

**TRACT 1**

**SCHEDULE A**

FILE NO.: T- 14982

1. Effective Date: OCTOBER 25, 2010 AT 8:00 A.M.

2. Policy or Policies to be issued:

a. Owner's Policy: \$ TO BE DETERMINED

Proposed Insured: TO BE DETERMINED

b. Loan Policy: \$

Proposed Insured:  
its successors and or assigns

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

BEST FARMS, INC.,

5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Issued through the Office of:

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

  
Authorized Signature MITCH L. LITTLE

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

By



President

Attest

Secretary

EXHIBIT "A" LEGAL DESCRIPTION:

Lots 1, 2 of Section 25, being all of the land in Section 25 lying north of the Arkansas River, Township 25 South, Range 30 West of the 6<sup>th</sup> P.M., together with all accretions.

Lots 1, 2, and 3 of Section 26, being all of said Section north of the Arkansas River, Township 25 South, Range 30 West of the 6<sup>th</sup> P.M., together with all accretions.

East two-thirds of the West Half (W/2) and the East half (E/2) lying south of U. S. 50 highway in Section 23 in Township 25 South, Range 30 West of the 6<sup>th</sup> P.M.,  
**EXCEPT:** General Warranty Deed, in favor of the Secretary of Transportation of the State of Kansas. Book 123 at Pages 168-169.

Southwest Quarter (SW/4) of Section 24 in Township 25 South, Range 30 West of the 6<sup>th</sup> P.M.,  
**EXCEPT:** Lots 1, 2, 3 and the North Half (N/2) of Lot 4, East Half (E/2) of Lots 28, 29, 30 and 31, and the East Half of the North Half (E/2 N/2) of lot 32, all in the Elmhurst Plat of the Townsite of Charleston;  
**ALSO LESS AND EXCEPT:** A tract of land the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of said Section 24, described as follows: Beginning at the southeast corner of the North Half (N/2) of Lot 4 in the Elmhurst Plat of the Townsite of Charleston according to the recorded plat thereof; thence due south 280 feet for place of beginning; thence due south 280 feet; thence due west 250 feet; thence due north 280 feet; thence due east 250 feet to the place of beginning.  
**EXCEPT:** Corporation Warranty Deed, in favor of the Secretary of Transportation of the State of Kansas. Book 123 at Pages 121-122.

**EXCEPT: One additional tract to be surveyed ( Outbuildings)**

**EXCEPT: The Above Tract being 250' x 280' will have to be surveyed, as this tract to be Conveyed is now larger.**

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### SCHEDULE B-1

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exception.
5. Execute and record MORTGAGE RELEASE of Mortgage, Dated October 1, 2008. Executed by Best farms, Inc., a Kansas Corporation to Metropolitan Life Insurance Company. Filed October 1, 2008 at 1:15 P.M., Recorded in Book 144 at Pages 317-328. Including UCC Filings, with the State and in Gray County, Register of Deeds.
6. Execute and record proper WARRANTY DEED. Executed by Best Farms, Inc., a Kansas Corporation to ( TO BE DETERMINED). (Kansas Real Estate Sales Validation Questionnaire must accompany said Deed)
7. Furnish Company with RESOLUTION by the Board of Directors of Best Farms, Inc., a Kansas, Corporation 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 Certificate of Good Standing with the State of Kansas.
8. Furnish and record, Survey of Additional Tracts to be excepted out. (House & Outbuildings)
9. The right is reserved to make additional exceptions and/or requirements.

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## SCHEDULE B-11 EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Facts which would be disclosed by a comprehensive survey of the premises herein described.
2. Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
3. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
4. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the commitment date and prior to the effective date of the final policy.
5. Taxes and special assessments for 2010 and subsequent years, not yet due and payable.  
FOR INFORMATION ONLY:  

NE/4 S of HW & RR 23:	FA05011: Total amount of 2009 (\$ 157.62)
SE4/4 23:	FA05025: Total amount of 2009(\$ 1198.66)
E/2; W/2 S of RR 23:	FA05026: Total amount of 2009 (\$ 949.92)
Pt W/2; S/2 24:	FA05080: Total amount of 2009 (\$ 4087.04)
Lots 1-4, 25:	FA05180: Total amount of 2009 (\$ 1222.46)
All 26 N of River:	FA05210: Total amount of 2009 (\$ 381.62)
6. Except and subject to rights of way and easements for roadways, streets, highways and railways.
7. 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.
8. The square footage or acreage shown on Schedule "A" is neither insured nor guaranteed, but shown for description only.

