

SCHEDULE A

ALTA Commitment

FILE NO.: 2310212

1. Commitment Date: **December 20, 2023, at 8:00 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:
 - (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, **Fee Simple** at the Commitment Date vested in: **SMITH FARMS, INC.,**
5. The Land is described as follows:
The Southwest Quarter (SW/4) of Section Twelve (12), Township Twenty-eight (28) South, Range Twenty-eight (28) West of the 6th P.M.,
and
The Southeast Quarter (SE/4) of Section Twelve (12), Township Twenty-eight (28) South, Range Twenty-eight (28) West of the 6th P.M.,
All in Gray County, Kansas.

Issued through the Office of:

HIGH PLAINS TITLE, LLC
107 GUNSMOKE, P. O. BOX 878
DODGE CITY, KANSAS 67801

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signature MITCH L. LITTLE

By



President

Attest



Secretary

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.

Schedule B-I

ALTA Commitment

Requirements

FILE NO.: 2310212

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. **Execute and record proper WARRANTY DEED. Executed by Smith Farms, Inc., to (To Be Determined)**
(Kansas Real Estate Sales Validation Questionnaire must accompany said Deed)
6. **Furnish company with RESOLUTION from Smith Farms, Inc., authorizing the execution and delivery of all instruments necessary for the consummation of this transaction by the proper officers.**
Along with a copy of the Certification of Good Standing with the State of Kansas.
7. **Any defect, liens, encumbrance, adverse claim, or other matter related to the inaccessibility of the Kansas appellate and district court records.**
We reserve the right of make additional requirements, and/or exceptions.
Execute and furnish company with Indemnity Agreement/Gap Affidavit.

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Schedule B-II

ALTA Commitment

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.
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey
 - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.
3. **Taxes and special assessments for 2023 and subsequent years, not yet due and payable.**
(For Information Only: Tax I.D.#GA02150: GA02140)
4. **Except and subject to rights of way and easements for roadways, streets, highways and railways.**
5. **This policy does not insure against loss or damage as a result of the denial or impairment of access over the existing roadways and railways to the insured premises.**
6. **The square footage or acreage shown on Schedule "A" is neither insured nor guaranteed, but shown for description only.**
7. **Except and subject to any mineral rights, interest and reservations of record, if any, including Oil and Gas Leases, Assignments, Memorandum's, and interest of record, if any, regarding minerals whatsoever, and all other matters thereto.**
8. **Except and subject to railroad rights of way, switch tracts, spur tracts, electric and telephone transmission lines; and to include any and all wind, wind towers and easements; and all other easements, if any over the premises.**
9. **Except and subject to any portion of the property within any public road.**
10. **Except and subject to any interest outstanding of record, in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases, easements, memorandum's and ratifications.**
11. **Including and subject to any Wind, Memorandum's, Easements, Amendments, Ratification, and or Development Plans.**

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12. Except and subject to any unrecorded Farm Leases and Water Certificates located upon subject property, if any.
13. Subject to RIGHT OF WAY. Dated February 14, 1931. Executed by Albert E. Smith and Clara Smith, his wife and The Kansas Power Company, its successors and/or assigns. Filed August 6, 1931 at 8:00 A.M., Recorded in Book 50 at Page 347
14. Subject to RIGHT OF WAY EASEMENT. Dated July 3, 1961. Executed by Bonnie Claire Feldman and Western Light & Telephone Company, its successors and/or assigns. Filed April 5, 1962 at 1:00 P.M., Recorded in Book 60 at Page 22.
15. Subject to RIGHT OF WAY EASEMENT. Dated February 10, 1975. Executed by Bonnie Claire Feldman, Burris L. Smith and Mary Anne Smith and Western Power Division of Central Telephone & Utilities Corp. Filed March 19, 1975 at 1:30 P.M., Recorded in Book 67 at Pages 616
Filed March 19, 1975 at 1:30 P.M., Recorded in Book 67 at Page 599
ASSIGNMENT OF EASEMENT. Filed April 6, 2007 at 10:00 A.M., Recorded in Book 95 at Page 114
ASSIGNMENT OF EASEMENT. Filed January 10, 2008 at 2:20 P.M., Recorded in Book 96 at Page 309
ASSIGNMENT OF EASEMENT. Filed July 31, 2009 at 9:50 A.M., Recorded in Book 97 at Page 348

