



# Continental TITLE COMPANY

Agent for  
Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

*Fidelity National Title Insurance Company ("Company"), a California Corporation for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

*Marquis Mitchell*

Countersigned  
Title Officer: Marquis Mitchell

**Fidelity National Title Insurance Company**



BY *[Signature]*  
President

ATTEST *[Signature]*  
Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exception shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



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## SCHEDULE A

CTC File No.: 16257719

1. Effective Date: October 24, 2016 at 8:00 A.M.

2. Policy (or Policies) to be issued:

a. Owner's Policy (ALTA 6-17-06):	Amount:	\$0.00
Proposed Insured: NONE	Premium:	\$0.00
b. Loan Policy (ALTA 6-17-06):	Amount:	
Proposed Insured:	Premium:	\$0.00

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:

Bunker Farms, a Kansas General Partnership

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

Tract I:

Also beginning at a point on the North and South center line of Section Ten (10), Township Fourteen (14) South, Range Twenty-three (23) East, Five Hundred (500) feet South of the center of said Section Ten (10); thence East on a line Five Hundred (500) feet from and parallel to the North line of the Southeast Quarter (SE 1/4) of said Section Ten (10), a distance of One Thousand Five Hundred (1500) feet, thence Northeasterly a distance of Seven Hundred Forty (740) feet to a point on the North line of the Southeast Quarter (SE1/4) of said Section Ten (10), which is Six Hundred (600) feet West of the Northeast corner of the Southeast Quarter (SE1/4) of said Section Ten (10), thence West along the North line of the Southeast Quarter (SE1/4) of said Section Ten (10) to the center of said Section Ten (10); thence on the North and South Center line South to the point of beginning, and containing Twenty and Thirty-one Hundredths (20.31) acres, more or less, all in Johnson County, Kansas.

Tract II:

Beginning at the Northeast corner of the Northeast 1/4 of Section 10, Township 14, Range 23, Johnson County, Kansas; thence West 673 feet; thence South 890.73 feet; thence East 666.77 feet; thence North 868.27 feet to the point of beginning, Except that part used for road purposes, and Except, beginning at the Northeast corner of Section 10, Township 14, Range 23 for a point of beginning; thence West 292 feet; thence South 300 feet; thence East 292 feet; thence North 300 feet to a point of beginning.

EXCEPT

Part of the Northeast Quarter of Section 10, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 09 minutes 53 seconds West along the North line of said Northeast Quarter, a distance of 89.002 meters (292.00 feet); thence South 02 degrees 01 minutes 04 seconds East, a distance of 6.096 meters (20.00 feet) to a point on the South right of way line of 151st Street, said point being the True Point of Beginning; thence continuing South 02 degrees 01 minutes 04 seconds East, a distance of 12.192 meters (40.00 feet); thence South 88 degrees 09 minutes 53 seconds West, a distance of 275.787 meters (904.81 feet); thence North 01 degrees 48 minutes 54 seconds West, a distance of 12.192 meters (40.00 feet) to a point on said South right of way line; thence North 88 degrees 09 minutes 53 seconds East along said South right of way line, a distance of 275.44 meters (904.67 feet) to the True Point of Beginning, said parcel of land containing 3,362.1 square meters (36,190 square feet or 0.83 acres), more or less.

Tract III:

