



REAL ESTATE AUCTION—LIVE WITH ONLINE BIDDING
THURSDAY, July 10, 2025 @ 6:00 PM

**AUCTION LOCATED AT HERITAGE TOURS BUILDING
9809 S MAIN ST, YODER, KS 67585**

65 +/- ACRES - PRIME FARM GROUND & PASTURE

- ~ 38 +/- Acres on Pivot with all water rights
- ~ Great Location between Hutchinson and Yoder
- ~ Lots of Wildlife and near the Arkansas River

TERMS & CONDITIONS: REAL ESTATE: \$10,000.00 Non-refundable earnest money deposit. Property sells “as is” with no financing contingencies. Title Insurance & closing fee split 50/50 between Buyer and Seller. 30 day Close. Current taxes of \$667.86 will be prorated. Please contact Riffin and Company at 620-888-5597 or 316-773-3535 for more information or visit www.riffinco.com/ VIEW AUCTIONS for additional pictures and Bidder Packet.

Sale by order of Gale H Ediger

*All bidders required to complete registration. Online Bidding opens June 30, 2025



RIGGIN & CO.
Land • Home • Auction

We look forward to working with you!



RIGGIN & COMPANY REAL ESTATE

CALL 620-888-5597

13029 E 53rd St N, Wichita, KS 67228

MORRIS YODER • AGENT/AUCTIONEER • 620-899-6227 - RUSTY RIGGIN • BROKER/ALC • 316-633-3535

riffinco.com

Proudly representing South Central Kansas



If you have a brokerage relationship with another agency, this is not intended as a solicitation. All information deemed reliable, but not guaranteed.

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WICHITA, KS 67228



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CALL 620-888-5597

info@rigginhomes.com

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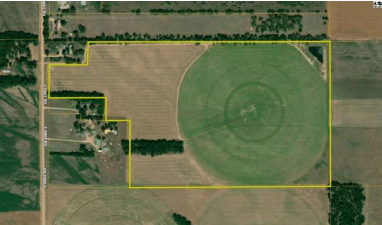
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Proudly representing the farmers, land owners, and families of South Central Kansas

CUSTOM DETAIL



MLS # 52844
Status Active
Class LAND
Area Haven
Address 0000 S Obee Rd
City Hutchinson
County Reno
State KS
Zip 67501-0000

Total Acres 64.90
Asking Price \$1
Sale/Rent For Sale



GENERAL

Geo Zone Yoder
Virtual Tour 2 Virtual Tour 2
List Ofc 1 - Ofc Nm Ph Riggin & Company - office: 316-773-3535
Agent - E-mail rusty@rigginhomes.com
Seller Name 1 Gale Ediger Estate
Listing Date 6/16/2025
Parcel ID # 161020000007020
Lot Type Irregular
Type of Crop Likely will be Milo
Mineral Rights Included Yes
Water Rights Included Yes
Oil & Gas Rights Included Yes
Land Type Irrigated
Middle School Haven
Occupant Tenant
Sellers Disclosure Yes
Ag. Relationship w/Owner Seller's Agent
IDX Include Y
Agent Hit Count 0
Assoc Doc 0
Original Price \$1
Legal Description YODER TOWNSHIP, S02, T24, R05W, ACRES 64.9, N/2 SW/4 EXC TR COM AT NW COR SW/4 TH S 505FT TO POB TH
Driving Directions North from Yoder on Yoder Road 3 miles (just past Arkansas River Bridge). Turn right (east) one mile to Obee and north to property.

Virtual Tour Virtual Tour
Agent - Agt Nm Ph RUSTY RIGGIN - CELL: 316-633-3535
List Agt 2 - Agt Nm Ph MORRIS YODER - CELL: 620-899-6227
Owner Type Individual
Seller Name 2 Roger and Ron Ediger, Diane Meadows
Expiration Date 8/21/2025
Price Per Acre \$0.02
Number of Acres Planted 60.00
Acreage Source CH
Mineral Rights Leased No
Water Rights Leased No
Oil & Gas Rights Leased No
Elementary School Haven
High School Haven
Curr. Monthly Gross Rent \$0
Flood Insurance Required Yes
Preferred Title Company Security 1st Title
Price Date 6/16/2025
Subject to Tenants Rights Yes
Client Hit Count 0
Picture Count 35
Showing Instructions Call Morris Yoder 620-899-6227

