



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Issuing Agent:



Security 1st Title

727 N. Waco Ave.
Suite 300
Wichita, KS 67203

Title Officer: **David Herd**
Phone: **316-293-1637**

Email: **dherd@security1stks.com**

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

Or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.



*First American Title*TM

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First American Title Insurance Company

ISSUING AGENT



Security 1st Title

Schedule A

File No: **2155005 Revision A**

Title Officer: **David Herd**, Phone: **316-293-1637**, Email: **dherd@security1stks.com**

1. Commitment Date: **April 18, 2016, at 7:30 a.m.**
2. Policy (or Policies) to be issued: Amount
 - a. ALTA Owner's Policy of Title Insurance (6-17-06): **0.00**
Proposed Insured: **For Informational Purposes Only**
 - b. ALTA Loan Policy of Title Insurance (6-17-06):
Proposed Insured:
3. **Fee Simple** interest in the Land described in this Commitment is owned, at the Commitment Date, by
City of Wichita, Kansas
4. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

Lots 21, 23, 25, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49 and 51, Oak Street, West Wichita, Sedgwick County, Kansas, together with the North Half of vacated Pearl Street adjoining Lot 21 on the South;

Lots 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50 and 52, Oak Street, West Wichita, Sedgwick County, Kansas, together with the North Half of vacated Pearl Street adjoining Lot 22 on the South;

Lots 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49 and 51, Sycamore Street, West Wichita, Sedgwick County, Kansas, together with the North Half of vacated Pearl Street adjoining Lot 21 on the South;

The East Half of Oak Street from the extended north line of Lot 30 on Oak Street to a point 25 feet north of and parallel with the main track of the Missouri Pacific Railroad.

All of the portion of the alley between Sycamore Street and Oak Street and between Pearl Street and First Street described more specifically as: The East Half of the alley South of the North line of Lot 35 on Sycamore Street in West Wichita addition, Sedgwick County, Kansas, extended and North of a line 25 feet North and parallel with the main track of the Missouri Pacific Railroad.

 First American Title™	Title Insurance Commitment
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Schedule BI	ISSUING AGENT  Security 1st Title

File No: **2155005 Revision A**

Title Officer: **David Herd**, Phone: **316-293-1637**, Email: **dherd@security1stks.com**

REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) 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.



First American Title™

Title Insurance Commitment

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First American Title Insurance Company

Schedule BII

ISSUING AGENT



Security 1st Title

File No: **2155005 Revision A**

Title Officer: **David Herd**, Phone: **316-293-1637**, Email: **dherd@security1stks.com**

EXCEPTIONS

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

1. Right or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. 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.
4. 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.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. 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.
7. **General taxes and special assessments for the fiscal year 2015 are EXEMPT.**
Property I.D. # D-00116
PIN #00197974 (Covers a portion of subject property)
8. **General taxes and special assessments for the fiscal year 2015 in the original amount of \$6.87, PAID**
Property I.D. # D-00235
PIN #00198248 (Covers a portion of subject property)
9. **DELETED**
10. **General taxes and special assessments for the fiscal year 2015 are EXEMPT.**
Property I.D. # D-00114
PIN #00197970 (Covers a portion of subject property)
11. **DELETED**
12. **General taxes and special assessments for the fiscal year 2015 are EXEMPT.**
Property I.D. # D-00118-0001
PIN #00197981 (Covers a portion of subject property)

