

 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.

This page is only a part of a 2016 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; Schedule B, Part II-Exceptions.

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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;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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.
- (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.

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- (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

Arbitration provision intentionally removed.

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First American Title[™]

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: **Charlson & Wilson Bonded Abstracters, Inc.**

Issuing Office's ALTA ® Registry ID: **0001229**

Issuing Office File No.: **136423**

Property Address: , , **KS**

SCHEDULE A

1. Commitment Date: **June 20, 2023, at 08:00 am**
2. Policy to be Issued: **FOR INFORMATIONAL PURPOSES ONLY**
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:

Pishny Four, LLC, a Kansas Limited Liability Company
5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Callie A. Marka

Authorized Signatory

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EXHIBIT A

The Land is described as follows:

TRACT 1:

A tract of land in the West Half of the East Half (W 1/2 of the E 1/2) of Section 15, Township 4 South, Range 6 East, of the 6th P.M., in Marshall County, Kansas, prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, being more particularly described as follows:

BEGINNING at the Southwest (SW) Corner of the W 1/2 of the E 1/2 of said Section 15;
THENCE South 89°11'50" East along the south line of said W 1/2 for 1326.36 feet to the Southeast (SE) corner of the W 1/2 of said E 1/2;
THENCE North 00°53'02" East along the east line of the W 1/2 of said E 1/2 for 3055.00 feet;
THENCE North 69°47'13" West for 240.00 feet;
THENCE North 71°46'35" West for 209.00 feet;
THENCE North 77°33'22" West for 738.00 feet;
THENCE North 71°12'50" West for 200.00 feet to the west line of the W 1/2 of said E 1/2;
THENCE South 00°39'57" West along the west line of the W 1/2 of said E 1/2 for 3408.00 feet to the POINT OF BEGINNING.
Containing 99.15 acres more or less.

TRACT 2:

A tract of land in Lots 6 & 7 of Block 29 of Railroad Addition to the City of Waterville, the Southwest Quarter (SW 1/4) and the South Half of the Northwest Quarter (S 1/2 of the NW 1/4) of Section 15, the North Half of the Northwest Quarter (N 1/2 of the NW 1/4) of Section 22, and the East Half of the Southeast Quarter (E 1/2 of the SE 1/4) of Section 16 all in Township 4 South, Range 6 East, of the 6th P.M., in Marshall County, Kansas, prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, being more particularly described as follows:

BEGINNING at the Northwest (NW) corner of said Section 22;
THENCE South 00°38'02" West along the west line of said section 22 for 449.34 feet to the NW corner of Railroad Addition to the City of Waterville;
THENCE South 76°20'38" East along the north line of said Railroad Addition for 35.93 feet to Northwest (NW) corner of Lot 7 of said Block 29;
THENCE South 00°40'13" West along the west line of said Block 29 for 111.63 feet to the Southwest (SW) corner of Lot 6 of said Block 29;
THENCE South 89°23'17" East along the south line of said Lot 6 for 198.29 feet to the centerline of the vacated alley in said Block 29;
THENCE North 00°44'02" East along said centerline for 66.75 feet to the north line of said Railroad Addition;
THENCE along the north line of said Railroad addition for the following three (3) courses:
THENCE South 76°39'16" East for 365.61 feet;
THENCE South 76°38'00" East for 765.30 feet;
THENCE South 89°14'39" East for 617.59 feet;
THENCE North 40°42'55" East for 66.00 feet;
THENCE North 14°48'39" East for 62.00 feet;
THENCE North 00°38'58" East for 212.00 feet;
THENCE North 02°18'03" East for 535.00 feet;
THENCE North 71°09'52" West for 89.00 feet;
THENCE North 03°14'44" West for 72.00 feet;
THENCE North 17°14'44" East for 194.00 feet;
THENCE North 89°39'12" East for 667.00 feet to the east line of the West Half (W 1/2) of said Section 15;
THENCE North 00°39'57" East along the east line of the W 1/2 of said Section 15 for 3003.00 feet;
THENCE North 71°12'50" West for 250.00 feet;
THENCE North 75°26'11" West for 180.00 feet;
THENCE North 89°16'54" West for 164.00 feet;
THENCE South 67°51'42" West for 132.00 feet;
THENCE South 39°35'02" West for 180.00 feet;
THENCE South 16°32'36" West for 266.00 feet;
THENCE South 26°05'01" West for 232.00 feet;
THENCE South 55°19'03" West for 204.00 feet;
THENCE South 72°49'56" West for 253.00 feet;
THENCE South 84°31'06" West for 585.00 feet;

THENCE South 70°35'46" West for 201.00 feet;
THENCE South 56°05'52" West for 178.00 feet;
THENCE South 39°04'32" West for 680.00 feet;
THENCE South 49°10'40" West for 348.00 feet;
THENCE South 61°05'06" West for 688.00 feet to the east Right-of-Way (R/W) line of 4th Road;
THENCE along the east R/W line of said 4th Road for the following five (5) courses:
THENCE South 29°28'21" East for 147.00 feet;
THENCE South 38°00'12" East for 101.12 feet;
THENCE South 29°28'21" East for 100.00 feet;
THENCE South 14°45'33" East for 59.06 feet;
THENCE along a curve to the right having a radius of 879.02 feet, a chord bearing South 14°16'15" East, chord length of 460.99 feet and an arc length of 466.44 feet;
THENCE North 89°04'09" West for 60.00 feet to the centerline of said 4th Road;
THENCE South 00°55'50" West along the centerline of said 4th Road for 547.00 feet to the south line of the SE 1/4 of said Section 16;
THENCE South 89°30'40" East along the south line of the SE 1/4 of said Section 16 for 669.88 feet to the POINT OF BEGINNING.
Containing 227.34 acres more or less.

