

Commitment Cover Page

Order Number: 3060390

Delivery Date: 02/26/2024

Property Address: 00000 N Morris Rd, Conway Springs, KS 67031

For Closing Assistance

Shannon Metz
116 E. Harvey Avenue
Wellington, KS 67152
Office: (620) 326-7460
smetz@security1st.com

Jodie Heath
116 E. Harvey Avenue
Wellington, KS 67152
Office: (620) 326-7460
jaheath@security1st.com

For Title Assistance

Jodie A. Heath
116 E. Harvey Avenue
Wellington, KS 67152
Office: (620) 326-7460
jaheath@security1st.com

Seller/Owner

George L Erker Living Trust
Delivered via: Electronic Mail

Agent for Seller

Sundgren Realty
218 E. Central
El Dorado, KS 67042
(316) 650-8752 (Cell)
(316) 321-7112 (Work)
(316) 321-7116 (Work Fax)
tsengels@cox.net
realty@sundgren.com
Delivered via: Electronic Mail

Agent for Seller

Sundgren Realty
Attention: Jeremy Sundgren
218 E. Central
El Dorado, KS 67042
(316) 377-0013 (Cell)
(316) 321-7112 (Work)
(316) 321-7116 (Work Fax)
jeremy@sundgren.com
Delivered via: Electronic Mail

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Title Fees

Date: **02/26/2024**
Order Number: **3060390**
Property Address: **00000 N Morris Rd, Conway Springs, KS 67031**
Buyer(s): **A legal entity to be determined**
Seller(s): **George L. Erker Living Trust, dated September 17, 2009**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	
ALTA Loan Policy 07-01-2021 (TBD)	
	Total TBD
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Tax Information:

CRT006A, IT0117, IT0119, IT0115, IT0059

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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.

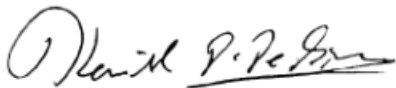
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


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 1st Title

Jodie A. Heath
(620) 326-7460 (Work)
(620) 326-2357 (Work Fax)
jaheath@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A legal entity to be determined
Issuing Office:	116 E. Harvey Avenue Wellington, KS 67152	Title Contact:	Jodie A. Heath (620) 326-7460 (Work) (620) 326-2357 (Work Fax) jaheath@security1st.com
ALTA Universal ID:	1100301		
Loan ID Number:			
Commitment No.:	KS-C3060390-3		
Property Address:	00000 N Morris Rd Conway Springs, KS 67031		

SCHEDULE A

1. Commitment Date:

02/07/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A legal entity to be determined

TBD

The estate or interest to be insured: Fee Simple

ALTA Loan Policy 07-01-2021

Proposed Insured: TBD

TBD

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:

George L. Erker Living Trust, dated September 17, 2009

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:

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Commitment No.: KS-C3060390-3

Exhibit A

Tract 1:

West Half of Southwest Quarter of Section 1, Township 31 South, Range 4 West of the 6th P.M., Sumner County, Kansas EXCEPT a tract commencing at the West Quarter corner of Section 1, Township 31 South, Range 4 West of the 6th P.M. in Sumner County, Kansas, Thence South along the West line of said Section 1 and on an assumed bearing of South 00 degrees 00 minutes 00 seconds East a distance of 968.00 feet to the Point of Beginning; Thence Easterly on a bearing of South 88 degrees 49 minutes 26 seconds East a distance of 685.00 feet to a point; Thence Southerly on a bearing of South 00 degrees 00 minutes 00 seconds East a distance of 318.00 feet to a point; Thence Westerly on a bearing of North 88 degrees 49 minutes 26 seconds West a distance of 685.00 feet to a point on the West line of said Section 1; Thence North along said West line and on a bearing of North 00 degrees 00 minutes 00 seconds West a distance of 318.00 feet to the Point of Beginning

Tract 2:

Northeast Quarter and the North Half of the Southeast Quarter of Section 25, Township 30 South, Range 2 West of the 6th P.M., Sumner County, Kansas

Tract 3:

Northwest Quarter of Section 25, Township 30 South, Range 2 West of the 6th P.M., Sumner County, Kansas

Tract 4:

The South Half of Section 24, Township 30 South, Range 2 West of the 6th P.M., Sumner County, Kansas, EXCEPT a tract beginning at the Southwest corner of the Southeast Quarter of Section 24, Township 30 South, Range 2 West of the 6th P.M., Sumner County, Kansas, thence North 89 deg. 04 min. 30 sec. East(assumed) along the South line of said Quarter Section, 810.50 feet, thence North 1 deg. 42 min. 48 sec. West, 269 feet, thence South 89 deg. 04 min. 30 sec. West, 810.50 feet to the West line of said Quarter Section, thence South 1 deg. 42 min. 48 sec. East, along the West line of said Quarter Section, 269 feet to the point of beginning.

