



**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

**Lindsey Rice**  
**(620) 221-0430 (Work)**  
**(620) 221-2839 (Work Fax)**  
[lrice@security1st.com](mailto:lrice@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>Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below</b>
Issuing Office:	<b>216 E. 9th Avenue PO Box 541 Winfield, KS 67156</b>	Title Contact:	<b>Lindsey Rice (620) 221-0430 (Work) (620) 221-2839 (Work Fax) <a href="mailto:lrice@security1st.com">lrice@security1st.com</a></b>
ALTA Universal ID:	<b>0001152</b>		
Loan ID Number:			
Commitment No.:	<b>KS-C3046755</b>		
Property Address:	<b>0 42nd Rd, 4039 107th Rd, 0 32nd Rd, and 0 22nd Rd Rock, KS 67131</b>		

**SCHEDULE A**

**1. Commitment Date:**

09/29/2023 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

The estate or interest to be insured: Fee Simple

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

Fee Simple

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

Donley Family Trust as described in Trust Agreement dated March 18, 1998

**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**

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By:



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Commitment No.: KS-C3046755

## Exhibit A

TRACT 1: The South Half of the Southeast Quarter of Section 22, Township 30 South, Range 4 East of the 6th P.M., Cowley County, Kansas.

TRACT 2: East Half of the Northwest Quarter of Section 23, Township 30 South, Range 4 East of the 6th P.M., Cowley County, Kansas.

TRACT 3: Southwest Quarter of Section 23, Township 30 South, Range 4 East of the 6th P.M., Cowley County, Kansas.

TRACT 4: West Half of the Southeast Quarter of Section 23, Township 30 South, Range 4 East of the 6th P.M., EXCEPT tract described as: Commencing 566 feet West of the Southeast corner of the West Half of said quarter section; thence West on South line of said quarter section 209 feet to a point; thence North 312 feet to a point; thence East 209 feet; thence South 312 feet to beginning, and EXCEPT tract in the Northwest corner described as: Commencing at the Northwest corner of said Southeast Quarter; thence East 320 feet; thence South 205 feet; thence West 320 feet to the West line of said Southeast Quarter; thence North 205 feet to point of beginning.

TRACT 5: The East Half of the Northeast Quarter of Section 23, Township 30 South, Range 4 East of the 6th P.M., Cowley County, Kansas, EXCEPT a tract described as: SURFACE RIGHTS ONLY in and to Beginning at the Northeast corner of the Northeast Quarter of Section 23, Township 30 South, Range 4 East of the 6th P.M., Cowley County, Kansas, thence North 88 deg. 01 min. 56 sec. West (assumed) along the North line of said Northeast Quarter, 660.71 feet, thence South 0 deg. 26 min. 42 sec. West, 2642.64 feet to the South line of said Northeast Quarter, thence South 88 deg. 49 min. 17 sec. East, along the South line of said Northeast Quarter, 660.53 feet to the Southeast corner of said Northeast Quarter, thence North 0 deg. 26 min. 42 sec. East, along the East line of said Northeast Quarter, 2633.53 feet to the point of beginning.

TRACT 6: The Northwest Quarter of Section 17, Township 30 South, Range 5 East of the 6th P.M., Cowley County, Kansas.

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## SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
7. **We have a copy of the Certification of Trust for Donley Family Trust as described in Trust Agreement dated March 18, 1998. We must be furnished a satisfactory affidavit certifying there have been no changes to the trust since that date. Said form of affidavit will be provided upon request.**
8. **File a Trustee Deed from Donley Family Trust as described in Trust Agreement dated March 18, 1998 to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 of Schedule A.**

**NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.**

9. Provide this company with a properly completed and executed Owner's Affidavit.
10. Recording Information for Kansas Counties:

**Deed: \$21.00 (first page) + \$17.00 (each additional page)  
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)  
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)  
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

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

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

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## SCHEDULE B, PART II—Exceptions

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

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

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

**NOTE: THE FOLLOWING PERTAIN TO TRACT 1 ONLY**

7. **General taxes and special assessments for the year 2022 in the amount of \$388.74, PAID IN FULL.**

**Property ID # 05017 (SW/4 of SE/4)**

**A copy of the above may be accessed by internal link Image [4984642](#).**

8. **General taxes and special assessments for the year 2022 in the amount of \$372.16, PAID IN FULL.**