TRACT 3:

A tract of land in the North Half of the Southwest Quarter (N 1/2 of the SW 1/4) and the South Half of the Northwest Quarter (S 1/2 of the NW 1/4) of Section 15, the East Half of the Southeast Quarter (E 1/2 of the SE 1/4), and the Southeast Quarter of the Northeast Quarter (SE 1/4 of the NE 1/4) of Section 16, all in Township 4 South, Range 6 East, of the 6th P.M., in Marshall County, Kansas, prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, being more particularly described as follows:
COMMENCING at the Northwest (NW) corner of the E 1/2 of the SE 1/4 of said Section 16;
THENCE South 89°11'05" East along the north line of the E 1/2 of the SE 1/4 of said Section 16 for 37.62 feet;
THENCE South 00°55'33" West for 27.29 feet to the POINT OF BEGINNING;
THENCE North 86°44'49" East for 164.82 feet;
THENCE North 76°02'10" East for 185.00 feet;
THENCE North 58°36'19" East for 200.00 feet;
THENCE North 83°28'32" East for 269.00 feet;
THENCE North 64°02'22" East for 375.00 feet;
THENCE North 74°31'32" East for 562.00 feet;
THENCE North 56°56'29" East for 223.00 feet;
THENCE North 73°44'28" East for 198.00 feet;
THENCE South 89°33'15" East for 170.00 feet;
THENCE South 74°28'48" East for 191.00 feet;
THENCE South 54°28'17" East for 178.00 feet;
THENCE South 01°13'09" East for 516.00 feet;
THENCE South 84°31'06" West for 585.00 feet;
THENCE South 70°35'46" West for 201.00 feet;
THENCE South 56°05'52" West for 178.00 feet;
THENCE South 39°04'32" West for 680.00 feet;
THENCE South 49°10'40" West for 348.00 feet;
THENCE South 61°05'06" West for 688.00 feet to the east Right-of-Way (R/W) of 4th Road;
THENCE along the east R/W line of said 4th Road for the following two (2) courses;
THENCE North 29°28'21" West for 466.00 feet;
THENCE along a curve to the right having a radius of 759.02 feet, a chord bearing North 25°40'46" West, chord length of 100.42 feet and an arc length of 100.50 feet to the south line of a tract of land condemned for use by the City of Waterville (District Court of Marshall Co. Case No. 11793, Aug 27, 1963);
THENCE continuing along the boundary of said condemnation for the following six (6) courses:
THENCE South 86°40'40" East for 186.73 feet;
THENCE North 78°12'56" East for 174.29 feet (record, 173.87 feet);
THENCE South 86°49'45" East for 124.74 feet (record, 125.00 feet);
THENCE North 03°11'35" East for 239.86 feet (240.00 feet);
THENCE South 81°45'07" West for 381.65 feet (record, 382.00 feet);
THENCE South 71°11'18" West for 168.90 feet to the east R/W line of said 4th Road;
THENCE along the east R/W line of said 4th Road for the following three (3) courses:
THENCE along a curve to the right having a radius of 759.02 feet, a chord bearing North 04°16'50" West, chord length of 157.33 feet and an arc length of 157.61 feet;
THENCE North 23°48'15" West for 46.50 feet;

THENCE North 01°40'05" East for 363.23 feet;
THENCE North 00°55'33" East for 94.95 feet to the POINT OF BEGINNING.
Containing 53.64 acres more or less.

TRACT 4:

A tract of land in the Northeast Quarter of the Southeast Quarter (NE 1/4 of the SE 1/4) and the Southeast Quarter of the Northeast Quarter (SE 1/4 of the NE 1/4) of Section 16, the South Half of the Northwest Quarter (S 1/2 of the NW 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 of the NE 1/4) of Section 15, all in Township 4 South, Range 6 East, of the 6th P.M., in Marshall County, Kansas, prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, being more particularly described as follows:

