

**First American Title
434 North Main Street
Wichita, KS 67202**

July 05, 2006

Aaron Earlywine
Professional Engineering Consultants, PA
303 S. Topeka
Wichita, KS 67202
Phone: (316)262-2691

Title Officer: Melissa Holland
Phone: (316)267-8371

Order Number: 730515

Property:
Wichita, Kansas

Attached please find the following item(s):

Commitment

Thank You for your confidence and support.

Customer First!

FIRST AMERICAN TITLE INSURANCE COMPANY OF KANSAS

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.

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company of Kansas

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this 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.

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



**First American Title Insurance Company
of Kansas**

BY:

Craig L. Durr

PRESIDENT

ATTEST

Rebecca J. Carpenter

SECRETARY

SCHEDULE A

Commitment Amendment:

1. Commitment Date: June 01, 2006 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

(A) ALTA Owner's Policy	\$0.00
ALTA Owners Policy (10-17-92)	
Proposed Insured:	
For Informational Purposes Only	
(B) ALTA Loan Policy	\$NONE
Proposed Insured:	
NONE, its successors and assigns as defined in Paragraph 1(a) of the Conditions and Stipulations of the policy to be issued.	

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

The City of Wichita, Kansas, a municipal coporation

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

**Legal Description attached hereto as Exhibit A
and by this reference incorporated herein.**

SCHEDULE B
SECTION ONE
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.

SCHEDULE B
SECTION TWO
EXCEPTIONS

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

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, shortages in area or other matters which would be disclosed by an accurate survey or inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any liens, or right to a 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 which are not shown as existing liens by the public records.
6. Taxes for the fiscal year 2005

First Installment:	EXEMPT
Penalty:	
Second Installment:	
Penalty:	
Property I.D. No.:	C-38421, as to a portion
7. Taxes for the fiscal year 2005 in the full amount of \$3.82.

First Installment:	\$3.82, PAID
Penalty:	\$0.00
Second Installment:	\$0.00,
Penalty:	\$0.00
Property I.D. No.:	C-38422, as to a portion
8. Taxes for the fiscal year 2005 in the full amount of \$10,420.99.

First Installment:	\$10,420.99, PAID
Penalty:	\$0.00
Second Installment:	\$0.00,
Penalty:	\$0.00
Property I.D. No.:	C-31411-000H, as to the remainder
9. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: Building setback lines, easements and access controls
10. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

11. 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.

EXHIBIT A

All that part of Lot 1, and Lot 2, in Northeast Substation Addition, Wichita, Sedgwick County, Kansas, lying south of the South right-of-way of K-96 Bypass; TOGETHER with a tract of land located in the Southeast Quarter of Section 34, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: That portion of the Southeast Quarter of Section 34, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, beginning at the intersection of the Westerly line of Hillside Avenue, as located on January 5, 1981, with the Northerly line of the right-of-way of Saint Louis and Fort Scott and Wichita Railroad Co. recorded in Deed Book 35, Page 159; thence northerly along the Westerly line of Hillside Avenue, 250 feet; thence westerly and parallel with the Northerly line of said Northeast Quarter, 600 feet; thence southerly on a line and parallel with Hillside Avenue, to the intersection of such line with the Northerly line of said railroad right-of-way; thence easterly along said Northerly line of said railroad right-of-way to the point of beginning, except that portion dedicated for street purposes on Film 1015, Page 517.

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 the title according to the state law where the 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 attached 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.

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 parent company, The First American Corporation, 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 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*, a copy of which can be found on our website at www.firstam.com.

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.