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9. Except and subject to any mineral rights, interest and reservations of record, if any, including Oil and Gas Leases, Assignments and interest of record, if any, regarding minerals whatsoever, and all other matters thereto.
10. Except and subject to railroad rights of way, switch tracts, spur tracts, electric and telephone transmission lines and all other easements, if any over the premises.
11. Except and subject to any portion of the property within any public road.
12. 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 and easements.
13. Subject to Any adverse claim based upon the assertion that:
  1. Said land or any part thereof is now or at anytime has been below the ordinary high water mark of the River.
  2. Some portion of said land has been created by artificial means or has accepted to such portion so created.
  3. Some portion of said land has been brought within he boundaries thereof by an avulsive movement of the River, or has been formed by accretion to any such portion.
14. Subject to Terms and provisions of Condemnation proceedings, case No.,5089 in the District Court of Gray County, Kansas, for a right of way for electric power line over and across a 20' wide strip of land lying parallel to the right of way of the Atchison, Topeka & Santa Fe Railway Company, the center line being 100' southerly from the south line of said right-of-way of the Atchison, Topeka & Santa Fe Railway Company and extending across all of that art of Section 23 and the W/2 of Section 24-25-30 lying south of the right-of-way of the AT&SF Railway.
15. Subject to Terms and provisions of Right of Way Easement dated April 14, 1969 in favor of Wheatland Electric Cooperative Inc., Recorded December 8, 1970, Filed Book 64 at Page 501-502.

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16. Subject to EASEMENT. Executed by W. F. Renick and Anna J. Renick, to Gray County, Kansas, its successors and assigns. Filed November 7, 1961 at 1:00 P.M., Recorded in Book 59 at Page 184.
17. Subject to EASEMENT. Executed by W. F. Renick and Anna J. Renick to Gray County, Kansas, its successors and assigns. Filed November 7, 1961 at 1:00 P.M., Recorded in Book 59 at Page 183.
18. Subject to UNDERGROUND RURAL DISTRIBUTION EASEMENT. Executed by Renick Brothers to Wheatland Electric Cooperative Inc., its successors and/or assigns. Filed November 1, 1977 at 2:15 P.M., Recorded in Book 69 at Page 270.
19. Right of way for ditches and canals constructed by authority of the United States as reserved to the United States in Patents.
20. Subject to UNDERGROUND RURAL DISTRIBUTION EASEMENT. Executed by James J. Mooney and Mrs Patricia Mooney to Wheatland Electric Cooperative Inc., its successors and/or assigns. Filed October 10, 1974 at 2:0 P.M., Recorded in Book 67 at Page 445.
21. Subject to UNDERGROUND RURAL DISTRIBUTION EASEMENT. Executed by Renick Brothers to Wheatland Electric Cooperative Inc., its successors and/or assigns. Filed April 2, 1980 at 2:00 P.M., Recorded in Book 70 at Page 552.
22. Except and subject to any claims of water rights whatsoever that would be created or established under an instrument entitled IN THE MATTER OF THE PROPOSED DESIGNATION OF AN INTENSIVE GROUNDWATER USE CONTROL AREA, in Hamilton, Kearney, Finney, Gray and Ford Counties, Kansas, dated September 29, 1986, filed December 24, 1986 at 9:35 A.M., Recorded in the Office of the Register of Deeds of Gray County, Kansas, in Book 76 at Pages 366-399 Said Groundwater Instrument was amended by instrument entitled AMENDED ORDER OF PROPOSED DESIGNATION OF AN INTENSIVE GROUNDWATER USE CONTROL AREA, dated March 6, 1987, Filed November 9, 1988 at 9:45 A.M., Recorded in the Register of Deeds of Gray County, Kansas, in Book 98 at Pages 135
23. Subject to PIPELINE EASEMENT, Executed by Renick Brothers, Inc., Donoco Energy Corp., its successor and/or assigns, for pipeline purposes. Filed October 27, 1986 at 9:30 A.M., Recorded in Book 76 at Pages 324-325.  
Subject to ASSIGNMENT OF EASEMENT. Donoco Energy Corp to W.R. Renick, Inc., and Conoco Farms, Inc., Filed August 4, 1993 at 12:00 M., Recorded in Book 81 at Page 146.

