

Agents

NATIONAL TITLE

Transaction Identification Data for reference only:

Issuing Agent:
Commitment No.: KS-20836452-CJ-1-A
Issuing Office File No.: 202202023
Property Address: 00000 E. 197th St., Scranton, KS 66537

SCHEDULE A

1. Commitment Date: February 8, 2022 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: A buyer to be determined
Proposed Policy Amount: \$0.00
3. The estate or interest in the land described or referred to in this Commitment and covered herein is
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the effective date hereof vested in:

Trustee of the Amended & Restated Gerald D. Marten Revocable Trust dated April 24, 2014, as to an undivided 1/2 interest and

Trustee of the Gerald D. Marten Revocable Trust dated August 28, 1997, as to an undivided 1/2 interest
5. The land referred to in this Commitment is described as follows:

The Northwest 1/4 and the West 1/2 of the Southwest 1/4 of Section 32, in Township 15 South, Range 16 East of the 6th P.M., in Osage County, Kansas.

AdVanced Title, LLC

Authorized Signature or Signatory

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ALTA Commitment Form - Schedule A
CF001 KS (10-2017)



202202023

Agents

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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. We require proof of payment of taxes for the last half of the year 2021. (Please send us a copy of the paid tax receipt).
6. We require a Trustee's Deed be properly executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by the Trustee(s) of the Amended and Restated Gerald D. Marten Revocable Trust dated April 24, 2014 to A buyer to be determined conveying subject land.
7. We require a Trustee's Deed be properly executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by the Trustee(s) of the Gerald D. Marten Revocable Trust dated August 28, 1997 to A buyer to be determined conveying subject land.
8. If AdVanced Title, LLC is closing this transaction, we will only accept Cashier's Checks, Certified Checks or Wired Funds. Wiring Instructions will be provided upon request. Wired Funds must be in our Escrow Account prior to disbursement of funds.

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ALTA Commitment Form - Schedule B - Part I
CF001 KS (10-2017)



202202023



SCHEDULE B, PART II Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Lien of taxes for the last half of the year 2021 and all subsequent years. Taxes for the first half of the year 2021 and prior years are paid in full. Amount of 2021 taxes: \$3,070.60. Amount of 2021 taxes due on or before May 10, 2022: \$1,535.30. Tax ID No. 07441.
8. Subject to Right-of-Way Easement in favor of Rural Water District No. 5, Osage County, Kansas, recorded August 23, 1967 in the Office of the Register of Deeds of Osage County, Kansas in Book M 6, page 620, shown at Exhibit "A", as to the NW 1/4.
9. Subject to Deed of Easement recorded April 10, 1962 in the Office of the Register of Deeds of Osage County, Kansas in Book 38 Misc., page 431, shown at Exhibit "B", as to the SW 1/4.
10. Subject to Right-of-Way Easement in favor of Rural Water District No. 5, Osage County, Kansas, recorded December 23, 1996 in the Office of the Register of Deeds of Osage County, Kansas in Book M 78, page 67, shown at Exhibit "C", as to the SW 1/4.

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ALTA Commitment Form - Schedule B - Part II
CF001 KS (10-2017)



202202023

SCHEDULE B - PART II

(Continued)

11. Subject to the Regulations imposed by the State of Kansas which contains provisions for the control of sewage disposal, water supplies and refuse handling practices and which is adopted under the provisions of K.S.A. 19-3701 through K.S.A. 19-3708 as recorded February 11, 1970 in the Office of the Register of Deeds of Osage County, Kansas in Book M 10 at page 196, which established the Boundaries of the Pomona Reservoir Sanitation Zone and which includes the land described herein.
12. Subject to easements and rights of way for highways, streets and roads.
13. Subject to Osage County Comprehensive Plan Update - 1983 Zoning Regulations, Subdivision Regulations, recorded March 2, 1984 in the Office of the Register of Deeds of Osage County, Kansas in Book M 41 at page 926 and all amendments thereto.