FEATURES

ADDITIONAL DOCS ON FILE
Aerial
Sellers Disc. Statement
BUILDINGS/STRUCTURES
None
DIVIDE
Will NOT Divide
EQUIPMENT INCLUDED
Yes
FARM/RANCH TYPE
Crop
FENCING
None

IRRIGATION TYPE
Pivot
Other (See Remarks)
LISTING TYPE
Excl. Right WITHOUT Res.
LOT IMPROVEMENTS
None
POSSESSION
Subject to Tenants
PROPERTY IMPROVEMENTS
Other (See Remarks)

ROAD FRONTAGE
County
ROAD SURFACE
Gravel
SEWER
None
SOIL/LAND TYPE
Sandy Loam
Bottomland
SURFACE WATER
Lake/Pond

TERMS
Auction
Cash to Seller
Conventional
TITLE EVIDENCE
Title Policy
TOPOGRAPHY
Level
Partially Wooded
UTILITIES
None
WATER
ON-SITE-Water Well-1

FINANCIAL

Assumable (Y/N) No
General Taxes 667.86
Total Property Taxes \$ \$667.86
Auction (Y/N) Yes
Real Estate Only Yes
Auction Start Time 6

Pre-Qualified Buyer (Y/N) Yes
Special Taxes \$ \$0.00
Tax Year 2024
Type of Auction Sale Minimum Sale
Auction Date 7/10/2025
Auction AM/PM PM

REMARKS TO GENERAL PUBLIC

RemPub It is our pleasure to offer this 65 Acres of bottomland near Yoder, KS. Real Estate Auction located at the Heritage Tours Building in Yoder Kansas. (On-line Bidding Available) July 10, 2025 @ 6:00 PM Approximately 38 acres on pivot with all water rights. The balance of the land is dryland with a small grove of trees. Mostly surrounded by tree rows. Good access to Yoder Road and great location between Hutchinson and Yoder. Lots of wildlife and near the Arkansas River. Tons of deer, turkey and other birds. Excellent crops in a popular area to live. Could be a fantastic homesite, as the irrigated land is at the "back" of the property and away from Obee Road (check county for building rules/restrictions). Good income production from farming and potentially hunting. There is also a nice, small pond, secluded on the east end of the property and perennially has provided good fishing. Lots of advantages to owning this property! Property is being sold "as is, where is". It is the Buyers responsibility to inspect the property in all aspects prior to the Auction. Earnest money is due in the amount of \$10,000.00 from Auction winning bidder and is non-refundable. The property will be open 2 hours prior to Auction time for viewing. Statements made the day of Auction take precedence over printed material. (All info deemed reliable but not guaranteed. Check Schools)

PRIVATE REMARKS

PriRemarks Please call or go online for a Buyer Registration Form. Form must be filled out and returned 24 hours prior to auction start or receipt of initial online bid.

TERMS OF SALE

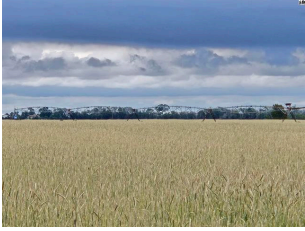
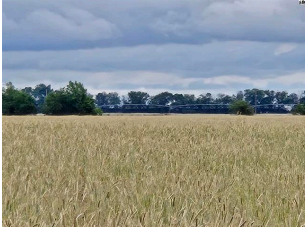
Terms of Sale 1. Property is being sold "as is, where is" and is not subject to any financing contingency or conditions. All inspections must be completed prior to the Auction. 2. Owner's Title Insurance and Closing Fee to be split 50/50 by Buyer(s)/Seller(s). 3. Earnest Money is Non-Refundable and due day of Auction with completed contract. 4. On-line Bidding Available with registration. We may ask for you to provide Proof of Funds. 5. 30 - Day Closing 6. Possession subject to tenant harvest

