



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

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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


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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

**Issuing Agent: Security 1st Title**

 Security 1<sup>st</sup> Title

**Paige Brunner**  
**(620) 382-2130 (Work)**  
**(620) 382-2253 (Work Fax)**  
[pbrunner@security1st.com](mailto:pbrunner@security1st.com)

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

### 4. COMPANY’S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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- i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title</b>	Buyer:	<b>To Be Determined - PRELIMINARY BINDER</b>
Issuing Office:		Title	<b>Paige Brunner</b>
ALTA Universal ID:	<b>0001205</b>	Contact:	<b>(620) 382-2130 (Work)</b>
Loan ID Number:			<b>(620) 382-2253 (Work Fax)</b>
Commitment No.:	<b>3020941</b>		<a href="mailto:pbrunner@security1st.com"><b>pbrunner@security1st.com</b></a>
Property Address:	<b>1305 Highway 77</b>		
	<b>Florence, KS 66851</b>		

**SCHEDULE A**

**1. Commitment Date:**

03/14/2023 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

Proposed Insured: To Be Determined - PRELIMINARY BINDER

TBD

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

Fee Simple

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

Lenora Smith

**5. The Land is described as follows:**

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

**Security 1st Title, LLC**

By:



Commitment No.: KS-R3020941

## Exhibit A

A tract in the East 1/2 of the Southwest 1/4 of Section 35, Township 20 South, Range 4 East of the 6th P.M., Marion County, Kansas, more particularly described as follows: Beginning at a point on the West line of the East 1/2 of said Southwest 1/4, 12.54 feet North of the Southwest corner of the East 1/2 of said Southwest 1/4; thence North 86 degrees 44 minutes 57 seconds East a distance of 887.26 feet to the West right of way of U.S. Highway 77; thence North 10 degrees 04 minutes 31 seconds West along said West right of way a distance of 465.40 feet; thence North 10 degrees 47 minutes 29 seconds West along said West right of way a distance of 400.03 feet; thence North 10 degrees 04 minutes 31 seconds West along said West right of way a distance of 603 feet to the center of the Cottonwood River; thence South 80 degrees 43 minutes West along the center of said River a distance of 100 feet; thence South 48 degrees West along the center of said River a distance of 80 feet; thence South 89 degrees West along the center of said River a distance of 130 feet; thence North 64 degrees West along the center of said River a distance of 130 feet; thence North 46 degrees 09 minutes 41 seconds West along the center of said River a distance of 283.98 feet to the West line of the East 1/2 of said Southwest 1/4; thence South 00 degrees 29 minutes 09 seconds West along the West line of the East 1/2 of said Southwest 1/4 a distance of 1677 feet to the point of beginning and subject to easements and restrictions of record, including a reserved 50 foot access easement along the Southern boundary hereof for purpose of ingress and egress; LESS HIGHWAY described as follows: a tract of land in the East 1/2 of the Southwest 1/4 of Section 35, Township 20 South, Range 4 East of the 6th P.M., Marion County, Kansas, described as follows: COMMENCING at the Southeast corner of said Quarter Section; thence on an assumed bearing of South 89 degrees 20 minutes 32 seconds West, 127.696 meters (418.95 feet) along the South line of said Quarter Section to the Westerly right of way line of the existing highway and the POINT OF BEGINNING; FIRST COURSE, thence continuing South 89 degrees 20 minutes 32 seconds West, 11.333 meters (37.18 feet) along the South line; SECOND COURSE, thence North 11 degrees 15 minutes 34 seconds West, 35.072 meters (115.07 feet); THIRD COURSE, thence North 23 degrees 35 minutes 18 seconds East, 19.496 meters (63.96 feet) to said right of way line; FOURTH COURSE, thence North 11 degrees 20 minutes 59 seconds West, 125.00 meters (410.10 feet) along said right of way line; FIFTH COURSE, thence North 29 degrees 58 minutes 43 seconds West, 52.793 meters (173.21 feet); SIXTH COURSE, thence North 16 degrees 58 minutes 12 seconds West, 248.234 meters (814.41 feet) to the centerline of the Cottonwood River; SEVENTH COURSE, thence North 85 degrees 46 minutes 39 seconds East, 40.622 meters (133.27 feet) along said centerline of said right of way line; EIGHTH COURSE, thence South 11 degrees 15 minutes 34 seconds East, 185.893 meters (609.88 feet) along said right of way line; NINTH COURSE, thence South 11 degrees 58 minutes 32 seconds East, 121.930 meters (400.03 feet) along said right of way line; TENTH COURSE, thence South 11 degrees 15 minutes 34 seconds East, 162.370 meters (532.71 feet) along said right of way line to the point of beginning.

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### SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be property authorized, executed, and recorded in the Public Records.

**NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.**

**If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.**

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## SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
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 2022 in the original amount of \$1,652.24.  
First Installment: \$826.12, Unpaid and Delinquent  
Second Installment: \$826.12, Due on or before May 10, 2023  
Property I.D. # 057-187-35-0-00-00-004.00-0  
PIN # FPL 0060A**
8. **Subject to existing road, street or highway rights of way.**
9. **Agreement for drainage purposes recorded in/on Book Misc. 24, Page 273(2) .**
10. **Easement and Right of Way to Citizens Gas Company recorded in/on Book Misc. 152, Page 991; and Assignment of Easements to Citizens Gas Service Company, a Kansas Corporation Florence, Kansas recorded in/on Book Misc. 162, Page 12.**
11. **Right of Way Agreement to Southwester Bell Telephone Company recorded in/on Book Misc. 155, Page 926(2).**
12. **Grant of Right of Way to Greeley Gas Company recorded in/on Book Misc. 182, Page 808(1).**
13. **Temporary Easement to The Secretary of Transportation of the State of Kansas recorded in/on Book Misc. 189, Page 331.**
14. **Community Development Consent Agreement to Windborne Energy, Inc. recorded in/on Book Misc. 204, Page 515.**

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