Tract 5:

Southwest Quarter of Section 12, Township 30 South, Range 2 West of the 6th P.M., Sumner 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. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in SUMNER County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SUMNER County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of SUMNER County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

7. 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.
8. In regard to the death of George L. Erker, we require:
 - a. Obtain and file for record his/her Death Certificate in the office of the Register of Deeds. Death Certificate has been filed of record, recorded on October 31, 2023 in Book 1144, Page 589 with the Sumner County Register of Deeds office.
 - b. Indemnity from the grantee beneficiaries (Item 4, Schedule A) on the Transfer of Death Deed, for expenses paid by the State of Kansas, for medical assistance, all expenses of the final illness, and all other claims of the estate, including the lien of Federal Estate Taxes.
 - c. If said beneficiaries are the children of the grantor, we require an Affidavit that no children were born to, or adopted on inutero, since the date of the Transfer of Death Deed.
 - d. If the grantor died prior to July 1, 1998, record a Kansas Inheritance Tax Finding, and proof of payment of any taxes due.

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9. Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the George L. Erker Living Trust, dated September 17, 2009.

In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.

10. File a Trustee's Deed from George L. Erker Living Trust, dated September 17, 2009 to A legal entity to be determined.

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.

11. Provide this company with a properly completed and executed Owner's Affidavit.

12. 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.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

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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.
7. **General taxes and special assessments for the year 2023 in the amount of \$585.06, PAID. (Tract I)**

Property ID # CRT006A

8. **General taxes and special assessments for the year 2023 in the amount of \$1,008.54, PAID. (Tract 2)**

Property ID # IT0117

9. **General taxes and special assessments for the year 2023 in the amount of \$808.00, PAID. (Tract 3)**

Property ID # IT0119

10. **General taxes and special assessments for the year 2023 in the amount of \$1,977.50, PAID. (Tract 4)**

Property ID # IT0115

11. **General taxes and special assessments for the year 2023 in the amount of \$1,068.78, PAID. (Tract 5)**

Property ID # IT0059

NOTE: THE FOLLOWING PERTAINS TO TRACT I:

12. **Roadway easement, if any, over the South and West of subject property.**

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13. The terms and provisions contained in the document entitled "Division of Land Exemption" filed as Book 1071, Page [33](#).
14. Terms and provisions of the oil and gas leases executed between George L. Erker, single, lessor, and Seahawk Petroleum, Inc., lessee, filed March 12, 1981 recorded in/on Book P-249, Page [682](#), 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.

15. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, husband and wife, lessor, and Front Royal Resources, LLC, lessee, filed August 3, 2011 recorded in/on Book 846, Page [238](#), 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.

NOTE: THE FOLLOWING PERTAINS TO TRACT 2:

16. Roadway easement, if any, over the North and East of subject property.
17. An easement for Right of Way, recorded as Book P-209, Page [631](#).
In favor of: George L. Erker
Affects: Subject property
18. Terms and provisions of the oil and gas leases executed between Pete Castholm, a single man, lessor, and Wilson Rains, lessee, filed June 25, 1971 recorded in/on Book P-133, Page [491](#), 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.

19. Terms and provisions of the oil and gas leases executed between Vera M. Dombaugh and Charles E. Dombaugh, her husband, lessor, and J. Fred Hambright, lessee, filed March 17, 1980 recorded in/on Book P-235, Page [609](#), 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.

20. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, husband and wife, lessor, and Paramount Land, Inc., lessee, filed May 18, 2011 recorded in/on Book 836, Page [402](#), 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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21. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, husband and wife, lessor, and Paramount Land, Inc., lessee, filed May 18, 2011 recorded in/on Book 836, Page [405](#), 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.

22. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, his wife, lessor, and John O. Farmer, Inc., lessee, filed August 17, 2020 recorded in/on Book 1070, Page [272](#), 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.

23. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, his wife, lessor, and John O. Farmer, Inc., lessee, filed August 17, 2020 recorded in/on Book 1070, Page [276](#), 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.