**Property ID # 05018 (SE/4 of SE/4)**

**A copy of the above may be accessed by internal link Image [4984640](#).**

9. **An easement for right of way given to The Derby Oil Company recorded in/on Jr. Book W, Page [542](#).**
10. **An easement for right of way given to CRA, Inc. recorded in/on Jr. Book 51, Page [513](#).**
11. **An easement for right of way given to Apco Pipeline, Inc. recorded in/on Jr. Book 58, Page [278](#).**
12. **An easement given to Total Pipeline Corporation recorded in/on Jr. Book 93, Page [328](#).**
13. **Roadway easement, if any, over the South and East sides of subject property.**

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14. Terms and provisions of the oil and gas leases executed between Donald D. Donley and Wanda D. Donley, husband and wife, lessor, and Gen-Dor Oil Company, lessee, for a primary term of one (1) years, filed ( ), recorded in/on Book 725, Page [520](#), together with all subsequent assignments and conveyances. Ratification of Oil and Gas Lease filed March 21, 2007 in Book 789, Page [1](#). (NOTE: Lease is currently held by production according to the KGS website)

NOTE: THE FOLLOWING PERTAIN TO TRACTS 2 ONLY

15. General taxes and special assessments for the year 2022 in the amount of \$2,723.96, PAID IN FULL.

Property ID # 05039 (covers additional real estate)

A copy of the above may be accessed by internal link Image [4984638](#).

16. An easement for right of way given to Sumner-Cowley Electric Cooperative, Inc. recorded in/on Jr. Book 91, Page [189](#).
17. An easement for right of way given to Rural Water District No. 7, Cowley County, Kansas recorded in/on Book 561, Page [95](#).
18. An easement for right of way given to Sumner-Cowley Electric Cooperative, Inc. recorded in/on Book 599, Page [168](#).
19. Roadway easement, if any, over the North and East sides of subject property.
20. Terms and provisions of the oil and gas leases executed between Donald D. Donley and Wanda D. Donley, husband and wife, lessor, and L & B Leasing, Inc., lessee, for a primary term of one (1) years, filed March 23, 1981, recorded in/on Lse. Book 228, Page [580](#). Correction oil and gas lease filed July 1, 1981, recorded in/on Lse. Book 230, Page [438](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Donley Family Trust dated 3/18/1998, Donald & Wanda Donley as Co-Trustees, lessor, and Front Royal Resources, LLC, lessee, for a primary term of three (3) years, filed August 08, 2011, recorded in/on Book 878, Page [5](#), together with all subsequent assignments and conveyances.

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

NOTE: THE FOLLOWING PERTAIN TO TRACT 3 ONLY

21. General taxes and special assessments for the year 2022 in the amount of \$2,723.96, PAID IN FULL.

Property ID # 05039 (covers additional real estate)

A copy of the above may be accessed by internal link Image [4984638](#).

22. An easement for right of way given to Rural Water District No. 7, Cowley County, Kansas recorded in/on Book 561, Page [95](#).
23. Roadway easement, if any, over the South, East and West sides of subject property.
24. Terms and provisions of the oil and gas leases executed between G. D. Feaster and Ethel L. Feaster, wife, lessor, and B. B. Blair and L. F. Rooney, lessee, for a primary term of five (5) years, filed April 17, 1946, recorded in/on Lse. Book 95, Page [531](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between G. D. Feaster and Ethel L. Feaster, wife, lessor, and E. M. Quinn, lessee, for a primary term of five (5) years, filed April 17, 1946, recorded in/on Lse. Book 95, Page [534](#), together with all subsequent assignments and conveyances.

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Terms and provisions of the oil and gas leases executed between George Feaster and Ethel L. Feaster, wife, lessor, and L. A. Watson, lessee, for a primary term of three (3) years, filed March 19, 1959, recorded in/on Lse. Book 153, Page [525](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Donald D. Donley and Wanda D. Donley, husband and wife, lessor, and L & B Leasing, Inc., lessee, for a primary term of one (1) years, filed March 23, 1981, recorded in/on Lse. Book 228, Page [578](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Donald D. and Wanda D. Donley, lessor, and J & P Oil Company, lessee, for a primary term of one (1) years, filed August 19, 1985, recorded in/on Lse. Book 253, Page [47](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Donley Family Trust dated 3/18/1998, Donald & Wanda Donley as Co-Trustees, lessor, and Front Royal Resources, LLC, lessee, for a primary term of three (3) years, filed August 08, 2011, recorded in/on Book 878, Page [5](#), together with all subsequent assignments and conveyances.

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

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**NOTE: THE FOLLOWING PERTAIN TO TRACT 4 ONLY**

25. General taxes and special assessments for the year 2022 in the amount of \$2,723.96, PAID IN FULL.

Property ID # 05039 (covers additional real estate)

A copy of the above may be accessed by internal link Image [4984638](#).