PERSONAL PROPERTY

Personal Property Irrigation Pivot is part of the sale

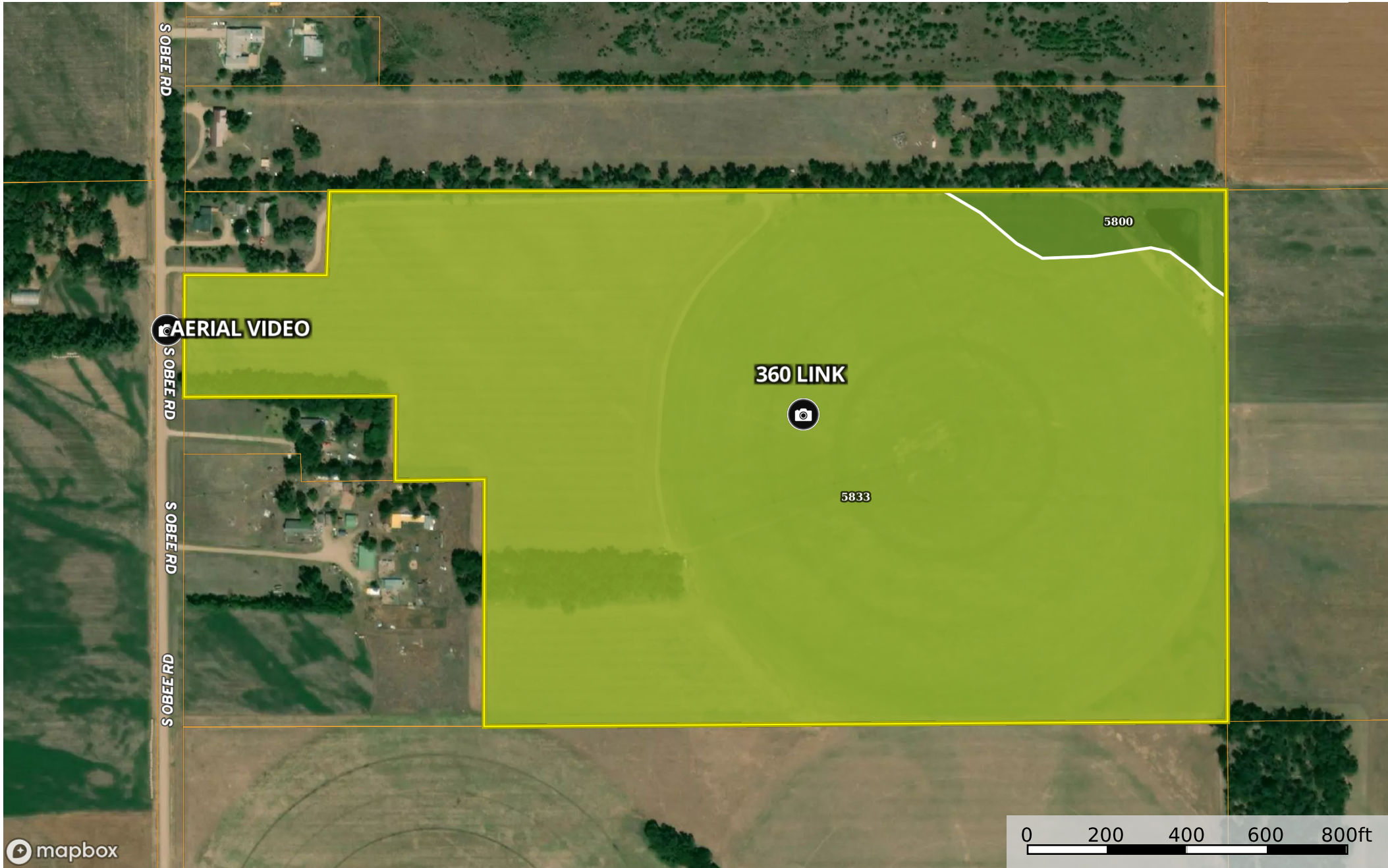
ADDITIONAL PICTURES





DISCLAIMER

This information is deemed reliable, but not guaranteed.



| Boundary 1 64.9 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5833	Saxman loamy sand, 0 to 1 percent slopes	62.58	96.43	0	26	3e
5800	Mahone loamy fine sand, rarely flooded	2.32	3.57	0	45	2w
TOTALS		64.9(*)	100%	-	26.68	2.96

