



# CHICAGO TITLE INSURANCE COMPANY

## ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO 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 EXTRA CONTRACTUAL 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, Chicago Title Insurance Company, a 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

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- e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
  - f. Schedule B, Part II-Exceptions.
  - 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.

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- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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.
- 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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The Crawford County Abstract Company, LLC

By: Channar Ona  
The Crawford County Abstract Company,  
LLC

Chicago Title Insurance Company

By: Michael J. Nolan  
Michael J. Nolan  
President

ATTEST: Marjorie Nemzura  
Marjorie Nemzura  
Secretary

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: The Crawford County Abstract Company, LLC
Issuing Office: 315 N. Broadway, Pittsburg, KS 66762, 106 W Forest, Girard, KS 66743
Issuing Office's ALTA® Registry ID: 0001153

Loan ID No.:
Commitment No.: T-32335
Issuing Office File No.: T-32335
Property Address: , McCune, KS 66753
Revision No.:

SCHEDULE A

- 1. Commitment Date: March 23, 2026 at 07:00 AM
2. Policy to be issued:
a. ALTA Own Policy 7/1/21
Proposed Insured: (TBD)• Purchase (owner): "Proposed purchaser under the contract for the sale of the Land with the vested owner identified in Item 4 below."
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
b. ALTA Loan Policy 7/1/21
Proposed Insured: (TBD)• Purchase (lender): "Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above."
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Tracts I, II & III: Pittsburg Rental Properties, LLC Tract IV: Laguna Pearl, LLC a Delaware Limited Liability Company Tracts V & VI: Pittsburg Rental Properties, LLC and Equity Trust Company Custodian FBO Wesley J. Sandness IRA Tract VII: Equity Trust Company Custodian FBO Kathleen M. Sandness IRA and Equity Trust Company Custodian FBO Todd W. Sandness.
5. The Land is described as follows:
Located in the County of Cherokee State of Kansas:

Tract I: The Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Thirty-One (31), Range Twenty-Two (22) East of the Sixth Principal Meridian, Cherokee County, Kansas, according to the United States Government Survey thereof.

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(T-32335.PFD/T-32335/14)

**SCHEDULE A**  
(Continued)

Commitment No.: T-32335

File No. T-32335

Tract II: The Southeast Quarter (SE/4) in Section Thirty-Five (35), Township Thirty-One (31), Range Twenty-Two (22) East of the Sixth Principal Meridian, Cherokee County, Kansas, according to the United States Government Survey thereof.

Tract III: The Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Thirty-One (31), Range Twenty-Two (22) East of the Sixth Principal Meridian, Cherokee County, Kansas, according to the United States Government Survey thereof.

Tract IV: The Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Thirty-One (31), Range Twenty-Two (22), East of the Sixth Principal Meridian, Cherokee County, Kansas, according to the United States Government Survey thereof.

AND;

The East Half (E/2) of Section Thirty-Six (36), Township Thirty-One (31), Range Twenty-Two (22), East of the Sixth Principal Meridian, Cherokee County, Kansas, according to the United States Government Survey thereof.

Tract V: The Northwest Quarter (NW/4) of Section Twenty-Five (25), Township Thirty-One (31), Range Twenty-Two (22), Cherokee County, Kansas, according to the United States Government Survey thereof.

Tract VI: The East Half (E/2) of the Northeast Quarter (NE/4) in Section Thirty-Five (35), Township Thirty-One (31), Range Twenty-Two (22), Cherokee County, Kansas, according to the United States Government Survey thereof.

Tract VII: The Southeast Quarter (SE/4) of Section Twenty-Five (25), Township Thirty-One (31) South, Range Twenty-Two (22) Cherokee County, Kansas, according to the United States Government Survey thereof.

CHICAGO TITLE INSURANCE COMPANY

By:

