



*First American Title™*

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

### 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 Nebraska 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 Policy Amount 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**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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:
  - (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 shall not be 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.

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- (c) The Company will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 and authenticated by a person authorized by the Company.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

## 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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: **NCK Title, LLC**

Issuing Office: **116 North Hersey Avenue, P. O. Box 369  
Beloit, KS 67420-0369**

Issuing Office's ALTA® Registry ID:

Loan ID No.:

Commitment No.: **4411**

Issuing Office File No.: **4411**

Property Address: **NW1/4 12-8-6 &, E 10A SE/4 NE/4 11-8-6, Simpson, KS 67420**

Revision No.:

### SCHEDULE A

1. Commitment Date: **August 3, 2023 at 8:00AM**
2. Policy to be issued:
  - (a)  **ALTA® Owner's Policy (06-17-06)**  
Proposed Insured: **INFORMATIONAL ONLY**  
Proposed Policy Amount: \$
  - (b)  **ALTA® Loan Policy (06-16-06)**  
Proposed Insured: **To Be Determined,**  
Proposed Policy Amount: \$
  - (c)  **ALTA® Policy**  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is  
**Fee Simple.**
4. The Title is, at the Commitment Date, vested in:  
**The Janet L. Siegel Trust dated March 26, 2012**
5. The Land is described as follows:

Tract 1: The Northwest Quarter (NW¼) of Section Twelve (12), Township Eight (8) South, Range Six (6) West of the 6<sup>th</sup> P.M., **Mitchell** County, Kansas, **EXCEPT** a tract of land situated in the Northwest Quarter of Section 12, Township 8 South, Range 6 West of the 6<sup>th</sup> P.M., **Mitchell** County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Northwest Quarter of said Section 12; thence East along the North line of the said Section 12, a distance of 150.00 feet; thence Southerly parallel to the West line of said Northwest Quarter, a distance of 30.00 feet; thence with a deflection angle of 78°41'24" to the right, a distance of 101.98 feet; thence with a deflection angle of 78°41'24" to the left, a distance of 43.00 feet; thence in a southwesterly direction on a curve to the right having a radius of 868.51 feet, an arc distance of 296.14 feet to a point on the said West line; thence North along the said West line to the point of beginning less the existing public road right of way. The above described tract of land contains 0.32 acres, more or less.

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Tract 2: The East Ten (10) Acres of the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of Section Eleven (11), Township Eight (8) South, Range Six (6) West of the 6<sup>th</sup> P.M., **Mitchell** County, Kansas

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_  
Authorized Signatory

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## ALTA Commitment for Title Insurance

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## Schedule BI & BII

Commitment No.: 4411

### 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, delivered, and recorded in the Public Records.
5. Provide a copy of the Janet L. Siegel Trust dated March 12, 2012 and any amendments thereto.
6. Properly executed and filed Certification of Trust in regard to the Janet L. Siegel Trust dated March 12, 2012, pursuant to Kansas Title Standards.
7. Properly executed and filed deed from the current trustees of The Janet L. Siegel Trust dated March 26, 2012 to TBD, along with a completed Kansas Real Estate Sales Validation Questionnaire.
8. Properly executed and filed Mortgage from to To Be Determined in the amount of \$ .TBD
9. We reserve the right to make further requirements upon review of the documents.
10. Provide NCK Title, LLC with a property executed affidavit indicating that there are no unpaid bills or claims for labor or services provided or materials furnished or delivered during the last four (4) months for alterations, repair work or new construction on the subject property.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
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<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 4411

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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, attached, 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, unless such lien is 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. The lien of the General Taxes for the year 2023, and thereafter. Taxes and assessments for the year 2022 are paid. Tax ID number is 1-5300710, 1-5300630. Taxes for the year 2022 are \$2,374.72 (tract 1), \$138.18 (tract 2).
8. Right of other to use roadways crossing insured land.
9. Rights of tenants in possession as tenants only under unrecorded leases.
10. Any reference in the amount of land or number of acres or square feet contained in a tract of land in any legal description in this commitment is stated for convenience only and is not a warranty of how much land is contained in that tract.
11. Rights of others to the use of the Solomon River and the natural flow thereof.
12. Rights of federal, state or local jurisdictions to regulate usage of the shore area.

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13. Any claim of any decrease of subject land, if any, caused by erosion or change in the shoreline or centerline or meander line of the body of water known as the Solomon River.
14. Lease dated May 21, 1956, between Dwight Finney and Charlotte Mae Finney, his wife, "Lessor", and James Robertson, "Lessee", recorded in Miscellaneous book 82 page 427, filed of record September 21, 1956, in the Register of Deeds office, Mitchell County, Kansas, for the purpose of an irrigation system. (Tract 1)
15. Right of Way Easement dated December 16, 1966, from Dwight Finney and Charlotte Finney, his wife, "grantor", to Western Power & Gas Company, Inc., "grantee", recorded in Miscellaneous Book 78 page 581, filed of record March 6, 1967, in the Register of Deeds office, Mitchell County, Kansas. Assignment of Easements dated April 1, 2007, from Aquila, Inc., "Assignor", to Mid-Kansas Electric Company, LLC, "Assignee", recorded in Miscellaneous Book 106B page 165, filed of record April 9, 2007, in the Register of Deeds office, Mitchell County, Kansas. Assignment of Easements dated December 31, 2007, from Mid-Kansas Electric Company, LLC, "Assignor", to Prairie Land Electric Company, LLC, "Assignee", recorded in Miscellaneous Book 113 page 77, filed of record January 9, 2008, in the Register of Deeds office, Mitchell County, Kansas. Assignment of Easements dated July 14, 2008, from Aquila, Inc., "Assignor", to Black Hills/Kansas Gas Utility Company, LLC, "Assignee", recorded in Miscellaneous Book 113 page 303, filed of record July 30, 2008, in the Register of Deeds office, Mitchell County, Kansas. (tract 1)
16. Articles of Incorporation of Glen Elder Irrigation District No. 8 dated December 21, 1976, from The State of Kansas, to The Public, recorded in Miscellaneous book 91 page 332, filed of record December 27, 1976, in the Register of Deeds office, Mitchell County, Kansas.
17. Amendment of Articles of Incorporation of Glen Elder Irrigation District No. 8 dated April 6, 2006, from Kansas Secretary of State, to The Public, recorded in Miscellaneous book 106B page 105, filed of record April 17, 2006, in the Register of Deeds office, Mitchell County, Kansas.
18. Right of Way Easement dated May 15, 1978, from Charles A. Pearson, "grantor", to Western Power & Gas Company, Inc., "grantee", recorded in Miscellaneous Book 92 page 42, filed of record June 2, 1978, in the Register of Deeds office, Mitchell County, Kansas. Assignment of Easements dated April 1, 2007, from Aquila, Inc., "Assignor", to Mid-Kansas Electric Company, LLC, "Assignee", recorded in Miscellaneous Book 106B page 165, filed of record April 9, 2007, in the Register of Deeds office, Mitchell County, Kansas. Assignment of Easements dated December 31, 2007, from Mid-Kansas Electric Company, LLC, "Assignor", to Prairie Land Electric Company, LLC, "Assignee", recorded in Miscellaneous Book 113 page 77, filed of record January 9, 2008, in the Register of Deeds office, Mitchell County, Kansas. Assignment of Easements dated July 14, 2008, from Aquila, Inc., "Assignor", to Black Hills/Kansas Gas Utility Company, LLC, "Assignee", recorded in Miscellaneous Book 113 page 303, filed of record July 30, 2008, in the Register of Deeds office, Mitchell County, Kansas. (tract 2)