

SCHEDULE A

ALTA Commitment

FILE NO.: 2310215

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 NINETEEN (19), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-EIGHT (28) WEST OF THE 6TH P.M., 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

Attest



President
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.: 2310215

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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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section I

AMERICAN
LAND TITLE
ASSOCIATION



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.#AA03960)
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.**

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11. Including and subject to any Wind, Memorandum's, Easements, Amendments, Ratification, and or Development Plans.
12. Except and subject to any unrecorded Farm Leases and Water Certificates located upon subject property, if any.
13. Subject to CERTIFICATE OF APPROPRIATION FOR BENEFICIAL USE OF WATER. Water Right File No., 22,944; Priority Date September 9, 1974. Executed by State Board of Agriculture, Division of Water Resources. Filed February 4, 1999 at 9:25 A.M., recorded in Book 97 at Pages 372-373.

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STATE BOARD OF AGRICULTURE

Harland E. Priddle, Secretary

DIVISION OF WATER RESOURCES

David L. Pope, Chief Engineer-Director

**CERTIFICATE OF APPROPRIATION
FOR BENEFICIAL USE OF WATER**

WATER RIGHT, File No. 22,944

PRIORITY DATE September 9, 1974

I hereby certify that this instrument is a true and correct copy of the original as purported.
Dated at Garden City, Kansas this 7 day of Sept, 1974.
[Signature]
DIVISION OF WATER RESOURCES
KANSAS DEPARTMENT OF AGRICULTURE

WHEREAS, It has been determined by the undersigned that construction of the appropriation diversion works has been completed, that water has been used for beneficial purposes and that the appropriation right has been perfected, all in conformity with the conditions of approval of the application pursuant to the water right referred to above and in conformity with the laws of the State of Kansas,

NOW, THEREFORE, Be It Known that DAVID L. POPE, the duly appointed, qualified and acting Chief Engineer-Director of the Division of Water Resources of the Kansas State Board of Agriculture, by authority of the laws of the State of Kansas, and particularly K.S.A. 82a-714, does hereby certify that, subject to vested rights and prior appropriation rights, the appropriator is entitled to make use of groundwater in the drainage basin of the Arkansas River to be withdrawn by means of a well located near the center of the Southwest Quarter (SW₄) of Section 19, more particularly described as being near a point 1,340 feet North and 3,970 feet West of the Southeast Corner of said section, in Township 26 South, Range 28 West, Gray County, Kansas, at a diversion rate not in excess of 850 gallons per minute (1.89 c.f.s.) and in a quantity not to exceed 272 acre-feet per calendar year for irrigation use on the following described property:

- 34 acres in the Northeast Quarter of the Southwest Quarter (NE₄ SW₄),
- 34 acres in the Northwest Quarter of the Southwest Quarter (NW₄ SW₄),
- 34 acres in the Southwest Quarter of the Southwest Quarter (SW₄ SW₄),
- 34 acres in the Southeast Quarter of the Southwest Quarter (SE₄ SW₄),

a total of 136 acres in Section 19, Township 26 South, Range 28 West, Gray County, Kansas.

The appropriator shall maintain, in an operating condition satisfactory to the Chief Engineer-Director, all check valves installed for the prevention of chemical or other foreign substance pollution of the water supply.

RECEIVED
JAN 19 1974

Revised 3-1-83
DWR 1-400Division of Water Resources
GARDEN CITY

(OVER)

MICROFILMED

I hereby certify that this instrument is a true and correct copy of the original as purported. Dated at Garden City, Kansas this 3 day of February, 1983. David L. Pope, Chief Engineer-Director, Division of Water Resources, Kansas Department of Agriculture.

The appropriator shall maintain records from which the quantity of water actually diverted during each calendar year may be readily determined. Such records shall be furnished to the Chief Engineer-Director by March 1 of each year following.

The appropriation right as perfected is appurtenant to and severable from the land herein described.

The appropriation right shall be deemed abandoned and shall terminate when without due and sufficient cause no lawful beneficial use is made of water under this appropriation for three (3) successive years.

The right of the appropriator shall relate to a specific quantity of water and such right must allow for a reasonable raising or lowering of the static water level and for the reasonable increase or decrease of the stream flow at the appropriator's point of diversion.

IN WITNESS WHEREOF, I have hereunto set my hand at my office at Topeka, Kansas, this 29th day of December, 1983.



Signature of David L. Pope, Chief Engineer-Director, Division of Water Resources, Kansas State Board of Agriculture.

STATE OF KANSAS, Shawnee County, ss.

The foregoing instrument was acknowledged before me this 29th day of December 1983, by David L. Pope, P.E., Chief Engineer-Director, Division of Water Resources, Kansas State Board of Agriculture.



Signature: Sara Arbaiza, Notary Public.

My appointment expires October 29, 1988.

(Record in the Office of Register of Deeds in the county or counties wherein the point of diversion is located)

WATER APPROPRIATION CERTIFICATE

No. 10,336

STATE OF KANSAS

Water Right, File No. 22,944.

STATE OF KANSAS, May COUNTY, ss. Filed for record this 14th day of February, 1983 at 9:25 o'clock: A m. and recorded in Book 87 Page 372-313 Fee \$ 5.00. Barbara J. Northrup, Register of Deeds.