26. An easement for right of way given to Socony-Vacuum Oil Company, Incorporation recorded in/on Jr. Book 23, Page [632](#).
27. An easement for right of way given to Rural Water District #5, Cowley County recorded in/on Jr. Book 77, Page [428](#).
28. Roadway easement, if any, over the West and South sides of subject property.
29. Terms and provisions of the oil and gas leases executed between Donley Family Trust dated 3/18/1998, Donald & Wanda Donley as Co-Trustees, lessor, and Front Royal Resources, LLC, lessee, for a primary term of three (3) years, filed August 08, 2011, recorded in/on Book 878, Page [5](#), together with all subsequent assignments and conveyances.

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

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**NOTE: THE FOLLOWING PERTAIN TO TRACT 5 ONLY**

30. General taxes and special assessments for the year 2022 in the amount of \$203.88, PAID IN FULL.

Property ID # 05037

A copy of the above may be accessed by internal link Image [5017743](#).

31. Roadway easement, if any, over the North side of subject property.
32. Rights of the owners of the mineral estate as reserved in Book 981, Page [535](#), and of the parties claiming thereunder. (Pertains to the mineral estate of the excepted tract as set out in the legal description.)

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33. Terms and provisions of the oil and gas leases executed between Saura M. Donley, widow and Ruth Kistler and Everett F. Kistler, husband, lessor, and Earl F. Wakefield, lessee, for a primary term of five (5) years, filed July 17, 1939, recorded in/on Lse. Book 85, Page [171](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Donald D. Donley and Wanda D. Donley, his wife, lessor, and L & B Leasing, Inc., lessee, for a primary term of one (1) years, filed March 23, 1981, recorded in/on Lse. Book 228, Page [576](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Donley Family Trust, lessor, and Gen-Dor Oil Company, lessee, for a primary term of one (1) years, filed October 21, 2005, recorded in/on Book 755, Page [754](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Donley Family Trust dated 3/18/1998, Donald & Wanda Donley as Co-Trustees, lessor, and Front Royal Resources, LLC, lessee, for a primary term of three (3) years, filed August 08, 2011, recorded in/on Book 878, Page [5](#), together with all subsequent assignments and conveyances.

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

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**NOTE: THE FOLLOWING PERTAIN TO TRACT 6 ONLY**

34. General taxes and special assessments for the year 2022 in the amount of \$669.48, PAID IN FULL.

Property ID # 13853

A copy of the above may be accessed by internal link Image [4984644](#).

35. An easement for right of way given to Rural Water District #5, Cowley County, KS recorded in/on Book 444, Page [327](#).
36. Roadway easement, if any, over the North and West sides of subject property.
37. Terms and provisions of the oil and gas leases executed between E. Monroe Osborne and Ethel D. Osborne, wife; Thaddeus C. Osborne and Margaret Osborne, wife; Helen O. Confer, widow, lessor, and Crest Petroleum, Inc., lessee, for a primary term of three (3) years, filed May 16, 1956, recorded in/on Lse. Book 135, Page [46](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Paul E. Donley and Edna M. Donley, wife, lessor, and Crest Petroleum, Inc., lessee, for a primary term of three (3) years, filed May 16, 1956, recorded in/on Lse. Book 135, Page [44](#), together with all subsequent assignments and conveyances.

Terms and provisions of the oil and gas leases executed between Donley Family Trust dated 3/18/1998, Donald & Wanda Donley as Co-Trustees, lessor, and Front Royal Resources, LLC, lessee, for a primary term of three (3) years, filed August 08, 2011, recorded in/on Book 878, Page [5](#), together with all subsequent assignments and conveyances.

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

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**NOTE: THE FOLLOWING PERTAIN TO ALL TRACTS**

38. It is noted that subject property may become subject to special assessments by reason of being included within the Rock Creek Joint Water Shed District No. 28, Butler and Cowley Counties, Kansas, as evidenced by instrument filed in/on Jr. Book 33, Page [348](#) and Jr. Book 43, Page [567](#).

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

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39. The terms and provisions contained in Affidavit Memorandum of Agreement between Targa Pipeline Mid-Continent Westok LLC and Sandridge Exploration and Productions LLC, filed March 25, 2016 in Book 976, Page [675](#).

**NOTE:** This is a blanket document that is indexed in all Section, Township and Ranges in Cowley County, Kansas and may or may not pertain to the subject property set forth in Schedule A herein.

40. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
41. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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

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