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Tract # 11
3 poles

Check #

Form 127 (Revised 2-60)

RIGHT OF WAY EASEMENT

THE GRANTORS, Bonnie Claire Feldman

in consideration of one DOLLARS (\$ 1.00) in hand paid by

WESTERN LIGHT & TELEPHONE COMPANY, Inc., a Kansas Corporation,

do hereby convey and warrant unto said WESTERN LIGHT & TELEPHONE COMPANY, Inc., its suc-

cessors and assigns, the right and easement to erect, maintain and operate a line of poles, wire and attachments upon and across certain lands owned by the Grantor in Section 12, Township 28S, Range 28W,

County of Gray, State of Kansas; the location of said line over and across said lands being

described as follows, to-wit: Across the southwest one-quarter (SW¹/₄) section 12, township 28S,

range 28W, Gray County. The center of the pole line shall be approximately one foot

south and parallel to the south right of way line of U. S. Highway 56 exclusive of roads,

public highway, rights of way as they now exist or may be hereafter changed or altered

STATE of KANSAS, Gray County
This instrument was filed for record on
the 5 day of July A. D. 1961
at 1:00 P.M. and duly Recorded in Book
50 on page 22
Maddeline Hood
Register of Deeds

and as further identified by the erection or installation of poles, wires and attachments

The easement hereby granted includes the right to transmit electrical energy

over said line and to enter upon said premises for the purpose of erecting said poles, wire and

attachments, and repairing or removing same, and the right to trim or remove such

trees as interfere with said construction and operation.

The acceptance of this easement by WESTERN LIGHT & TELEPHONE COMPANY, Inc. shall obligate it to pay any damages which may be caused to crops and fences from the building of said line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be selected by the Grantor, or the heirs or assigns of the Grantor, another by WESTERN LIGHT & TELEPHONE COMPANY, Inc., its successors or assigns; and the third by the two so selected as aforesaid. The award of such persons, or a majority of them, to be final and conclusive.

WITNESS the hand and seal of the Grantor; this 3rd day of July, 1961.

WITNESSED BY:

[Signature]

[Signature] (SEAL)
Bonnie Claire Feldman

(SEAL)
(SEAL)

STATE N.M. } ss.
COUNTY OF Lea

On this 3 day of July, 1961, before me a Notary Public in and for said County in the State aforesaid, personally appeared Bonnie Claire Feldman and [Signature] who executed the foregoing instrument, and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.



Mary Ann Hunt
Notary Public

RIGHT OF WAY EASEMENT

THE GRANTORS, Bonnie Claire Feldman, Burris L. Smith, Mary Anne Smith

in consideration of Five Hundred Sixty Eight ^{2nd} ^{11/00} DOLLARS (\$568⁰⁰)

in hand paid by WESTERN POWER DIVISION of Central Telephone & Utilities Corporation, a Kansas Corporation Great Bend
Kansas do hereby convey and warrant unto said WESTERN POWER DIVISION of Central Telephone & Utilities

Corporation, its successors and assigns, the right and easement to erect, maintain and operate a line of "H" frame structures SW/4
upon and across certain lands owned by the Grantor in Section 12, Township 28S, Range 28W

County of Gray, State of Kansas; the location of said line over and across said lands being described as follows, to-wit:

Enter approximately at the Northwest Corner (NW/c) of the Southwest Quarter (SW/4) thence, east approximately on or along the North Property Line (one-half Section Line) leaving the land of the grantor approximately at the apparent Northeast Corner (NE/c) of the North Half of the Southwest Quarter (N2 SW/4).

STATE OF KANSAS, Gray County
This instrument was filed for record on the 19 day of Mar, A.D. 1975 at 1:30 P.M. and duly Recorded in Book 67 on Page 616-617
Maddeline Hood
Register of Deeds

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and as further identified by the erection or installation of said "H" frame structures and lines

The easement hereby granted includes the right to transmit electrical energy over said line and to enter upon said premises for the purpose of erecting, maintaining, repairing or removing same, and the right to trim or remove such trees and obstructions as interfere with said construction and operation and said grantees are hereby specifically given the right to remove or trim all trees that they deem necessary for the erection and maintenance of said transmission line for a distance of fifty (50) feet each way from the center point of said transmission line, when erected.