BEGINNING at the Northwest (NW) corner of the SE 1/4 of the NE 1/4 of said Section 16;
THENCE South 89°43'20" East along the north line of the SE 1/4 of the NE 1/4 of said Section 16 for 1323.22 feet to the Northeast (NE) corner of the SE 1/4 of the NE 1/4 of said Section 16;
THENCE South 89°34'30" East along the north line of the S 1/2 of the NW 1/4 of said Section 15 for 1523.84 feet to the west line of a tract as described in Deed Book 318 on Page 623 (Marshall Co. Register of Deeds);
THENCE South 00°25'30" West along the west line of said tract for 120.00 feet (record, 120 feet) to the Southwest (SW) corner of said tract;
THENCE South 89°34'30" East along the south line of said tract for 519.50 feet to the west line of a tract as described in Deed Book 511 on Page 413 (Marshall Co. Register of Deeds);
THENCE South 00°39'57" West along the west line of said tract for 200.00 feet to the Southwest (SW) corner of said tract;
THENCE South 89°34'30" East along the south line of said tract for 603.84 feet (record, 600 feet) to the east line of the NW 1/4 of said Section 15;
THENCE North 00°39'57" East along the east line of the NW 1/4 of said Section 15 for 320.00 feet (record, 320 feet) to the NW corner of the SW 1/4 of the NE 1/4 of said Section 15;
THENCE South 88°29'52" East along the north line of the SW 1/4 of the NE 1/4 of said Section 15 for 1341.67 feet to the NE corner of the SW 1/4 of the NE 1/4 of said Section 15;
THENCE South 00°53'02" West along the east line of the SW 1/4 of the NE 1/4 of said Section 15 for 933.57 feet;
THENCE North 69°47'13" West for 240.00 feet;
THENCE North 71°46'35" West for 209.00 feet;
THENCE North 77°33'22" West for 738.00 feet;
THENCE North 71°12'50" West for 450.00 feet;
THENCE North 75°26'11" West for 180.00 feet;
THENCE North 89°16'54" West for 164.00 feet;
THENCE South 67°51'42" West for 132.00 feet;
THENCE South 39°35'02" West for 180.00 feet;
THENCE South 16°32'36" West for 266.00 feet;
THENCE South 26°05'01" West for 232.00 feet;
THENCE South 55°19'03" West for 204.00 feet;
THENCE South 72°49'56" West for 253.00 feet;
THENCE North 01°13'09" West for 516.00 feet;
THENCE North 54°28'17" West for 178.00 feet;
THENCE North 74°28'48" West for 191.00 feet;
THENCE North 89°33'15" West for 170.00 feet;
THENCE South 73°44'28" West for 198.00 feet;
THENCE South 56°56'29" West for 223.00 feet;
THENCE South 74°31'32" West for 562.00 feet;
THENCE South 64°02'22" West for 375.00 feet;
THENCE South 83°28'32" West for 269.00 feet;
THENCE South 58°36'19" West for 200.00 feet;
THENCE South 76°02'10" West for 185.00 feet;
THENCE South 86°44'49" West for 164.82 feet;
THENCE North 00°55'33" East for 42.31 feet;
THENCE North 89°04'27" West for 37.64 feet to the west line of the SE 1/4 of the NE 1/4 of said Section 16;
THENCE North 00°52'25" East along the west line of the SE 1/4 of the NE 1/4 of said Section 16 for 1303.15 feet to the POINT OF BEGINNING.

LESS a tract described in Deed Book 182 on Page 100 (Marshall Co. Register of Deeds), being more particularly described as follows:

A certain tract parcel or strip of land in the Northeast Quarter of Section No 16 Township No 4 Range No 6 East of the 6th principal meridian for road purposes within the following described line viz; Beginning at a point 100 feet south and 25 feet east of the center of the Northeast Quarter of Section 16 aforesaid, running thence in a

northeasterly direction to a point 100 feet east of said center corner of the Northeast Quarter of said Section 16, thence west along the south line of the public road to the fence corner, and thence south along the east line of the public road to the point of beginning.

Containing 99.99 acres more or less.

TRACT 5:

A tract of land in the Southeast Quarter of the Southwest Quarter (SE 1/4 of the SW 1/4) of Section 15, and the Northeast Quarter of the Northwest Quarter (NE 1/4 of the NW 1/4) of Section 22 all in Township 4 South, Range 6 East, of the 6th P.M., in Marshall County, Kansas, prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, being more particularly described as follows:

BEGINNING at the Southeast (SE) corner of the SW 1/4 of said Section 15;

THENCE North 89°17'39" West along the south line of the SW 1/4 of said Section 15 for 595.08 feet;

THENCE South 00°42'20" West for 750.32 feet;

THENCE North 89°14'39" West for 110.00 feet;

THENCE North 40°42'55" East for 66.00 feet;

THENCE North 14°48'39" East for 62.00 feet;

THENCE North 00°38'58" East for 212.00 feet;

THENCE North 02°18'03" East for 535.00 feet;

THENCE North 71°09'52" West for 89.00 feet;

THENCE North 03°14'44" West for 72.00 feet;

THENCE North 17°14'44" East for 194.00 feet;

THENCE North 89°39'12" East for 667.00 feet to the east line of the SW 1/4 of said Section 15;

THENCE South 00°39'57" West along the east line of the SW 1/4 of said Section 15 for 405.00 feet to the **POINT OF BEGINNING**.

Containing 7.14 acres more or less.

TRACT 6:

The North Half of the Southwest Quarter of Section 21, Township 4 South, Range 6 East of the 6th P.M., Marshall County, Kansas.