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

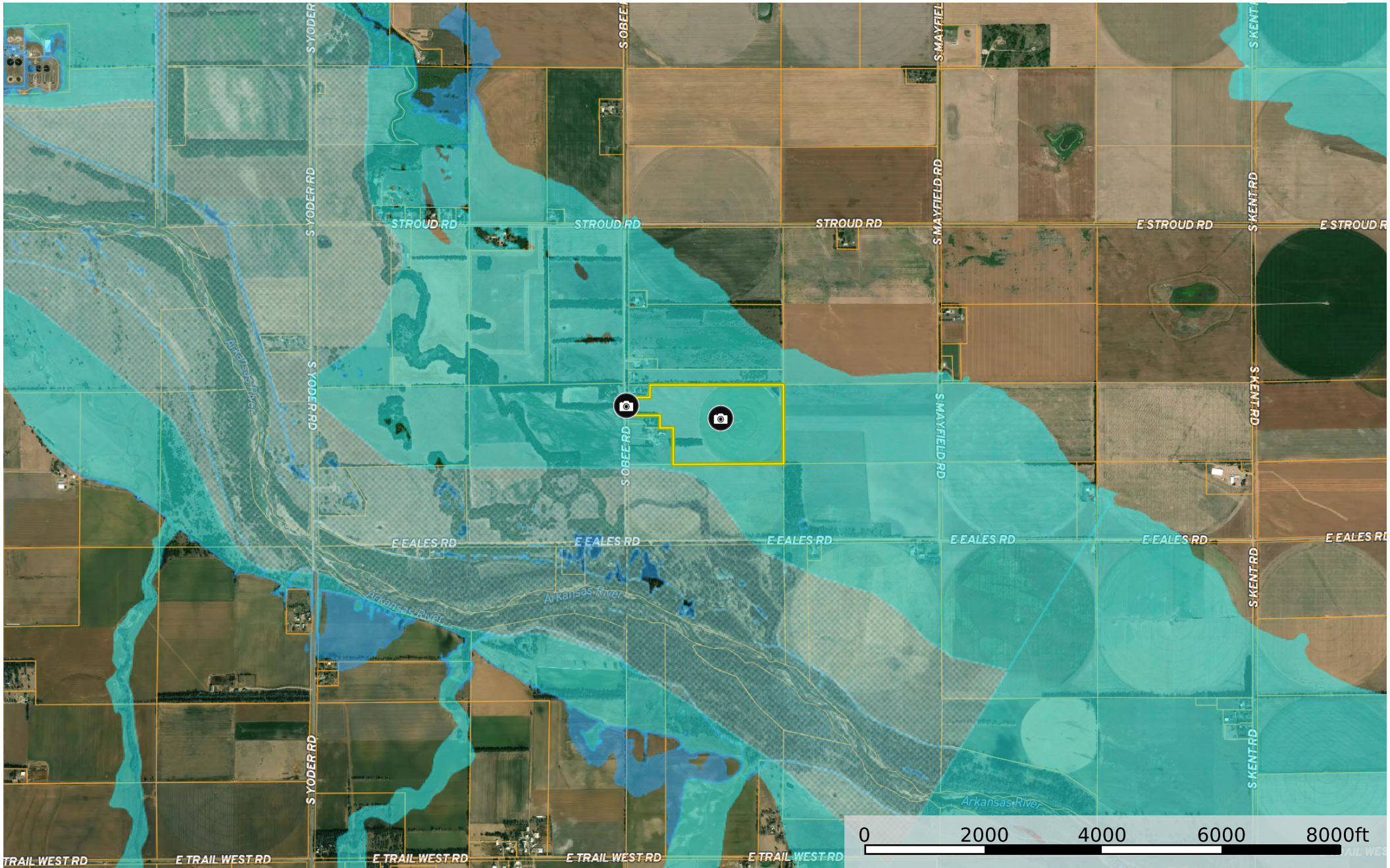
								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Ediger 65
Kansas, AC +/-



- Photo Point
- Boundary 1
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not Included