The acceptance of this easement by WESTERN POWER DIVISION of Central Telephone & Utilities Corporation, shall obligate it to pay any damages which may be caused to crops and fences from the building of said line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be selected by the Grantor, or the heirs or assigns of the Grantor, another by WESTERN POWER DIVISION of Central Telephone & Utilities Corporation, its successors or assigns; and the third by the two so selected as aforesaid. The award of such persons, or a majority of them, to be final and conclusive.

WITNESS the hand and seal of the Grantor, this 10th day of February, 1975

WITNESSED BY:

Bonnie Claire Feldman
Bonnie Claire Feldman
Burris L. Smith
Burris L. Smith
Mary Anne Smith
Mary Anne Smith

STATE OF Texas }
COUNTY OF Midland } ss.

On this 10 day of February, 1975, before me a Notary Public in and for the said County in the State aforesaid, personally appeared BURRIS L. SMITH and Bonnie Claire Feldman who executed the foregoing

instrument, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Billy J. Wilson
Notary Public



RIGHT OF WAY EASEMENT

THE GRANTORS, Blanche Smith, Bonnie Claire Smith Feldman, Burris L. Smith
Mary Ann Smith

in consideration of Four Hundred Seventy Four ³⁴/₁₀₀ DOLLARS (\$474.⁰⁰)

in hand paid by WESTERN POWER DIVISION of Central Telephone & Utilities Corporation, a Kansas Corporation Great Bend
Kansas do hereby convey and warrant unto said WESTERN POWER DIVISION of Central Telephone & Utilities

Corporation, its successors and assigns; the right and easement to erect, maintain and operate a line of "H" frame structures
SE/4
upon and across certain lands owned by the Grantor in Section 12, Township 28S, Range 28W

County of Gray, State of Kansas; the location of said line over and across said lands being described as follows, to-wit:

Enter approximately at the Northwest Corner (NW/c) of the North Half of the Southeast Quarter (N/2 SE/4) thence, east approximately on or along the north property line (one-half section line) approximately Two Thousand and One Hundred feet (2100') thence, east by north east leaving the land of the grantor approximately One Hundred and Fifty feet (150') west of the apparent Northeast Corner (NE/c) of the North Half of the Southeast Quarter (N/2 SE/4).

and as further identified by the erection or installation of said "H" frame structures and lines

The easement hereby granted includes the right to transmit electrical energy over said line and to enter upon said premises for the purpose of erecting, maintaining, repairing or removing same, and the right to trim or remove such trees and obstructions as interfere with said construction and operation and said grantees are hereby specifically given the right to remove or trim all

trees that they deem necessary for the erection and maintenance of said transmission line for a distance of fifty (50) feet each way from the center point of said transmission line, when erected.

The acceptance of this easement by WESTERN POWER DIVISION of Central Telephone & Utilities Corporation, shall obligate it to pay any damages which may be caused to crops and fences from the building of said line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be selected by the Grantor, or the heirs or assigns of the Grantor, another by WESTERN POWER DIVISION of Central Telephone & Utilities Corporation, its successors or assigns; and the third by the two so selected as aforesaid. The award of such persons, or a majority of them, to be final and conclusive.

WITNESS the hands and seals of the Grantor 1, this 19th day of February, 1975

WITNESSED BY:
[Signature]

Blanche Smith
Blanche Smith
Bonnie Claire Feldman
Bonnie Claire Smith Feldman
Burris L. Smith
Burris L. Smith
Mary Ann Smith
Mary Ann Smith

STATE OF Kansas
COUNTY OF Reno ss.

On this 9th day of February, 1975, before me a Notary Public in and for the said County in the State aforesaid, personally appeared Blanche Smith and _____ who executed the foregoing

instrument, and acknowledged that _____ signed, sealed and delivered said instrument as _____ free and voluntary act for the uses and purposes therein set forth.

My Commission Expires Aug 13, 1978