NOTE: This commitment is being issued in anticipation of the subject property being sold, at which time the value of the estate or the interest to be insured and the proposed purchaser insured must be disclosed to the Company. Until that time, it is agreed that, as between the Company, the applicant for this commitment, and every other person relying on this commitment, the total liability of the Company, on account of this commitment, shall not exceed \$250.00.



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII

Commitment No.: **136423**

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. **Furnish for examination an executed copy of the Articles of Organization and Operating Agreement and any amendments thereto for Pishny Four, LLC, a Kansas Limited Liability Company. The Company reserves the right to make further requirements following review of the required documents.**
6. **Record Survey dated _____, prepared by CES Engineers Architects, Surveyors, Clint J. Friedrichs, PLS #1709 on July 27, 2023.**

The above requirements must be met by/on the date of closing. The Company reserves the right to add to and/or change these requirements.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Taxes and special assessments for the year 2023 and all subsequent years. 2022 taxes are paid in full in the amount of \$2,622.98. (Tax ID #9D0077) (CAMA #058-165-15-0-00-00-008.00-0) These taxes include special assessments in the amount of \$0.00. (Tracts 1 and 4)**
8. **Taxes and special assessments for the year 2023 and all subsequent years. 2022 taxes are paid in full in the amount of \$1,443.32. (Tax ID #9D0091) (CAMA #058-165-16-0-00-00-006.00-0) These taxes include special assessments in the amount of \$0.00. (Tracts 2, 3 and 4)**

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

9. Taxes and special assessments for the year 2023 and all subsequent years. 2022 taxes are paid in full in the amount of \$6,306.50. ([Tax ID #9D0078B](#)) (CAMA #058-165-15-0-00-00-007.00-0) These taxes include special assessments in the amount of \$0.00. (Tracts 2, 3, 4 and 5)
10. Taxes and special assessments for the year 2023 and all subsequent years. 2022 taxes are paid in full in the amount of \$1,832.64. ([Tax ID #9D0134](#)) (CAMA #058-165-21-0-00-00-008.00-0) These taxes include special assessments in the amount of \$0.00. (Tract 6)
11. Taxes and special assessments for the year 2023 and all subsequent years. 2022 taxes are paid in full in the amount of \$125.62. ([Tax ID #WC0214B](#)) (CAMA #058-165-22-0-20-02-003.00-0) These taxes include special assessments in the amount of \$0.00. (Tract 2)
12. Taxes and special assessments for the year 2023 and all subsequent years. 2022 taxes are paid in full in the amount of \$740.22. ([Tax ID #9D0140](#)) (CAMA #058-165-22-0-00-00-003.00-0) These taxes include special assessments in the amount of \$0.00 (Tracts 2 and 5)

Tract 1:

13. Flowage Easement in favor of the United States of America and its assigns, over a portion of 15-4-6, filed October 25, 1960, and recorded in [Book 273, Page 505](#), in the office of the Register of Deeds of Marshall County, Kansas.
14. Public roads and highways.
15. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of the Little Blue River which forms the Northerly boundary of the subject land, without diminution or pollution.
16. Decrease in area, if any, of the premises in question by erosion and the consequences of any future change in the location of the Little Blue River.
17. Reference(s) to acreage in the description of the land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

18. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the premises in question.
19. Survey prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, filed _____ and recorded in Book ___, Page ___, in the office of the Register of Deeds of Marshall County, Kansas.

Tract 2:

20. Right of Way Grant in favor of The Kansas Power Company, its successors and assigns, over Lot 6, Block 29, Railroad Addition, Waterville, Kansas, filed October 10, 1928, and recorded in [Book 209, Page 302](#), in the office of the Register of Deeds of Marshall County, Kansas.
21. Grant of Pipe Line Right of Way in favor of the City of Waterville, Marshall County, Kansas, over a portion of 16-4-6, filed October 6, 1950, and recorded in [Book 255, Page 336](#), in the office of the Register of Deeds of Marshall County, Kansas.
22. Right of Way Easement in favor of Western Light & Telephone Company, Inc., its successors and assigns, over a portion of 16-4-6, filed April 27, 1951, and recorded in [Book 255, Page 393](#), in the office of the Register of Deeds of Marshall County, Kansas.
23. Deed, Easements and Agreement in favor of The City of Waterville, Kansas, over a portion of 15-4-6, filed March 13, 1957, and recorded in [Book 270, Page 423](#), in the office of the Register of Deeds of Marshall County, Kansas.
24. Certificate of Appropriation for Beneficial Use of Water, over a portion of 15-4-6, 16-4-6 and 22-4-6, filed May 12, 1958, and recorded in [Book 273, Page 136](#), in the office of the Register of Deeds of Marshall County, Kansas.
25. Flowage Easement in favor of the United States of America and its assigns, over a portion of 15-4-6, filed October 13, 1960, and recorded in [Book 273, Page 491](#), in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

26. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, as set out in Notice of Lis Pendens, filed January 28, 1961, and recorded in [Book 273, Page 562](#), in the office of the Register of Deeds of Marshall County, Kansas.
27. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, 16-4-6 and 22-4-6, as set out in Notice of Lis Pendens, filed February 1, 1961, and recorded in [Book 273, Page 566](#), in the office of the Register of Deeds of Marshall County, Kansas.
28. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of the Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, 21-4-6 and 22-4-6, as set out in Notice of Lis Pendens, filed July 5, 1961, and recorded in [Book 273, Page 611](#), in the office of the Register of Deeds of Marshall County, Kansas.
29. Corporation Quitclaim Deed and Subordination Agreement by and between the Southwestern Bell Telephone Company and the United States of America, over a portion of 16-4-6, filed January 20, 1964, and recorded in [Book 280, Page 586](#), in the office of the Register of Deeds of Marshall County, Kansas.
30. Easement Deed by and between the City of Waterville, Kansas, and the United States of America, over a portion of 15-4-6 and 16-4-6, filed August 25, 1964, and recorded in [Book 280, Page 646](#), in the office of the Register of Deeds of Marshall County, Kansas.
31. Perpetual and assignable easement and right of way as set out in Notice of Lis Pendens, over a portion of 16-4-6, filed July 21, 1962, and recorded in [Book 283, Page 125](#), in the office of the Register of Deeds of Marshall County, Kansas.
32. Road Easement in favor of the United States of America and its assigns, over a portion of 16-4-6, filed November 21, 1962, and recorded in [Book 283, Page 170](#), in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

33. Right of Way Easement in favor of Western Light & Telephone Company, Inc., its successors and assigns, filed December 6, 1962, and recorded in [Book 283, Page 182](#), in the office of the Register of Deeds of Marshall County, Kansas.
34. Subordination Agreement by and between Western Light & Telephone Company and the United States of America, wherein it references the perpetual right, power and privilege and Easement of the United States of America to occasionally overflow, flood and submerge lands over a portion of 16-4-6, filed May 14, 1963, and recorded in [Book 283, Page 256](#), in the office of the Register of Deeds of Marshall County, Kansas.
35. Easement Deed by and between the City of Waterville, Kansas, a Municipal Corporation, and the United States of America, over a portion of the SW¹/₄ of 15-4-6, filed December 9, 1964, and recorded in [Book 283, Page 434](#), in the office of the Register of Deeds of Marshall County, Kansas.
36. Quitclaim Deed between the United States of America and Marshall County, Kansas, wherein the grantor reserves the perpetual right to flood and overflow portions of land lying below 1140 m.s.l., filed July 1, 1969, and recorded in [Book 291, at Page 562](#), in the office of the Register of Deeds of Marshall County, Kansas.
37. Notice of Contents of Order Determining and Establishing Vested Rights to Continue the Beneficial Use of Water over a portion of the SW¹/₄ of 15-4-6, filed June 20, 1978, and recorded in [Book 315, Page 27](#), in the office of the Register of Deeds of Marshall County, Kansas.
38. Certificate of Appropriation for Beneficial Use of Water, over a portion of 16-4-6, filed July 1, 1981, and recorded in [Book 325, Page 707](#), in the office of the Register of Deeds of Marshall County, Kansas.
39. Findings and Order in the Matter of the Location and the Point of Diversion under the Certificate of Appropriation Issued Pursuant to File No. 2237, over a portion of 16-4-6, filed September 8, 1981, and recorded in [Book 326, Page 410](#), in the office of the Register of Deeds of Marshall County, Kansas.
40. Assignment of Easements by Aquila, Inc., to Mid-Kansas Electric Company, LLC, over a portion of Lot 6, Block 29, Railroad Addition, Waterville, Kansas, and 16-4-6 and 22-4-6, filed April 23, 2007, and recorded in [Book 441, Page 72](#), in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

41. Assignment of Easements by Mid-Kansas Electric Company, LLC, to Prairie Land Electric Cooperative, Inc., over a portion of Lot 6, Block 29, Railroad Addition, Waterville, Kansas, and 16-4-6 and 22-4-6, filed January 10, 2008, and recorded in [Book 444, Page 883](#), in the office of the Register of Deeds of Marshall County, Kansas.
42. Findings in the Matter of Water Rights Conservation Program, Water Right, File No. 2237, over a portion of 16-4-6, filed June 14, 2013, and recorded in [Book 473, Page 309](#), in the office of the Register of Deeds of Marshall County, Kansas.
43. Report of Permanent Survey to mark the Northern boundary of Railroad Addition to the City of Waterville in the NW¼ of 22-4-6, filed August 18, 1965, and recorded in Survey [Book H, Page 153](#), in the office of the Register of Deeds of Marshall County, Kansas.
44. Plat of Survey of Lots 5,6 and 7, Block 29, Railroad Addition, Waterville, Kansas, and a tract in the NW¼ NW¼ of 22-4-6, filed April 25, 2014, and recorded in Survey [Book N, Page 260](#), in the office of the Register of Deeds of Marshall County, Kansas.
45. Easements set forth in Deed from the City of Waterville, Kansas, to Pishny Four, a Kansas Partnership, filed January 22, 1991, and recorded in [Book 357, Page 190](#), in the office of the Register of Deeds of Marshall County, Kansas.
46. Applicable items pertaining to the subject property, which are shown on [Plat of Railroad Addition](#), as recorded in the office of the Register of Deeds of Marshall County, Kansas.
47. Public roads and highways.
48. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of the Little Blue River which forms the North/Northwesterly boundary of the subject land without diminution or pollution.
49. Decrease in area, if any, of the premises in question by erosion and the consequences of any future change in the location of the Little Blue River.