Reno County, KS

Summary

Parcel ID	1610200000007020
Quick Ref ID	R28029
Property Address	S OBEE RD HUTCHINSON, KS 67501
Brief	YODER TOWNSHIP, S02, T24, R05W, ACRES 64.9, N/2 SW/4 EXC TR COM AT NW COR SW/4 TH S 505FT TO POB TH E 555FT TH S 210FT TH E 210FT TH S 613.64FT TH W 765FT TH N 823.64FT TO POB LESS RD
Tax Description	R/W & EXC TR BEG AT NW COR SW/ 4 TH E 380FT TH S 201FT TH W 380FT TH N (Note: Not to be used on legal documents)
Taxing Unit Group	206
Lot Size (SF)	N/A
Acreage	64.92
Property Class	Agricultural Use
Zoning	N/A
Lot Block	- - - YODER TOWNSHIP
Subdivision	
S-T-R	02-24-05W
Deed Book & Page	689 - 66; 689 - 67;
Neighborhood	082.1

Owner

Primary Owner
[Ediger, Gale H](#)
6406 S Yoder Rd
Haven, KS 67543

Ag Acreage

Details:								Summary:	
Ag Type	Ag Acres	Ag Soil	Non-irrigated Base Rate	Non-irrigated Adjusted Rate	Irrigated Base Rate	Irrigated Adjusted Rate	Total Value	Dry Land Acres	25.94
DR	24.51	5833	10	10	0	0	250	Irrigated Acres	38.98
DR	1.43	WST	10	10	0	0	10	Native Grass Acres	
IR	2.32	5800	0	0	427	325	750	Tame Grass Acres	
IR	36.66	5833	0	0	414	315	11550	Total Ag Acres	64.92
								Total Ag Value	12560.00

Valuation

2025 Appraised Value				2024 Appraised Value			
Class	Land	Building	Total	Class	Land	Building	Total
A	\$12,560	\$0	\$12,560	A	\$11,930	\$0	\$11,930
Total	\$12,560	\$0	\$12,560	Total	\$11,930	\$0	\$11,930

Historical Valuations

2023 Appraised Value				2022 Appraised Value			
Class	Land	Building	Total	Class	Land	Building	Total
A	\$13,530	\$0	\$13,530	A	\$14,880	\$0	\$14,880
Total	\$13,530	\$0	\$13,530	Total	\$14,880	\$0	\$14,880

No data available for the following modules: Market Land Info, Residential Information, Mobile Home Information, Commercial Information, Other Buildings, Other Building Components, Building Permits, Historical Valuations (Con't), Photos, Sketches.

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Reno County, KS

Summary

Tax ID EDIG00154
Tax Year 2024
Name EDIGER, GALE H
Property Address 00000 S OBEE
Sec-Twp-Rng 2--24-05
Description
Parcel ID/Cama 1610200000007020
Parcel Classes RL
Tax Unit 206

Tax History

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIQ
2024	\$0	0.000	\$0.00	\$0.00	\$3.24	\$3.24	N
2024	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2024	\$0	0.000	\$0.00	\$0.00	\$78.40	\$78.40	N
2024	\$0	0.000	\$0.00	\$0.00	\$521.30	\$521.30	N
2023	\$0	0.000	\$0.00	\$0.00	\$3.24	\$3.24	N
2023	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2023	\$0	0.000	\$0.00	\$0.00	\$78.40	\$78.40	N
2023	\$0	0.000	\$0.00	\$0.00	\$590.24	\$590.24	N
2022	\$0	0.000	\$0.00	\$0.00	\$3.24	\$3.24	N
2022	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2022	\$0	0.000	\$0.00	\$0.00	\$73.50	\$73.50	N
2022	\$0	0.000	\$0.00	\$0.00	\$649.44	\$649.44	N
2021	\$0	0.000	\$0.00	\$0.00	\$3.25	\$3.25	N
2021	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2021	\$0	0.000	\$0.00	\$0.00	\$78.40	\$78.40	N
2021	\$0	0.000	\$0.00	\$0.00	\$726.78	\$726.78	N
2020	\$0	0.000	\$0.00	\$0.00	\$3.25	\$3.25	N
2020	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2020	\$0	0.000	\$0.00	\$0.00	\$98.00	\$98.00	N
2020	\$0	0.000	\$0.00	\$0.00	\$816.86	\$816.86	N
2019	\$0	0.000	\$0.00	\$0.00	\$3.25	\$3.25	N
2019	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2019	\$0	0.000	\$0.00	\$0.00	\$98.00	\$98.00	N
2019	\$0	0.000	\$0.00	\$0.00	\$1,013.68	\$1,013.68	N
2018	\$0	0.000	\$0.00	\$0.00	\$3.25	\$3.25	N
2018	\$0	0.000	\$0.00	\$0.00	\$53.90	\$53.90	N
2018	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2018	\$0	0.000	\$0.00	\$0.00	\$1,006.86	\$1,006.86	N
2017	\$0	0.000	\$0.00	\$0.00	\$3.24	\$3.24	N
2017	\$0	0.000	\$0.00	\$0.00	\$49.00	\$49.00	N
2017	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2017	\$0	0.000	\$0.00	\$0.00	\$865.12	\$865.12	N
2016	\$0	0.000	\$0.00	\$0.00	\$3.25	\$3.25	N

