

Transaction Identification Data for reference only:

Issuing Office: Tallgrass Title

File Number: 240331

Property Address: 00000 Wheaton Road Westmoreland, KS 66549

PRELIMINARY TITLE REPORT

Issued by

SCHEDULE A

1. Report Date: **April 25, 2024, 8:00 am**
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Report is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Denny D. Burgess and Barbara M. Burgess, Trustees of the Burgess Family Trust, dated September 12, 2022
5. The land referred to in this Report is described as follows:
SEE ATTACHED EXHIBIT "A"

TALLGRASS TITLE

A handwritten signature in blue ink, appearing to read "Brandon Hysong". The signature is fluid and cursive, with a large initial "B" and a long, sweeping tail.

Brandon Hysong

EXHIBIT "A"

The Northwest Quarter (NW¹/₄); the West Half (W¹/₂) of the Northeast Quarter (NE¹/₄); the North Half (N¹/₂) of the Southwest Quarter (SW¹/₄); and the West Half (W¹/₂) of the Southeast Quarter (SE¹/₄); in Section Nine (9), Township Eight (8) South, Range Ten (10) East of the Sixth (6th) Principal Meridian, all in Pottawatomie County, Kansas.

PRELIMINARY TITLE REPORT

**SCHEDULE B - SECTION I
REQUIREMENTS**

Effective Date: **April 25, 2024, 8:00 am**

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 Report 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.

N/A

5. Pay all general and special taxes now due and owing.

NOTE: This commitment is a preliminary report and will be updated upon receipt of a signed contract regarding the real estate to be covered by this commitment.

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SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **April 25, 2024, 8:00 am**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

EXCEPTIONS FROM COVERAGE

THIS REPORT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS REPORT 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. **Easements, or claims of easements, not shown by the Public Records.**
4. **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.**
5. **Any encroachment or adverse claim arising out of the failure of lines of occupation to accurately reflect the boundaries 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. **Taxes for the year 2024 and subsequent years are not yet due and payable. Taxes for the first half of the year 2023 in the amount of \$914.21 are paid in full. Taxes for the second half of the year 2023 in the amount of \$914.21 are due and payable on or before May 10, 2024. Taxes for the year 2022 and prior years are paid in full. CAMA/Parcel Number: 162-09-0-00-002-00-01**
9. **An oil, gas and mineral lease as filed for record on September 15, 1944 at 9:00 AM in Book 94 at Page 267 in the Office of the Register of Deeds, Pottawatomie County, Kansas. Subsequently partially assigned as filed for record on November 16, 1944 at 4:00 PM in Book 89 at Page 634 in the Office of the Register of Deeds, Pottawatomie County, Kansas. Subsequently partially assigned as filed for record on July 6, 1945 at 4:00 PM in Book 89**

at Page 640 in the Office of the Register of Deeds, Pottawatomie County, Kansas.

10. **Right-of-Way Easement to Rural Water District No. 4, Pottawatomie County, Kansas as filed for record on February 15, 2001 at 8:15 AM in Book 347 at Page 261 in the Office of the Register of Deeds, Pottawatomie County, Kansas.**
11. **The right of upper and lower riparian owners to the free and unobstructed flow of the water of Adams Creek, which forms the boundary of a part of the subject property, without diminution or pollution.**
12. **Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Kansas, and the Public over the Adams Creek and its shore lands extending to the ordinary high water line thereof and which may be exercised without obligation for compensation to the riparian owner.**
13. **The consequence of a past and/or future change in the location of the Adams Creek, which forms the Boundary of a part of the subject property, or any dispute arising over the location of the old bed of said stream or river or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used and occupied.**
14. **No title will be insured to any land lying below the present or any former high water line of the Adams Creek.**
15. **Any adverse claim based on the assertion that said land or any part thereof now or at any time has been below the ordinary high water mark of the stream or river across said land.**
16. **Such rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of the river across said land.**
17. **Any adverse claim based on the assertion that said land or any park thereof has been created by accretion of due to and avulsive movement of said river.**
18. **The land in this commitment shall not be deemed to include any house trailer or mobile home standing on the premises.**
19. **The Company neither insures nor guarantees area, acreage, or quantity of land.**
20. **Existing roads, railroads, streets, or highway rights of way.**
21. **Easements and restrictions of record.**
22. **Zoning and regulations for Pottawatomie County, Kansas.**