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Schedule BI & BII (Cont.)

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SCHEDULE B, PART II

Exceptions (Continued)

50. Reference(s) to acreage in the description of the land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.
51. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the premises in question.
52. Survey prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, filed _____ and recorded in Book ___, Page ___, in the office of the Register of Deeds of Marshall County, Kansas.
53. Grant of Pipe Line Right of Way in favor of the City of Waterville, Marshall County, Kansas, over a portion of 16-4-6, filed October 6, 1950, and recorded in [Book 255, Page 336](#), in the office of the Register of Deeds of Marshall County, Kansas.

Tract 3:

54. Grant of Pipe Line Right of Way in favor of the City of Waterville, Marshall County, Kansas, over a portion of 16-4-6, filed October 6, 1950, and recorded in [Book 255, Page 336](#), in the office of the Register of Deeds of Marshall County, Kansas.
55. Right of Way Easement in favor of Western Light & Telephone Company, Inc., its successors and assigns, over a portion of 16-4-6, filed April 27, 1951, and recorded in [Book 255, Page 393](#), in the office of the Register of Deeds of Marshall County, Kansas.
56. Certificate of Appropriation for Beneficial Use of Water, over a portion of 15-4-6, 16-4-6 and 22-4-6, filed May 12, 1958, and recorded in [Book 273, Page 136](#), in the office of the Register of Deeds of Marshall County, Kansas.
57. Flowage Easement in favor of the United States of America and its assigns, over a portion of 15-4-6, filed October 13, 1960, and recorded in [Book 273, Page 491](#), in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

58. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, as set out in Notice of Lis Pendens, filed January 28, 1961, and recorded in [Book 273, Page 562](#), in the office of the Register of Deeds of Marshall County, Kansas.
59. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, 16-4-6 and 22-4-6, as set out in Notice of Lis Pendens, filed February 1, 1961, and recorded in [Book 273, Page 566](#), in the office of the Register of Deeds of Marshall County, Kansas.
60. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of the Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, 21-4-6 and 22-4-6, as set out in Notice of Lis Pendens, filed July 5, 1961, and recorded in [Book 273, Page 611](#), in the office of the Register of Deeds of Marshall County, Kansas.
61. Corporation Quitclaim Deed and Subordination Agreement by and between the Southwestern Bell Telephone Company and the United States of America, over a portion of 16-4-6, filed January 20, 1964, and recorded in [Book 280, Page 586](#), in the office of the Register of Deeds of Marshall County, Kansas.
62. Easement Deed by and between the City of Waterville, Kansas, and the United States of America, over a portion of 15-4-6 and 16-4-6, filed August 25, 1964, and recorded in [Book 280, Page 646](#), in the office of the Register of Deeds of Marshall County, Kansas.
63. Perpetual and assignable easement and right of way as set out in Notice of Lis Pendens, over a portion of 16-4-6, filed July 21, 1962, and recorded in [Book 283, Page 125](#), in the office of the Register of Deeds of Marshall County, Kansas.
64. Road Easement in favor of the United States of America and its assigns, over a portion of 16-4-6, filed November 21, 1962, and recorded in [Book 283, Page 170](#), in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)

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SCHEDULE B, PART II

Exceptions (Continued)

65. Right of Way Easement in favor of Western Light & Telephone Company, Inc., its successors and assigns, filed December 6, 1962, and recorded in [Book 283, Page 182](#), in the office of the Register of Deeds of Marshall County, Kansas.
66. Subordination Agreement by and between Western Light & Telephone Company and the United States of America, wherein it references the perpetual right, power and privilege and Easement of the United States of America to occasionally overflow, flood and submerge lands over a portion of 16-4-6, filed May 14, 1963, and recorded in [Book 283, Page 256](#), in the office of the Register of Deeds of Marshall County, Kansas.
67. Condemnation proceedings by the City of Waterville, Kansas, in the District Court of Marshall County, Kansas, Case No. 11,793, over a portion of 16-4-6, filed May 13, 1964, and recorded in [Book 283, Page 368](#), in the office of the Register of Deeds of Marshall County, Kansas.
68. Quitclaim Deed between the United States of America and Marshall County, Kansas, wherein the grantor reserves the perpetual right to flood and overflow portions of land lying below 1140 m.s.l., filed July 1, 1969, and recorded in [Book 291, at Page 562](#), in the office of the Register of Deeds of Marshall County, Kansas.
69. Certificate of Appropriation for Beneficial Use of Water, over a portion of 16-4-6, filed July 1, 1981, and recorded in [Book 325, Page 707](#), in the office of the Register of Deeds of Marshall County, Kansas.
70. Findings and Order in the Matter of the Location and the Point of Diversion under the Certificate of Appropriation Issued Pursuant to File No. 2237, over a portion of 16-4-6, filed September 8, 1981, and recorded in [Book 326, Page 410](#), in the office of the Register of Deeds of Marshall County, Kansas.
71. Certificate of Appropriation for Beneficial Use of Water, Water Right, File No. 34,060, over a portion of 16-4-6, filed July 10, 2002, and recorded in [Book 413, Page 233](#), in the office of the Register of Deeds of Marshall County, Kansas.
72. Assignment of Easements by Aquila, Inc., to Mid-Kansas Electric Company, LLC, over a portion of Lot 6, Block 29, Railroad Addition, Waterville, Kansas, and 16-4-6 and 22-4-6, filed April 23, 2007, and recorded in [Book 441, Page 72](#), in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

