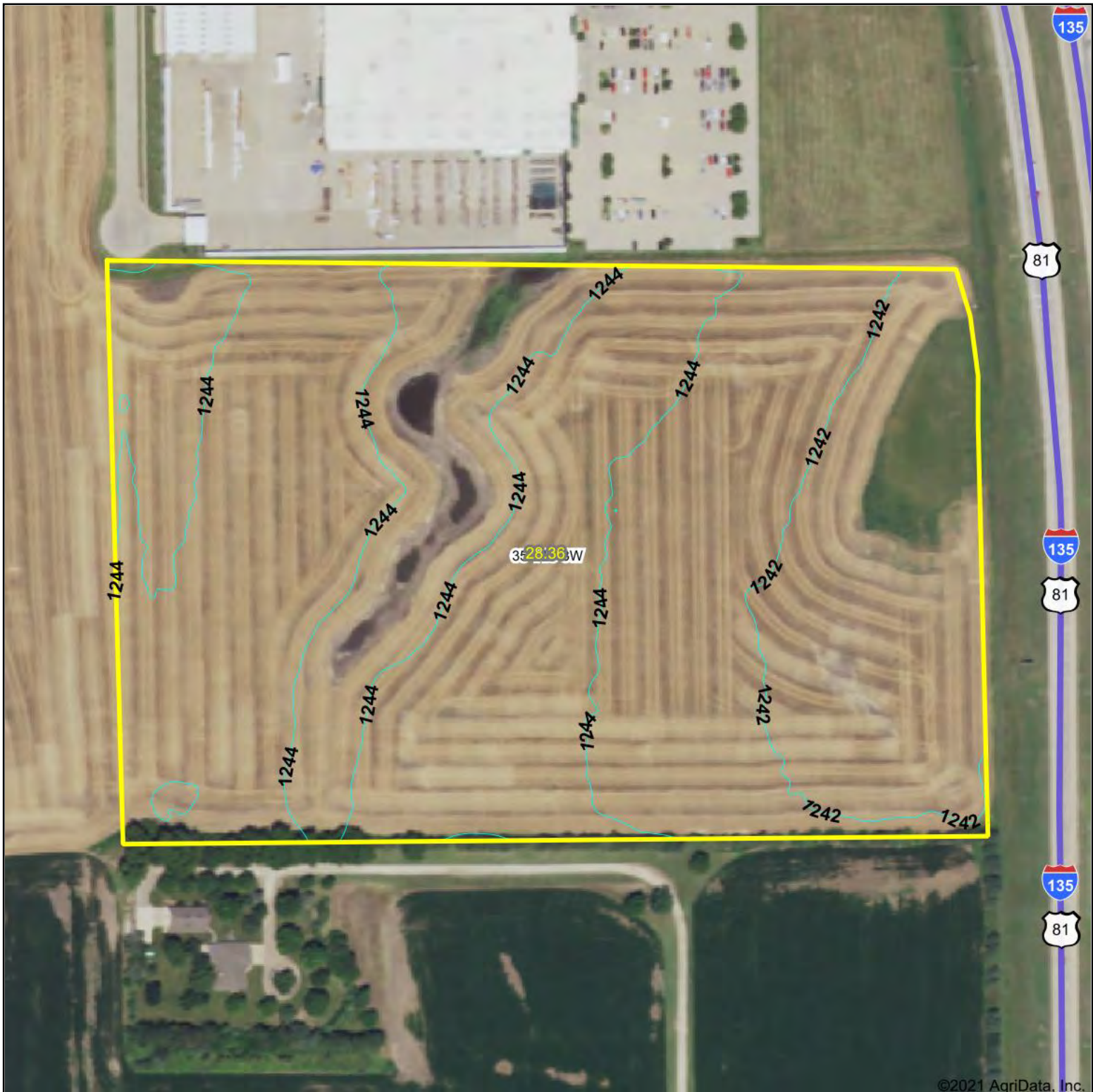
\*n: The aggregation method is "Weighted Average using all components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



# Topography Contours



Maps Provided By:



Source: USGS 3 meter dem  
Interval(ft): 2.0  
Min: 1,240.6  
Max: 1,245.8  
Range: 5.2  
Average: 1,243.4  
Standard Deviation: 1.28 ft

0ft 245ft 490ft



10/12/2021

35-14S-3W  
Saline County  
Kansas

Map Center: 38° 47' 27.06, -97° 37' 20.08