

Transaction Identification Data for reference only:

Issuing Agent: Finley Miller Title Services, LLC
Issuing Office: Finley Miller Title Services, LLC
ALTA Universal ID: 1170271
Issuing Office File Number: 2005437
Property Address: 150th & Horned Owl Rd. Horton, KS 66439

INFORMATIONAL REPORT
Issued by
FINLEY MILLER TITLE SERVICES, LLC
SCHEDULE A

1. Commitment Date: **August 20, 2020, 7:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy

Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan 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. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **Shirley Family Farms, LLC**
5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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EXHIBIT "A"

The Northeast Quarter of Section 10, Township 4 South, Range 16 East of the 6th P.M., Brown County, Kansas, LESS a tract described as: Commencing at the Northeast corner of said quarter, thence 32 rods South; thence West 10 rods; thence North 32 rods; thence East 10 rods to beginning; The above tract is also described as the Northeast Quarter of Section 10, Township 4 South, Range 16 East of the 6th P.M., LESS about 2 acres in the Northeast corner used for graveyard purposes.

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INFORMATIONAL TITLE REPORT

Issued by

Finley Miller Title Services, LLC

SCHEDULE B 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.
 1. **Real estate taxes for the year 2019 and prior years are shown paid in full (this includes other tracts of land). The tax identification number is 1-06820.**
 2. **Furnish the insurer a current Certificate in Good Standing with the Secretary of State of the State of Kansas for Shirley Family Farms, LLC.**
 3. **Furnish the insurer a copy of the Articles of Organization and the Operating Agreement of Shirley Family Farms, LLC to determine who must sign the documents on behalf of the LLC.**
 4. **Record properly executed Warranty Deed by authorized member(s) of Shirley Family Farms, LLC, vesting fee simple title in TBD , together with a Kansas Real Estate Sales Validation Questionnaire to accompany said deed.**

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**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. **Right or claims of parties in possession not shown by the Public Records.**
3. **General Taxes for the year 2020, and all subsequent years, and special assessments due or payable therewith.**
4. **Easements, or claims of easements, not shown by Public Records.**
5. **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.**
6. **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.**
7. **Taxes, or special assessments, if any, not shown as existing liens by the Public Records.**
8. **The Company insures access only as long as the insured listed in Schedule A owns all of the land.**
9. **Rights-of-Way and easements for roadways, streets, and highways.**

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10. There appears in the chain of title a Reservation of Right of Way contained in a Warranty Deed, recorded in Book S at Page 128 in the office of the Register of Deeds of Brown County, Kansas, by the Central Branch Union Pacific Railroad Company for a two hundred foot wide area over which the track of said Railroad has been laid.
11. There appears in the chain of title a Certificate of Abandonment filed by Chicago, Rock Island and Pacific Railroad Company, for all land which constituted right of way of the Chicago, Rock Island and Pacific Railroad Company, recorded in Book 270 at Page 528 in the office of the Register of Deeds of Brown County, Kansas.
12. Terms and conditions of a Right of Way Agreement in favor of United Telephone Company, recorded in Book 281 at Page 19 in the office of the Register of Deeds of Brown County, Kansas, for the construction, operation, maintenance, replacement or removal of an underground communication system.
13. The real estate described in Schedule A is within the boundaries of the Little Delaware-Mission Creek Watershed Joint District No. 5 of Brown County, Kansas, and as a result of the same, may be subject to special assessment and taxation.
14. Order of Designation Pesticide Management Area limiting the input of Atrazine into surface water in the Delaware River Basin in Northeast Kansas filed August 11, 1992 at 8:10 A.M. and recorded in Book 345 at Pages 259-278 of the Register of Deeds Office of Brown County, Kansas.
15. Terms and conditions of a Right of Way Easement in favor of Rural Water District No. 2 Brown County, Kansas, recorded in Book 348 at Page 548-549 in the office of the Register of Deeds of Brown County, Kansas.
16. Terms and Conditions of an Oil and Gas Lease, dated September 24, 1990, filed March 1, 1991, and recorded in Book 329, Page 646-648 of the Register of Deeds Office of Brown County, Kansas. This lease is for a period of 3 years or as long thereafter as oil or gas or either of them is produced from said land. There is no release of said Oil and Gas Lease.
17. Terms and Conditions of an Oil and Gas Lease, dated July 18, 2002, filed July 31, 2002, recorded in Book 393 at Page 655-656, in the office of the Register of Deeds of Brown County, Kansas, for a period of 5 years, or as long thereafter as oil or gas or either of them is produced from said land. There is an Assignment of Oil and Gas Lease, dated February 17, 2005, recorded in Book 414 at Page 43-71 in the office of the Register of Deeds of Brown County, Kansas, in favor of Heartland Oil and Gas Corp. There is an Assignment of Overriding Royalty Interest from D. Sharpe Management, Inc., to Andrea H. Egger, recorded in Book 414 at Page 386-401 in the office of the Register of Deeds of Brown County, Kansas.

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18. **Terms and Conditions of a Paid Up Oil and Gas Lease, dated March 7, 2013, recorded in Book 463 at Page 653-654 in the office of the Register of Deeds of Brown County, Kansas, for a period of 5 years, or as long thereafter as oil or gas or either of them is produced from said land. Said Oil and Gas Lease was assigned by an Assignment of Oil and Gas Leases, dated December 31, 2014, and recorded in Book 471 at Page 622-626 in the office of the Register of Deeds of Brown County, Kansas.**

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