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIq
2016	\$0	0.000	\$0.00	\$0.00	\$49.00	\$49.00	N
2016	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2016	\$0	0.000	\$0.00	\$0.00	\$787.60	\$787.60	N
2015	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2015	\$0	0.000	\$0.00	\$0.00	\$69.00	\$69.00	N
2015	\$0	0.000	\$0.00	\$0.00	\$750.20	\$750.20	N
2014	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2014	\$0	0.000	\$0.00	\$0.00	\$685.42	\$685.42	N
2013	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2013	\$0	0.000	\$0.00	\$0.00	\$558.10	\$558.10	N
2012	\$0	0.000	\$0.00	\$0.00	\$64.92	\$64.92	N
2012	\$0	0.000	\$0.00	\$0.00	\$508.48	\$508.48	N
2011	\$0	0.000	\$0.00	\$0.00	\$64.90	\$64.90	N
2011	\$0	0.000	\$0.00	\$0.00	\$479.64	\$479.64	N
2010	\$0	0.000	\$0.00	\$0.00	\$474.76	\$474.76	N
2010	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2010	\$0	0.000	\$0.00	\$25.87	\$51.75	\$51.75	N
2010	\$0	0.000	\$0.00	\$32.45	\$64.90	\$64.90	N
2009	\$0	0.000	\$0.00	\$0.00	\$468.01	\$468.01	N
2009	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2009	\$0	0.000	\$0.00	\$27.60	\$55.20	\$55.20	N
2009	\$0	0.000	\$0.00	\$32.45	\$64.90	\$64.90	N
2008	\$0	0.000	\$0.00	\$0.00	\$488.69	\$488.69	N
2008	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2008	\$0	0.000	\$0.00	\$28.29	\$56.58	\$56.58	N
2008	\$0	0.000	\$0.00	\$32.45	\$64.90	\$64.90	N
2007	\$0	0.000	\$0.00	\$0.00	\$480.69	\$480.69	N
2007	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2007	\$0	0.000	\$0.00	\$28.29	\$56.58	\$56.58	N
2007	\$0	0.000	\$0.00	\$32.45	\$64.90	\$64.90	N
2006	\$0	0.000	\$0.00	\$0.00	\$479.28	\$479.28	N
2006	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2006	\$0	0.000	\$0.00	\$29.32	\$58.65	\$58.65	N
2005	\$0	0.000	\$0.00	\$0.00	\$463.73	\$463.73	N
2005	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2004	\$0	0.000	\$0.00	\$0.00	\$466.32	\$466.32	N
2003	\$0	0.000	\$0.00	\$0.00	\$443.37	\$443.37	N
2003	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2003	\$0	0.000	\$0.00	\$20.09	\$40.18	\$40.18	N
2002	\$0	0.000	\$0.00	\$0.00	\$714.44	\$714.44	N
2002	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2002	\$0	0.000	\$0.00	\$16.90	\$33.81	\$33.81	N
2001	\$0	0.000	\$0.00	\$0.00	\$605.40	\$605.40	Y
2001	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	Y
2001	\$0	0.000	\$0.00	\$15.92	\$31.85	\$31.85	Y
2000	\$0	0.000	\$0.00	\$0.00	\$678.57	\$678.57	N
2000	\$0	0.000	\$0.00	\$1.62	\$3.25	\$3.25	N
2000	\$0	0.000	\$0.00	\$14.70	\$29.40	\$29.40	N