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24. Subject to GRANT OF EASEMENT. Executed by Patricia D. Mooney Shelor and E. D. Shelor, wife and husband to United Telephone Association and Pioneer Telephone Association, its successors and/or assigns. Filed December 22, 1993 at 9:00 A.M., Recorded in Book 81 at Page 386
25. Subject to RIGHT OF WAY EASEMENT. Executed by James J. Mooney and Patricia D. Mooney, husband and wife to Sunflower Electric Cooperative, Inc., its successors and/or assigns. Filed January 29, 1981 at 2:55 P.M., Recorded in Book 71 at Pages 534-537.  
Re-Recorded in Book 71 at Pages 515-518.
26. Subject to RIGHT OF WAY EASEMENT. Executed by Renick Cattle Co., Inc., to Sunflower Electric Cooperative Inc., its successors and/or assigns. Filed February 18, 1981 at 1:40 P.M., Recorded in Book 71 at Pages 591-594.  
ASSIGNMENT, Recorded in Book 91 at Page 310.
27. Subject to CERTIFICATE OF APPROPRIATION FOR BENEFICIAL USE. Application No., 14,870; Priority Date March 22, 1968. Executed by State Board of Agriculture, Division of Water Resources. Filed October 8, 1981 at 1:35 P.M., Recorded in Book 72 at Pages 239-242.
28. Subject to APPROVAL OF APPLICATION, For Change in Place of Use. File No., 8521. Executed by State Board of Agriculture, Division of Water Resources. Filed October 19, 1981 at 1:45 P.M., Recorded in Book 72 at Pages 259-262.
29. Subject to APPROVAL OF APPLICATION, For Change in Place of Use. File No., 8521, Executed by State Board of Agriculture, Division of Water Resources. Filed October 19, 1981 at 1:45 P.M., Recorded in Book 72 at Pages 263-266.
30. Subject to APPROVAL OF APPLICATION, For Change in Place of Use. File No., 18,249. Executed by State Board of Agriculture, Division of Water Resources. Filed October 19, 1981 at 1:45 P.M., Recorded in Book 72 at Pages 267-270.
31. Subject to Approval of Application for Change in Place of Use. File No., 11,487. Executed by State Board of Agriculture, Division of Water Resources. Filed October 19, 1981 at 1:45 P.M., Recorded in Book 72 at Pages 271, 274.
32. Subject to Approval of Application for change in Place of Use, File No., 8751. Executed by State Board of Agriculture, Division of Water Resources. Filed October 19, 1981 at 1:45 P.M., Recorded in Book 72 at Pages 275-278.

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33. Subject to Approval of Application for Change in Place of use, File No., 8571. Executed by State Board of Agriculture, Division of Water Resources. Filed October 19, 1981 at 1:55 P.M., Recorded in Book 72 at Pages 279-282.
34. Subject to Approval of Application for Change in Point of Diversion, File No., 14,870. Executed by State Board of Agriculture, Division of Water Resources. Filed April 30, 1982 at 2:10 P.M., Recorded in Book 72 at Pages 625-627.
35. Subject to Certificate of Appropriation for beneficial use of Water, Water Right File No., 16,286; Priority Date February 27, 1969. Executed by Kansas Department of Agriculture, Division of Water Resources. Filed July 25, 2000 at 3:00 P.M., Recorded in Book 89 at Pages 51-53.
36. Subject to Underground Rural Distribution Easement. Dated may 26, 2009. Executed by W. R. Renick, Inc., to Wheatland Electric cooperative Inc., its successors and/or assigns. Filed February 25, 2010 at 2:25 P.M., Recorded in Book 106 at Page 179.
37. Subject to General Warranty Deed, Executed by W. R. Renick, Inc., to The Secretary of Transportation of the State of Kansas, Filed August 20, 2009 at 9:45 A.M., Recorded in Book 123 at Pages 166: Book 123 at Pages 168



## **HIGH PLAINS LAND & TITLE**

### **PRIVACY POLICY NOTICE PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a non affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **HIGH PLAINS LAND & TITLE, and OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.**

We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- We receive this information from your lender, attorney, real estate broker, etc.
- Information from public records.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, Securities and insurance.
- Non-Financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.