  
The Crawford County Abstract Company,  
LLC

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B, PART I - Requirements

Commitment No.: T-32335

File No. T-32335

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. Affidavit and Indemnity Agreement to be executed by owner(s) giving names and addresses of all persons, firms and corporations having furnished labor and/or materials prior to recordation of Deed/Mortgage.
6. Right, title and interest in and to any manufactured housing unit or mobile home located on insured parcel. THE LAND DESCRIBED IN THIS COMMITMENT/POLICY SHALL NOT BE DEEMED TO INCLUDE ANY HOUSE TRAILER OR MOBILE/MANUFACTURED HOME LOCATED ON THE LAND.
7. IF there is a transfer of title, a fully executed, original Certificate of Value must be submitted with all deeds and instruments transferring title.
8. Tract I: Taxes for the 2nd Half of the fiscal year of 2025 are UNPaid. (Note: Taxes for the year 2025 were \$410.58 Tax Parcel (#047250000003000) Tract II: Taxes for the 2nd Half of the fiscal year of 2025 are UNPaid. (Note: Taxes for the year 2025 were \$436.68 Tax Parcel (#047350000001000) Tract III: Taxes for the 2nd Half of the fiscal year of 2025 are UNPaid. (Note: Taxes for the year 2025 were \$604.98 Tax Parcel (#0473600000020100) Tract IV: Taxes for the fiscal year of 2025 are UNPaid. (Note: Taxes for the year 2025 were \$4,990.24 Tax Parcel (#047360000002000) Tract V: Taxes for the 2nd Half of the fiscal year of 2025 are UNPaid. (Note: Taxes for the year 2025 were \$450.80 Tax Parcel (#0472500000030100) Tract VI: Taxes for the fiscal year of 2021 and 2025 are UNPaid. (Note: Taxes for the year 2025 were \$223.80 Tax Parcel (#0473500000010100) Tract VII: Taxes for the fiscal year of 2021 and 2025 are UNPaid. (Note: Taxes for the year 2025 were \$461.20 Tax Parcel (#0472500000030200)
9. Tracts I, II & III: Obtain and submit for recording a Properly Executed Warranty Deed from Pittsburg Rental Properties, LLC, a Kansas Limited Liability Company to TBD
10. Tract IV: Obtain and submit for recording a Properly Executed Warranty Deed from Laguna Pearl, LLC a Delaware Limited Liability Company Tracts to TBD
11. Tracts V & VI: Obtain and submit for recording a Properly Executed Warranty Deed Pittsburg Rental Properties, LLC and Equity Trust Company Custodian FBO Wesley J. Sandness IRA to TBD
12. Tracts VII: Obtain and submit for recording a Properly Executed Warranty Deed from : Equity Trust Company Custodian FBO Kathleen M. Sandness IRA and Equity Trust Company Custodian FBO Todd W. Sandness to TBD
13. Tracts I, II, III, IV: Obtain and submit for recording a Properly Executed Mortgage Release of Mortgage from FirstAm Twenty-five 351821, LLC; Wesley J. Sandness aka W.J. Sandness and Kathleen M. Sandness, husband and wife to Frontier Farm Credit,

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**SCHEDULE B**  
(Continued)

Commitment No.: T-32335

File No. T-32335

FLCA dated 12/27/2004 and recorded 12/7/2004 in Book 324 at Page 575, in the office of the Register of Deeds of Cherokee County, Kansas.

14. Furnish for examination an authentic copy of the operating agreement and the articles of organization and any amendments for Pittsburg Rental Properties, LLC a Kansas Limited Liability Company
15. Any instrument to be executed by the limited liability company must (a) be signed by all the members if management has been retained by the members, or by such managers or other person as provided in the operating agreement, if said document creates a lower approval threshold.
16. Furnish for our examination the certificate of good standing filed with the Secretary of State for Pittsburg Rental Properties, LLC a Kansas Limited Liability Company
17. Furnish for examination an authentic copy of the operating agreement and the articles of organization and any amendments for Laguna Pearl, LLC a Delaware Limited Liability Company
18. Any instrument to be executed by the limited liability company must (a) be signed by all the members if management has been retained by the members, or by such managers or other person as provided in the operating agreement, if said document creates a lower approval threshold.
19. Furnish for our examination the certificate of good standing filed with the Secretary of State for Laguna Pearl, LLC a Delaware Limited Liability Company
20. We require the operating documents, resolution documents, and bylaws for Equity Trust Company Custodian FBO Wesley J. Sandness IRA.
21. We require the operating documents, resolution documents, and bylaws for Equity Trust Company Custodian FBO Kathleen M. Sandness IRA and Equity Trust Company Custodian FBO Todd W. Sandness.
22. A. Unknown Lender: "For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured."
23. B. Unknown Buyer: "For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured."  
"The application for our title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for public record documents ejecting the prospective purchaser, including, but not limited to, judgments, state tax liens, federal tax liens and federal non-revenue liens, if any. If the prospective purchaser is an entity, including, but not limited to, a corporation, limited liability company, partnership, limited partnership or trust, certain additional requirements may be necessary."
24. C. Unknown Policy Amount: "The Proposed Amount of Insurance must be increased to the full value of the estate or interest being insured, and any addition premium must be paid. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the Land as collateral.  
Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved."

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**SCHEDULE B**  
(Continued)

Commitment No.: T-32335

File No. T-32335

"The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this Commitment, the amount of the requested Policy will be assumed to be \$5000.00, and the total liability of the Company on account of this Commitment shall not exceed that amount, until such time as the actual amount of the Policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable charges for same shall have been paid"

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**SCHEDULE B**  
(Continued)