All of the Northeast Quarter (NE1/4) and the East half (E1/2) of the Northwest Quarter (NW1/4) of Section Ten (10) in Township Fourteen (14) of Range Twenty-three (23), except the following; Beginning at a point on the East and West center line of Section Ten (10), Township Fourteen (14) South, Range Twenty-three (23) East; Two-Hundred Fifty (250) feet West of the center of said Section Ten (10); thence Northwesterly a distance of Six hundred (600) feet to a point Three Hundred Fifty (350) feet North of the East and West center line of said Section Ten (10), and Seven Hundred Forty (740) feet West of the center of said Section Ten (10); thence West along a line Three Hundred Fifty (350) feet from and parallel to the East and West center line of said Section Ten (10), a distance of Five Hundred Seventy-five (575) feet to the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section Ten (10); thence South along the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section Ten (10), a distance of Three Hundred Fifty (350) feet to the Southwest corner of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section Ten (10); thence East along the East and West center line of said Section Ten (10), a distance of One Thousand Sixty-five (1065) feet to the place of beginning, and containing Six and Fifty-nine hundredths (6.59) acres, more or less, also, except tract reserved for road, as recorded in Book 153 of Deeds, Page 22, also except the following; Beginning at the Northeast corner of Section Ten (10), Township Fourteen (14), Range Twenty-three (23), thence South Three Hundred Thirty-five (335) feet; thence West Two Hundred Twenty-five (225) feet; thence Northwest at an angle of One Hundred Thirty-two (132) degrees, Twenty-five (25) minutes, a distance of Four Hundred Eighty one (481) feet; thence East Five Hundred Forty-Five and Twenty-five hundredths (545.25) feet to the point of beginning, containing Three and Fourteen hundredths (3.14) acres, more or less. Also except the following: Beginning at a point Three Hundred Fifty-Five (355) feet South of the Northeast corner of Section Ten (10), Township Fourteen (14), Range Twenty three (23), in Johnson County, Kansas; thence West Two Hundred Twenty-five (225) feet; thence Northwest at an angle of One Hundred Thirty-Two (132) degrees, Twenty-five (25) minutes, a distance of Four Hundred Eighty-one (481) feet; thence West One Hundred Twenty-seven and Seventy-five hundredths (127.75) feet; thence South Eight Hundred Ninety and Seventy three Hundredths (890.73) feet; thence East Six Hundred Sixty-six and Seventy-seven Hundredths (666.77) feet; thence North Five Hundred Thirteen and Twenty-seven Hundredths (513.27) feet to the point of beginning, containing Ten and Thirty-eight Hundredths (10.38) acres more or less.

EXCEPT

Beginning at a point 635.2 feet East and 351 feet South of the Northwest corner of the Northeast quarter of Section 5, Township 12, Range 23, in Johnson County, Kansas; thence South 2 degrees 11 minutes 20 seconds E (measured) (South (deed)), 938.61 feet (measured) (949.4 feet (deed)) to the South line of the North half of the Northeast quarter of the Fractional Section 5, Township 12, Range 23; thence S 87 degrees 49 minutes 51 seconds W (measured) (West (deed)), 636.90 feet (measured and deed) to the West line of the Northeast quarter of said Section; thence N 2 degrees 06 minutes 47 seconds W (measured) (North (deed)), 249.88 feet (measured) (258 feet (deed)); thence N 23 degrees 02 minutes 07 seconds E (measured) (North 25 degrees 10 seconds East (deed)), a distance of 328.95 feet (measured and deed); thence N 88 degrees 04 minutes 59 seconds E (measured) (East (deed)), 269.60 feet (measured) (269.65 feet (deed)); thence N 2 degrees 12 minutes 33 seconds W (measured) (North (deed)), 393.79 feet (measured) (393.4 feet (deed)); thence N 88 degrees 12 minutes 43 seconds E (measured) (East (deed)), 226.93 feet (measured) (226.41

feet (deed)) to The Point of Beginning, containing 9.56 Acres (measured) (10 Acres (deed)), more or less, all in Johnson County, Kansas.

Closing Office:  
Continental Title Company  
13571 S Murlen Rd  
Olathe, KS 66062  
Phone: (913)764-7711  
Fax: (913)764-7733  
Closer: Jenifer L Gamber

**SCHEDULE B – SECTION I  
REQUIREMENTS**

The following requirements must be satisfied:

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 exceptions.
5. Properly executed Deed from Bunker Farms, a Kansas General Partnership to NONE.
6. Furnish a Sales Validation Questionnaire executed by the seller or buyer, to accompany any deed for filing.
7. Properly executed Mortgage from NONE to None in the amount of \$.
8. Properly executed Owner's Affidavit by Bunker Farms, a Kansas General Partnership.

NOTE: Grantors on all documents must show a marital status and grantors spouses must join in the execution of all documents to be recorded.