73. Assignment of Easements by Mid-Kansas Electric Company, LLC, to Prairie Land Electric Cooperative, Inc., over a portion of Lot 6, Block 29, Railroad Addition, Waterville, Kansas, and 16-4-6 and 22-4-6, filed January 10, 2008, and recorded in [Book 444, Page 883](#), in the office of the Register of Deeds of Marshall County, Kansas.
74. Findings in the Matter of Water Rights Conservation Program, Water Right, File No. 2237, over a portion of 16-4-6, filed June 14, 2013, and recorded in [Book 473, Page 309](#), in the office of the Register of Deeds of Marshall County, Kansas.
75. Report of Survey of tract for cemetery in the W¹/₂ SE¹/₄ of 16-4-6, filed December 20, 2010, and recorded in Survey [Book M, Page 430](#), in the office of the Register of Deeds of Marshall County, Kansas.
76. Public roads and highways.
77. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of the Little Blue River which forms the South/Southeasterly boundary of the subject land, without diminution or pollution.
78. Decrease in area, if any, of the premises in question by erosion and the consequences of any future change in the location of the Little Blue River.
79. Reference(s) to acreage in the description of the land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.
80. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the premises in question.
81. [Unrecorded Non-Exclusive Easement](#), dated October 20, 1988, by and between Pishny Four, a Kansas Partnership, and Brad Roepke, Gail Andersen and Glen Andersen, for the non-exclusive right of way to lay, maintain, replace and remove a pipeline for the transportation of water, together with the right of ingress and egress for purposes incident to said granted easement.
82. Survey prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, filed _____ and recorded in Book ____, Page ____, in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)	

Commitment No.: 136423

SCHEDULE B, PART II
Exceptions (Continued)

Tract 4:

- 83. 30 foot roadway from the highway over a portion of 15-4-6 as set forth in Warranty Deed, filed December 4, 1933, and recorded in [Book 222, Page 271](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 84. Right of Way Easement in favor of Western Light & Telephone Company, Inc., its successors and assigns, over a portion of 16-4-6, filed April 27, 1951, and recorded in [Book 255, Page 393](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 85. Easement for Channel Change in favor of the Board of County Commissioners of Marshall County, Kansas, over a portion of 16-4-6, filed January 25, 1955, and recorded in [Book 262, Page 370](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 86. Flowage Easement in favor of the United States of America and its assigns, over a portion of 15-4-6, filed October 13, 1960, and recorded in [Book 273, Page 491](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 87. Flowage Easement in favor of the United States of America and its assigns, over a portion of 15-4-6, filed October 25, 1960, and recorded in [Book 273, Page 505](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 88. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, as set out in Notice of Lis Pendens, filed January 28, 1961, and recorded in [Book 273, Page 562](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 89. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, 16-4-6 and 22-4-6, as set out in Notice of Lis Pendens, filed February 1, 1961, and recorded in [Book 273, Page 566](#), in the office of the Register of Deeds of Marshall County, Kansas.

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First American Title Insurance Company

Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

90. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of the Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, 21-4-6 and 22-4-6, as set out in Notice of Lis Pendens, filed July 5, 1961, and recorded in [Book 273, Page 611](#), in the office of the Register of Deeds of Marshall County, Kansas.
91. Corporation Quitclaim Deed and Subordination Agreement by and between the Southwestern Bell Telephone Company and the United States of America, over a portion of 16-4-6, filed January 20, 1964, and recorded in [Book 280, Page 586](#), in the office of the Register of Deeds of Marshall County, Kansas.
92. Easement Deed by and between the City of Waterville, Kansas, and the United States of America, over a portion of 15-4-6 and 16-4-6, filed August 25, 1964, and recorded in [Book 280, Page 646](#), in the office of the Register of Deeds of Marshall County, Kansas.
93. Road Easement in favor of the United States of America and its assigns, over a portion of 16-4-6, filed November 21, 1962, and recorded in [Book 283, Page 170](#), in the office of the Register of Deeds of Marshall County, Kansas.
94. Right of Way Easement in favor of Western Light & Telephone Company, Inc., its successors and assigns, filed December 6, 1962, and recorded in [Book 283, Page 182](#), in the office of the Register of Deeds of Marshall County, Kansas.
95. Subordination Agreement by and between Western Light & Telephone Company and the United States of America, wherein it references the perpetual right, power and privilege and Easement of the United States of America to occasionally overflow, flood and submerge lands over a portion of 16-4-6, filed May 14, 1963, and recorded in [Book 283, Page 256](#), in the office of the Register of Deeds of Marshall County, Kansas.
96. Quitclaim Deed between the United States of America and Marshall County, Kansas, wherein the grantor reserves the perpetual right to flood and overflow portions of land lying below 1140 m.s.l., filed July 1, 1969, and recorded in [Book 291, at Page 562](#), in the office of the Register of Deeds of Marshall County, Kansas.
97. Assignment of Easements by Aquila, Inc., to Mid-Kansas Electric Company, LLC, over a portion of Lot 6, Block 29, Railroad Addition, Waterville, Kansas, and 16-4-6 and 22-4-6, filed April 23, 2007, and recorded in [Book 441, Page 72](#), in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