13. **General taxes and special assessments for the fiscal year 2015 in the original amount of \$292.21.**
First Installment: \$146.11, PAID
Second Installment: \$146.10, DUE but not delinquent until after May 10, 2016
Property I.D. # D-00118
PIN #00197979 (Covers a portion of subject property)
14. **General taxes and special assessments for the fiscal year 2015 in the original amount of \$591.82.**
First Installment: \$295.91, PAID
Second Installment: \$295.91, DUE but not delinquent until after May 10, 2016
Property I.D. # D-00120
PIN #00197984 (Covers a portion of subject property)
15. **General taxes and special assessments for the fiscal year 2015 are EXEMPT.**
Property I.D. # D-00120-0001
PIN #00197986 (Covers a portion of subject property)
16. **General taxes and special assessments for the fiscal year 2015 are EXEMPT.**
Property I.D. # D-00121
PIN #00197987 (Covers a portion of subject property)
17. **General taxes and special assessments for the fiscal year 2015 in the original amount of \$1,985.04.**
First Installment: \$992.52, PAID
Second Installment: \$992.52, DUE but not delinquent until after May 10, 2016
Property I.D. # BLG-00734
PIN #30003781 (Covers a portion of subject property)
18. **DELETED**
19. **Terms, provisions and easements contained in Ordinance No. 10-771, over a portion of vacated Pearl Street.**
20. **Terms, provisions and easements contained in Ordinance No. 14-000 and filed in Misc. Book 250, Page 249, over a portion of vacated Pearl Street.**
21. **Reservation of easement for the Missouri Pacific Railroad Company and Western Union Telegraph Company for pole and wire line over a portion of subject property as reserved by the Deed filed in Deed Book 1328, Page 592.**
22. **Reservation of all coal, oil, gas, casinghead gas, casinghead gasoline and minerals of every nature and character whatsoever, like or unlike, known or unknown, underlying a portion of subject property together with the necessary rights of ingress and egress to explore, prospect for, produce, drill, save and remove any and all of the same as reserved in the Quit Claim Deed filed on Film 227, Page 1230. (Covers a portion of subject property)**
NOTE: Mineral title not shown further.
23. **Statement of Claim to Mineral Interest by the Missouri Pacific Railroad Company filed on Film 803, Page 58, covering a portion of subject property.**
24. **Easements, if any, for public utilities installed in, under or upon the vacated streets and alleys described in Schedule A prior to the vacation thereof, and for which no notice appears in the Office of the Register of Deeds.**
25. **The following matters disclosed by a survey made by William K. Clevenger of Ruggles & Bohm on April 20, 2016,**

designated Job No. 4708S:

- a. Fence is located West of the East line of subject property.
 - b. Fence is located South of the South line of subject property.
 - c. Fence is located West of the West line of subject property.
 - d. Fence is located both inside and outside the East line of subject property.
 - e. Fence encroaches into Oak Street.
 - f. Fence encroaches over the South line of Lot 29, on Oak Street.
 - g. Building encroaches over the South line of subject property.
26. The terms and provisions contained in the document entitled "Easement" recorded as DOC#/FLM-PG: 28928406 of Official Records, covering a portion of subject property.
27. DELETED
28. Reservation of easements and responsibility for environmental clean-up by Union Pacific Railroad Company, as set forth in Donative Quitclaim Deed filed on Film 1999, Page 306, covering a portion of subject property.
29. A Lease or Notice of Lease dated April 1, 2014 executed by City of Wichita, Kansas, as lessor, and E.H. Henry Company, Inc., as lessee, recorded June 27, 2014 as DOC#/FLM-PG: 29460122, covering a portion of subject property.
30. A telecommunication easement to AT&T Corp. and AT&T Communications-East, Inc. as set forth in instrument filed as DOC#/FLM-PG: 28917621, covering a portion of subject property.
31. The terms and provisions contained in the document entitled "Kansas "Telecommunication Cable"/Railroad Corridor Class Settlement Grant of Communications System Easement/Release" filed as DOC#/FLM-PG: 29031233, covering a portion of subject property.
32. DELETED
33. DELETED
34. Rights of parties in possession under unrecorded leases.
35. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
36. 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 \$1,000.00, 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 insurance premium charge for same shall have been paid.



Privacy Information

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 any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries 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 that you provide to 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

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 of 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 of 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 Customers

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 who 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1 st Title, 727 N. Waco, Suite 300, Wichita, KS 67203.