9. Payment of Real Estate Taxes for the year 2016, in the amount of \$212.38, the first half of which is due on or before December 20th, the second half of which are due on or before May 10th. (Tract I) (Tax ID: 6F231410-4027)
10. Payment of Real Estate Taxes for the year 2016, in the amount of \$26.41, the first half of which is due on or before December 20th, the second half of which are due on or before May 10th. (Tract II) (Tax ID 6F231410-3014)
11. Payment of Real Estate Taxes for the year 2016, in the amount of \$1,722.69, the first half of which is due on or before December 20th, the second half of which are due on or before May 10th. (Tract III) (Tax ID 6F231410-3013)
12. In regards to Bunker Farms, a Kansas General Partnership, a Kansas general partnership, we require the following:
  - (a) for our review, a copy of the general partnership agreement, any amendments thereto, and any assignments of partnership interests, (b) written consents authorizing the proposed transaction signed by the necessary number of partners required under the partnership agreement, and (c) recording of the proposed deed executed in the name of said general partnership by the authorized general partner(s).
13. The application for title insurance does not indicate the name of the proposed buyer. When the exact name of the buyer is ascertained, the records may be searched for possible judgments, tax liens and pending judicial proceedings; if the buyer is a corporation or partnership, certain additional exceptions and/or requirements may be made, as we deem necessary or advisable.
14. Continental Title has made no requirements with regard to the proposed insured. In the event a loan policy is requested, we reserve the right to make further requirements we may deem necessary or advisable.
15. NOTE: If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential and we are being asked to extend mechanic's lien coverage (through date downs or otherwise) on a construction loan, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the transaction is not a residential construction loan, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.

16. Payment of Assessments, Dues and/or Liens levied by the Homeowners Association of said Subdivision, if any.

17. Payment of Special Assessments and/or Taxes levied by the City of Olathe and/or County of Johnson, if any.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Continental Title Company, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer.

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

**SCHEDULE B – SECTION II  
EXCEPTIONS**

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

1. 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 of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
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. Taxes and assessments for the year 2017, and subsequent years.
8. Building Setback Lines, Easements, Rights of Way, Encroachments, Overlaps, Servitudes, Leases, Grants, Reservation of Minerals, Mineral Rights, Water Rights, Oil & Gas Rights, on, above, or below the surface of the land, Covenants, Conditions and Restrictions, including a provision for subdivision assessments or Homeowners Associations Declaration, Party Walls, if any, and any amendment thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604.
9. Water Drainage Pipeline Easement reserved by the Warranty Deed filed in Deeds Book 327 at Page 36.
10. Easement reserved by William O. Tainter and Ruby F. Tainter, by the Warranty Deed recorded in Book 411 at Page 499. (Tract I)
11. Easement granted to City of Olathe, as more fully set forth in the instrument recorded in Book 3250 at Page 806. (Tract I)
12. Easement granted to Kansas City Power and Light Company as more fully set forth in the instrument recorded in Misc. Book 43 at Page 6, as partially disclaimed in Book 6346 at Page 175. (Tract I)
13. Waterline Easement granted to O'Donnell & Sons Construction Co., Inc., as more fully set forth in the instrument recorded as Document No. 3092393 in Book 6483 at Page 821. (Tract I)
14. The premises in question are located within the boundaries of Resolution No. 038-09 as set forth in the instruments recorded as Document No. 20090625-0011414 in Book 200906 at Page 011414, and may be subject to assessments by reason thereof. (Tracts I, II, and III)
15. The premises in question are located within the boundaries of Resolutions as set forth in the instruments recorded as Document No. 20090625-0011412 in Book 200906 at Page 011412, and may be subject to assessments by reason thereof. (Tracts I, II, and III)
16. Terms and provisions of the Oil and Gas Lease General Energy Incorporated recorded as Document No. 1335812 in Book 1698 at Page 418. (Tracts I, II, and III)