98. Assignment of Easements by Mid-Kansas Electric Company, LLC, to Prairie Land Electric Cooperative, Inc., over a portion of Lot 6, Block 29, Railroad Addition, Waterville, Kansas, and 16-4-6 and 22-4-6, filed January 10, 2008, and recorded in [Book 444, Page 883](#), in the office of the Register of Deeds of Marshall County, Kansas.
99. Public roads and highways.
100. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of the Little Blue River which forms a portion of the Southerly boundary of the subject land, without diminution or pollution.
101. Decrease in area, if any, of the premises in question by erosion and the consequences of any future change in the location of the Little Blue River.
102. Reference(s) to acreage in the description of the land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.
103. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the premises in question.
104. [Unrecorded Non-Exclusive Easement](#), dated October 20, 1988, by and between Pishny Four, a Kansas Partnership, and Brad Roepke, Gail Andersen and Glen Andersen, for the non-exclusive right of way to lay, maintain, replace and remove a pipeline for the transportation of water, together with the right of ingress and egress for purposes incident to said granted easement.
105. Survey prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, filed _____ and recorded in Book ___, Page ___, in the office of the Register of Deeds of Marshall County, Kansas.
106. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of any creek or stream extending through the subject land, without diminution or pollution.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

Tract 5:

- 107. Deed, Easements and Agreement in favor of The City of Waterville, Kansas, over a portion of 15-4-6, filed March 13, 1957, and recorded in [Book 270, Page 423](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 108. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of the Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, 21-4-6 and 22-4-6, as set out in Notice of Lis Pendens, filed July 5, 1961, and recorded in [Book 273, Page 611](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 109. Easements set forth in Deed from the City of Waterville, Kansas, to Pishny Four, a Kansas Partnership, filed January 22, 1991, and recorded in [Book 357, Page 190](#), in the office of the Register of Deeds of Marshall County, Kansas.
- 110. Easement for Utilities, between _____ and _____, filed _____, 2023, and recorded in Book _____, Page _____, in the office of the Register of Deeds of Marshall County, Kansas.
- 111. Public roads and highways.
- 112. Reference(s) to acreage in the description of the land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.
- 113. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the premises in question.
- 114. Survey prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, filed _____ and recorded in Book ____, Page ____, in the office of the Register of Deeds of Marshall County, Kansas.

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Schedule BI & BII (Cont.)

Commitment No.: 136423

SCHEDULE B, PART II

Exceptions (Continued)

Tract 6:

115. Agreement for Joint Use of Road over a portion of 21-4-6, filed December 4, 1952, and recorded in [Book 255, Page 524](#), in the office of the Register of Deeds of Marshall County, Kansas.
116. Easement-Buried Plant in favor of Southwestern Bell Telephone Company, its successors, assigns, lessees and agents, over a portion of 21-4-6, filed February 6, 1957, and recorded in [Book 273, Page 35](#), in the office of the Register of Deeds of Marshall County, Kansas.
117. Easement-Atrial Plant in favor of Southwestern Bell Telephone Company, its successors, assigns, lessees and agents, over a portion of 21-4-6, filed March 4, 1960, and recorded in [Book 273, Page 382](#), in the office of the Register of Deeds of Marshall County, Kansas.
118. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, as set out in Notice of Lis Pendens, filed January 28, 1961, and recorded in [Book 273, Page 562](#), in the office of the Register of Deeds of Marshall County, Kansas.
119. Perpetual right, power, privilege and easement to occasionally overflow, flood and submerge tracts in connection with the operation and maintenance of the Tuttle Creek Dam and Reservoir Project, over a portion of 15-4-6, 21-4-6 and 22-4-6, as set out in Notice of Lis Pendens, filed July 5, 1961, and recorded in [Book 273, Page 611](#), in the office of the Register of Deeds of Marshall County, Kansas.
120. Grant of Permanent Easement in favor of the Secretary of Transportation of the State of Kansas, over a portion of 21-4-6, filed July 14, 2014, and recorded in [Book 479, Page 295](#), in the office of the Register of Deeds of Marshall County, Kansas.
121. Public roads and highways.
122. Rights of upper and lower riparian owner in and to the free and unobstructed flow of water of any creek or stream extending through the subject land, without diminution or pollution.

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Schedule BI & BII (Cont.)

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SCHEDULE B, PART II

Exceptions (Continued)

123. Reference(s) to acreage in the description of the land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.
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