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ALTA Commitment Form - Schedule B - Part II
CF001 KS (10-2017)



202202023

Exhibit "A" consisting of 1 page

Martin Masenthin, :
a single person, :
et al., :
TO : DEED OF EASEMENT
United States of :
America :

Filed for Record Apr. 10, A.D.
1962 at 8:45 o'clock A.M.
Oliver L. Green
Register of Deeds

38112
19 471

Trs Nos E-514E & E-517E
Pomona Dam & Reservoir

DEED OF EASEMENT

THIS INDENTURE, made this 9th day of April, A.D., 1962, between Martin Masenthin, a single person, of Osage County, State of Kansas, Carl Masenthin, a single person, of Osage County, State of Kansas, and Olga Masenthin, a single person, of Osage County, State of Kansas, for themselves, their heirs, executors, administrators, successors, and assigns (hereinafter referred to as the Grantors), and the United States of America and its assigns (hereinafter referred to as the Government):

WITNESSETH: That the Grantors for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), The receipt and sufficiency of which are hereby acknowledged, hereby grant, bargain, and convey unto the Government a perpetual and assignable easement and right-of-way in, on, over, and across the following-described tracts of land, for the location, construction, operation, maintenance, replacement and/or removal of roads and highways and appurtenances thereto; together with the right to trim, cut, fell and remove underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way:

The south 40 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, and the north 20 feet of the south 60 feet of the east 996.42 feet of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 15 South, Range 16 East of the Sixth Principal Meridian, Osage County, Kansas; and,

The south 40 feet of the S $\frac{1}{4}$ SE $\frac{1}{4}$, and the north 10 feet of the south 50 feet of the west 1000 feet of the east 1637.6 feet of said S $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 15 South, Range 16 East of the Sixth Principal Meridian, Osage County, Kansas, containing, in the aggregate, 4.33 acres, more or less, subject to existing easements for public roads and highways, for public utilities, for railroads and pipelines.

(U.S. REVENUE STAMPS \$1.10)

RESERVING, HOWEVER, to the Grantors, their heirs, executors, administrators, successors, and assigns, all right, title, interest, and privilege as may be used and enjoyed without interfering with or abridging the rights hereby conveyed to the Government.

For the consideration recited above, the Grantors agree to abide by the following covenant which shall run with the land:

That the payment by the Government of the consideration recited above shall constitute full fair value and full compensation to the Grantors for the easement and rights granted herein, whether such easement and rights shall be exercised by the Government or by any of its grantees, and the Grantors expressly release and relinquish any and all claims against any of the aforesaid for further or future payment of consideration for the aforesaid easement and rights granted herein.

TO HAVE AND TO HOLD the above-described easement and rights unto the Government in perpetuity.

The Grantors covenant and agree to pay all taxes and assessments on the above-described property promptly when due and to warrant and defend the title to said easement and rights against the lawful claims of all persons whomsoever for the full term of this easement and rights.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on the day and year first above written.

/s/ Martin Masenthin (SEAL)
MARTIN MASENTHIN

/s/ Carl Masenthin (SEAL)
CARL MASENTHIN

/s/ Olga Masenthin (SEAL)
OLGA MASENTHIN

Exhibit "B" consisting of 1 page

STATE OF KANSAS)
) SS.
OSAGE COUNTY)

BE IT REMEMBERED, that on this 9th day of April, A.D., 1962, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Martin Masenthin, Carl Masenthin, and Olga Masenthin, all single persons, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

(NOTARIAL SEAL)
Term expires June 1, 1964.

R.E. Rodgers
Notary Public

Form FHA-KS 442-5
(Rev. 2-17-65)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Gerald D. Marten and Lois E. Marten, his wife,
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water District
No. 5, Osage County, Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove

one water pipeline and appurtenances thereto

over and across the following land owned by Grantor in OSAGE County, State of Kansas

The West 1/2 of the Southwest 1/4 of Section 32, Township 15 South, Range 16 East
of the 6th P.M.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 30 feet in width, the center line thereof to be located across said land as follows:

along the center of the pipeline as laid in place.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners
of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

Install two pasture meters with hydrants at no cost to the landowner.

ORIGINAL COMPARED WITH RECORD

IN WITNESS WHEREOF the said Grantors have executed this instrument this 17th day of December

19 96



STATE OF KANSAS } SS
County of Osage

This instrument Filed for Record this 23rd day of December A.D. 1996
at 11:00 o'clock A. M., and duly
recorded in Vol. M 78 Page 67

STATE OF KANSAS

COUNTY OF OSAGE

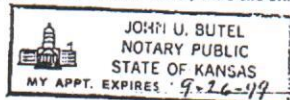
SS.

John U. Butel
Notary Public

Gerald D. Marten
Gerald D. Marten
Lois E. Marten
Lois E. Marten

BE IT REMEMBERED, that on this 17th day of December, 19 96, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Gerald D. Marten and Lois E. Marten, his wife,
who are personally known to me to be the same person S who executed the within instrument of writing and
such person S duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



My commission expires:

John U. Butel
Notary Public

\$6.00 C/JG

12/31/96

FHA-KS 442-5 (Rev. 2-17-65)

Exhibit "C", consisting of 1 page