17. Terms and provisions of the Assignment of Oil and Gas Lease recorded as Document No. 1536214 in Book 2169 at Page 921. (Tracts I, II, and III)
18. Terms and provisions of the Assignment of Oil and Gas Lease recorded as Document No. 1535705 in Book 2168 at Page 655. (Tracts I, II, and III)
19. Terms and provisions of the Assignment of Oil and Gas Lease recorded as Document No. 1535704 in Book 2168 at Page 653. (Tracts I, II, and III)
20. Terms and provisions of the Assignment of Oil and Gas Lease recorded as Document No. 1535703 in Book 2168 at Page 651. (Tracts I, II, and III)
21. Terms and provisions of the Assignment of Oil and Gas Lease recorded as Document No. 1535702 in Book 2168 at Page 649. (Tracts I, II, and III)
22. The premises in question are included under Ordinance No. 08-118 , as set forth by the City of Olathe and recorded November 18, 2008, as Document No. 20081217-0003417 in Book 200812 at Page 003417, and may be subject to assessments by reason thereof. (Tracts I, II, and III)
23. Easement as more fully set forth in the instrument recorded in Book 6483 at Page 538. (Tracts I, II, and III)
24. Permanent Drainage Easement granted to City of Olathe, Kansas, as more fully set forth in the instrument recorded as Document No. 20061226-0007681 in Book 200612 at Page 007681. (Tracts II, and III)
25. Permanent Drainage Easement granted to City of Olathe, Kansas, as more fully set forth in the instrument recorded as Document No. 2060330 in Book 3436 at Page 437. (Tracts II, and III)
26. The premises in question are included under Ordinance No. 07-103 , as set forth by the City of Olathe and recorded December 4, 2007, as Document No. 20071204-0000532 in Book 200712 at Page 000532, and may be subject to assessments by reason thereof. (Tracts II, and III)
27. Drainage Easement granted to City of Olathe, as more fully set forth in the instrument recorded as Document No. 1955571 in Book 3194 at Page 493. (Tracts II, and III)
28. The premises in question are included under Ordinance No. 08-71 , as set forth by the City of Olathe and recorded August 5, 2008, as Document No. 20090116-0003706 in Book 200901 at Page 003706, and may be subject to assessments by reason thereof. (Tracts II, and III)
29. Terms and provisions of the Ordinance recorded in Book 200906 at Page 11414. (Tracts II, and III)
30. Terms and provisions of the Ordinance recorded in Book 200906 at Page 11412.(Tracts II and III)
31. Terms and provisions of the Petition for Eminent Domain Proceedings filed in Case No. 06CV08457 recorded as Document No. 20061106-0001422 in Book 200611 at Page 001422.
32. Notwithstanding the reference to acreage in the description of subject property, no representation as to the actual acreage of subject property is assumed hereunder and any discrepancy between the actual acreage of subject property and the acreage of same as described, is hereby excepted.
33. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.
34. Judgments, Tax Liens, if any, against the proposed buyers.

NOTE: This exception will be deleted on a Mortgagee's Policy which insures the lien of a purchase money mortgage on the subject property.

NOTE: The Title Agent issuing this commitment is furnishing a 24 Month Chain of Title for informational purposes only and the Company has no liability for any of the information provided:

General Warranty Deed from William C. Brunner, Jr. and Edith Brunner, husband and wife to Brunner Farms, a Kansas Partnership recorded December 26, 1979 as Document No. 1262111 in Book 1536 at Page 370. (Tracts I and III)

Special Warranty Deed from O'Donnell & Sons Construction Co., Inc. to Brunner Farms recorded March 1, 2000 as Document No. 3092392 in Book 6483 at Page 818. (Tract II)

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of the same.

Commonly known as: See Legal's On order request, Olathe, KS 66062

Tax Year: 2016  
Tax ID No.: 6F231410-4027 (Tract I)  
Assessed Value: \$1,713  
Tax Amount: \$212.38 Due and Payable  
Includes the following Special Assessments, if any: None  
Delinquent Taxes, if any: None

Tax Year: 2016  
Tax ID No.: 6F231410-3013 (Tract II)  
Assessed Value: \$13,897  
Tax Amount: \$1,722.69 Due and Payable  
Includes the following Special Assessments, if any: None  
Delinquent Taxes, if any: None

Tax Year: 2016  
Tax ID No.: 6F231410-3014 (Tract III)  
Assessed Value: \$213  
Tax Amount: \$26.41 Due and Payable  
Includes the following Special Assessments, if any: None  
Delinquent Taxes, if any: None

NOTE: First Half of Taxes are due on or before December 20th; Second Half of Taxes are due on or before May 10th.

# PRIVACY POLICY

## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information, which you provide us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

## **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- And Information we receive from a consumer-reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## **Former Customer**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.