24. The terms and provisions contained in the document entitled "Memorandum of Lease and Easement Agreement" filed October 28, 2016 as Book 989, Page [32](#).

25. The terms and provisions contained in the document entitled "Memorandum of Wind Farm Lease and Easement Agreement" filed April 18, 2023 as Book 1133, Page [472](#).

26. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolution #2016-52 in Book 993, Page [113](#) and Resolution #2016-53 in Book 993, Page [115](#).

NOTE: THE FOLLOWING PERTAINS TO TRACT 3:

27. Roadway easement, if any, over the North and West of subject property.

28. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, husband and wife, lessor, and Paramount Land, Inc., lessee, filed May 18, 2011 recorded in/on Book 836, Page [399](#), 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.

29. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, his wife, lessor, and John O. Farmer, Inc., lessee, filed August 17, 2020 recorded in/on Book 1070, Page [268](#), 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.

30. The terms and provisions contained in the document entitled "Memorandum of Lease and Easement Agreement" filed October 28, 2016 as Book 989, Page [32](#).

31. The terms and provisions contained in the document entitled "Memorandum of Wind Farm Lease and Easement Agreement" filed April 18, 2023 as Book 1133, Page [472](#).

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32. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolution #2016-52 in Book 993, Page [113](#) and Resolution #2016-53 in Book 993, Page [115](#).

NOTE: THE FOLLOWING PERTAINS TO TRACT 4:

33. Roadway easement, if any, over the South, West and East of subject property.
34. An easement for Right of Way, recorded as Book P-169, Page [590](#).
In favor of: Rural Water District No. 5, Sumner County, Kansas
Affects: subject property
35. The terms and provisions contained in the document entitled "One Time Split Affidavit" filed July 27, 2004 as Book 662, Page [12](#).
36. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, husband and wife, lessor, and Paramount Land, Inc., lessee, filed May 18, 2011 recorded in/on Book 836, Page [393](#), 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.

37. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, his wife, lessor, and John O. Farmer, Inc., lessee, filed August 17, 2020 recorded in/on Book 1070, Page [260](#), 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.

38. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, his wife, lessor, and John O. Farmer, Inc., lessee, filed August 17, 2020 recorded in/on Book 1070, Page [264](#), 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.

39. The terms and provisions contained in the document entitled "Memorandum of Lease and Easement Agreement" filed October 28, 2016 as Book 989, Page [32](#).
40. The terms and provisions contained in the document entitled "Memorandum of Wind Farm Lease and Easement Agreement" filed April 18, 2023 as Book 1133, Page [472](#).
41. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolution #2016-52 in Book 993, Page [113](#) and Resolution #2016-53 in Book 993, Page [115](#).

NOTE: THE FOLLOWING PERTAINS TO TRACT 5:

42. Roadway easement, if any, over the South and West of subject property.
43. An easement for Right of Way, recorded as Book E-2 Misc., Page [446](#).
In favor of: Larutan Fuel Company
Affects: subject property
44. The terms and provisions contained in the document entitled "Injection Well" filed October 29, 1987 as Book P-350, Page [693](#).

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45. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, husband and wife, lessor, and Paramount Land, Inc., lessee, filed May 18, 2011 recorded in/on Book 836, Page [366](#), 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.

46. Terms and provisions of the oil and gas leases executed between George L. Erker, lessor, and John H. Shaida, lessee, filed December 31, 2015 recorded in/on Book 969, Page [651](#), 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.

47. Terms and provisions of the oil and gas leases executed between George L. Erker and Rovella L. Erker, his wife, lessor, and John O. Farmer, Inc., lessee, filed August 17, 2020 recorded in/on Book 1070, Page [256](#), 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.

48. The terms and provisions contained in the document entitled "Memorandum of Wind Farm Lease and Easement Agreement" filed April 18, 2023 as Book 1133, Page [472](#).

NOTE: THE FOLLOWING PERTAINS TO ALL TRACTS:

49. The terms and provisions contained in the Affidavit Memorandum of Agreement between Targa Pipeline Mid-Continent Westok LLC and Sandridge Exploration and Production LLC, filed April 1, 2016 in Book 975, Page [186](#). NOTE: This is a blanket document that is indexed in all Section, Township and Ranges in Sumner County, Kansas and may or may not pertain to the subject property set forth in Schedule A herein.
50. Rights or claims of parties in possession not shown by the public records.
51. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
52. 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.

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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

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this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company 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

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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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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

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How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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