Commitment No.: T-32335

File No. T-32335

**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment 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. Rights, titles or claim to any manufactured housing unit considered personal property located on subject parcel.
8. Taxes for the year 2026 and all subsequent years.
9. Tracts I, II, III, IV: An easement for Right of Way granted To Geo. E. Nettles in the document recorded October 6, 1945 as Book P of Lease & Agreements, at Page 94 of Official Records.
10. Tracts I, II, III, IV: An easement for Pole Line Permit granted to The Empire District Electric Company in the document recorded October 8, 1940 as Book 10 of Miscellaneous, at Page 126 of Official Records.
11. Tracts I, II, III, IV: An easement for Right of Way granted to Rural Water District No 6 in the document recorded June 23, 1971 as Book V of Lease & Agreements at Page 464 and at Page 489 of Official Records.
12. Tracts I, II, III, IV: Acquisition of Rural Water District of No 6 by No 5 as set out in the document recorded May 20, 2014, in Book 486 at Page 165 of Official Records.
13. Tracts I, II, III, IV: Subject to Mineral Reserves and Interests of Record, including, but not limited to, those portion conveyed on Deed in Book 222, at Page 431, and Book 147 at Page 436, and those portions reserved on Deed in Book 121, at Page 357, Book 123 at Page 134, and Book 151 at Page 537.
14. Tracts I, II, III, IV: Right of Way Deed to The Arkansas, Missouri, Kansas Railroad Company as shown on Deed in Book 64 at Page 224 of Official Records.

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(T-32335.PFD/T-32335/16)

**SCHEDULE B**  
(Continued)

Commitment No.: T-32335

File No. T-32335

15. Tract VI: Easement in favor of Rural Water District No. 6, Cherokee County, Kansas, as shown by "Right of Way Easement" recorded in Miscellaneous Record V at page 489, in the office of the Register of Deeds of Cherokee County, Kansas.
16. Tract VI & VII: Mining Lease between The Pittsburg & Midway Coal Mining Company to F.W. Anderson filed 04/01/48 and recorded in Miscellaneous Record P at Page 597, in the office of the Register of Deeds, Cherokee County, Kansas.
17. Tract VI & VII: Mining Lease between Rebecca M. Hunter and Julia B. Hunter and The Century Zinc Company filed 03/07/31 and recorded in Miscellaneous Record M at Page 453 in the office of the Register of Deeds, Cherokee County, Kansas.
18. Tract VII: Coal Lease between Mary McMillan and The Hamilton Coal and Mercantile Company filed 08/12/36 in Miscellaneous Record N at Page 396, in the office of the Register of Deeds, Cherokee County, Kansas foregoing Lease assigned to The Hamilton Coal Company filed 05/17/39 in Miscellaneous Record F at Page 310, in the office of the Register of Deeds, Cherokee County, Kansas.
19. Tract VII: Easement between Pittsburg & Midway Coal Mining Company and The United States of America filed 12/06/46 and recorded in Miscellaneous Record P at Page 432, in the office of the Register of Deeds of Cherokee County, Kansas.
20. Tract VII: Except Minerals as shown in Deed Book 80 at Page 582, in the office of the Register of Deeds, Cherokee County, Kansas.
21. Tract VII: Except Minerals on Tract 231 at Page 232, as shown in Deed Book 49 at Page 192, in the office of the Register of Deeds, Cherokee County, Kansas.
22. Tracts I & VII: This commitment/policy does not insure title to any portion of the premises lying below the ordinary high water mark of the body of water lying adjacent to the subject property, or any rights in the adjoining water. Also Except
  - a) Rights, if any, of the property owners abutting the pit/pond, or adjoining streams or water in and to the waters of the pit/pond/waterway and in and to the bed thereof.
  - b) Boating and fishing rights of property owners abutting the pit/pond or the stream or water leading thereto or therefrom.
  - c) Navigational servitudes and all other rights, titles, and powers of the United States, the State, Local Government and the Public over said pit/pond, its bed, and its shore lands extending to the ordinary high-water line thereof.
  - d) The consequence of any change in the location of said pit/pond/waterway which forms a boundary line of the land, including any determination that some portion of the land has been included within said pit/pond/waterway.
23. Tracts II, IV: This commitment/policy does not insure title to any portion of the premises portion of the premises lying below the ordinary high-water mark of the body of water lying adjacent to the subject property, or any rights in the adjoining water. Also Except
  - a) Rights, if any, of the property owners abutting the Creek/river, or adjoining streams or water in and to the waters of the creek/river/waterway and in and to the bed thereof.
  - b) Boating and fishing rights of property owners abutting the creek/river or the stream or water leading thereto or therefrom.
  - c) Navigational servitudes and all other rights, titles, and powers of the United States, the State, Local Government and the Public over said creek/river, its bed, and its shore lands extending to the ordinary high-water line thereof.
  - d) The consequence of any change in the location of said creek/river/waterway which forms a boundary line of the land, including any determination that some portion of the land has been included within said waterway.
24. We reserve the right to amend or add requirements upon receipt and review of a fully executed Contracts specifying the Buyer,

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**SCHEDULE B**  
(Continued)

Commitment No.: T-32335

File No. T-32335

Purchase Price, and Lender:

25. The right of the public to use so much of subject property that lies in any roadway.
26. Mortgage from FirstAm Twenty-five 351821, LLC; Wesley J. Sandness aka W.J. Sandness and Kathleen M. Sandness, husband and wife to Frontier Farm Credit, FLCA dated 12/27/2004 and recorded 12/7/2004 in Book 324 at Page 575, in the office of the Register of Deeds of Cherokee County, Kansas.

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