



## PRELIMINARY TITLE SEARCH REPORT

Prepared By:  
**Security 1<sup>st</sup> Title**  
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Prepared Exclusively For:  
**Sundgren Realty**  
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Contact: **Jeremy Sundgren**  
Email: **jeremy@sundgren.com;**  
**realty@sundgren.com**

Report No: **2492291A-6**

Report Effective Date: **December 7, 2021, at 7:30 a.m.**

Property Address: **00000 S. 170 Hwy, Osage City, KS 66523**

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

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

[Brenda J. Lyman Trust under Trust Agreement dated December 4, 1997](#)

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

**The East 75 acres of the Southwest 1/4 of Section 33, Township 17 South, Range 14 East of the 6th P.M., and the South 1/2 of the Southeast 1/4 of Section 33, Township 17 South, Range 14 East of the 6th P.M., except a tract commencing 25 feet North of the South 1/4 corner, thence East parallel to section line to a point 25 feet West and 25 feet North of the Southeast corner of said Section 33, thence North 1/4 mile to a point 25 feet West of the Northeast corner South 1/2 of Southeast 1/4 said section, thence West 5 feet thence South to a point 200 feet North and 30 feet West of the Southeast corner said section 33, thence Southwest on a curve of 200 feet radius to a point 200 feet West and 30 feet North of Southeast corner said Section 33, thence West to a point 5 feet North of the place of beginning thence South 5 feet to the place of beginning, in Osage County, Kansas.**

3. If asked to issue a title insurance commitment for a potential buyer of the subject



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property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **File a death certificate for Brenda J. Lyman.**
6. **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 Brenda J. Lyman Trust under Trust Agreement dated December 4, 1997.**

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

7. **File a Trustee's Deed from the current acting trustees of the Brenda J. Lyman Trust under Trust Agreement dated December 4, 1997 to To Be Determined.**
4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
  2. Rights or claims of parties in possession not shown by the Public Records



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3. Easements, or claims of easements, not shown by the Public Records
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. **General taxes and special assessments for the fiscal year 2021 in the original amount of \$626.44.**
  - First Installment: \$313.22, Due, but not delinquent until December 20, 2021.**
  - Second Installment: \$313.22, Due, but not delinquent until May 10, 2022.**
  - Property I.D. # [1-08743](#)**
  - CAMA # [178-33-0-00-00-005.00-0-01](#)**
8. **Subject to existing road, street or highway rights of way.**
9. **Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.**
10. **Terms and provisions of the oil and gas lease executed between Eddie Richardson and Nannie Richardson, his wife, lessor, and N.W. Hibbard, lessee, for a primary term of 5 years, filed July 8, 1927, recorded in/on [Lease Book E, Page 131](#), together with all subsequent assignments and conveyances.**

**NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued.**
11. **Easement granted to Postal Telegraph Co., as set forth in the instrument filed as [Book 21 Misc., Page 497](#).**



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12. **Easement granted to Postal Telegraph Co., as set forth in the instrument filed as [Book 21 Misc., Page 514.](#)**
13. **Grant for Road Purposes granted to The Board of County Commissioners of Osage County, Kansas, as set forth in the instrument filed as [Book 28 Misc., Page 471.](#)**
14. **Grant for Road Purposes granted to The Board of County Commissioners of Osage County, Kansas, as set forth in the instrument filed as [Book 28 Misc., Page 480.](#)**
15. **Grant for Road Purposes granted to The Board of County Commissioners of Osage County, Kansas, as set forth in the instrument filed as [Book 28 Misc., Page 485.](#)**
16. **Subject to the Regulations imposed by the State of Kansas which contains provision for the control of sewage disposal, water supplies and refuse handling practices and which is adopted under the provision of K.S.A. 19-3701 through K.S.A. 19-3708, as set forth in the instrument filed as Book M 10, Page 197, which established the Boundaries of the Melvern Reservoir Sanitation Zone and which includes the land described herein.**
17. **Subject to Osage County Comprehensive Plan Update - 1983 Zoning Regulations, Subdivision Regulations, as set forth in Book M 41, Page 926, and all amendments thereto.**

Dated: **December 7, 2021, at 7:30 a.m.**

SECURITY 1<sup>ST</sup> TITLE

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

LICENSED ABSTRACTER