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIQ
1999	\$0	0.000	\$0.00	\$0.00	\$591.74	\$591.74	N
1999	\$0	0.000	\$0.00	\$1.65	\$3.30	\$3.30	N
1999	\$0	0.000	\$0.00	\$14.70	\$29.40	\$29.40	N

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SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated:
December 2014

SELLER:

Gale H Ediger

DATE:

05/21/2025

PROPERTY ADDRESS:

0000 S Obee Rd

Hutchinson

KS

67501

LEGAL DESCRIPTION:

YODER TOWNSHIP, S02, T24, R05W, ACRES 64.9, N/2 SW/4 EXC TR COM AT NW COR SW/4 TH S 505FT TO POB TH E 555FT TH S 210FT TH E 210FT TH S 613.64FT TH W 765FT TH N 823.64FT TO POB LESS RD R/W & EXC TR BEG AT NW COR SW/ 4 TH E 380FT TH S 201FT TH W 380FT TH N

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

RE
SELLER'S INITIALS

SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
- (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate date that SELLER acquired the Property: 2002
2. What is the current zoning of the Property?
AGRICULTURAL

Part 4. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☐ Public Water ☐ Private Water ☒ Well ☐ Cistern ☐ Other ☐ None
2. If the water source is a Well, please state: Type Casing Depth 30'
Diameter 16" Age 1991
3. If the water source is a Well, has the water originating from the well ever been tested? ☒ Yes ☐ No
If Yes, please provide the results of such tests in separate documentation.
4. Does the Property have any sewage facilities on or connected to it? ☐ Yes ☒ No
If Yes, please specify: ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Lagoon ☐ Grinder Pump ☐ Cesspool
5. If there are sewage facilities on or connected to the Property, when were they last serviced? _____
6. Are you aware of any problems relating to the water systems or sewage facilities on the Property? ☐ Yes ☒ No
If Yes, please explain: _____

7. Additional Comments: _____

Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:

1. Is there electrical service connected to the Property? ☐ Yes ☒ No
2. If there is electrical service connected to the Property, is there a meter? ☐ Yes ☒ No
3. If there is no electrical service connected to the Property, what is the distance to the electrical service? LESS THAN 90 FT
4. Is natural gas connected to the Property? ☐ Yes ☒ No
5. If there is no natural gas connected to the Property, what is the distance to the nearest source? UNKNOWN
6. Is there a natural gas well on the Property? ☐ Yes ☒ No
7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant? ☐ Yes ☒ No
8. Are you aware of any additional costs to hook up utilities to the Property? ☐ Yes ☒ No

If Yes, please explain:

WEST SIDE OF THE PROPERTY IS NEXT TO OBEE RD WHICH HAS
ELECTRICAL SERVICE

9. Additional Comments: _____

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? ☒ Yes ☐ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Has the Property had a stake survey? UNKNOWN
If Yes, please attach a copy of the stake survey. ☐ Yes ☐ No
5. Are the boundaries of the Property marked in any way? ☒ Yes ☐ No
6. Do you have an Improvement Location Certificate (ILC) for the Property? Fenced on three sides
If Yes, please attach a copy of the Improvement Location Certification (ILC). ☐ Yes ☒ No
7. Is there fencing on the Property? ☐ Yes ☒ No
If Yes, does the fencing belong to the Property? ☐ Yes ☐ No
8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? ☒ Yes ☐ No
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☒ No
10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season? ☐ Yes ☒ No
12. Has the Property received any notice for non-compliance with the noxious weed law? ☐ Yes ☒ No
13. Is there currently a lien on the Property due to actions taken under the noxious weed law? ☐ Yes ☒ No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:

~~FENCES~~ FENCE ON NORTH SIDE OF PROPERTY PUT IN BY NEIGHBORING
LAND OWNER (SOUTH SIDE OF PROPERTY) TREE ROW ON NORTH
SIDE OF PROPERTY

15. Additional Comments:

Part 7. HAZARDOUS CONDITIONS:

1. Are you aware of any underground storage tanks on or near this Property? ☐ Yes ☒ No
2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)? ☐ Yes ☒ No
3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? ☐ Yes ☒ No
If Yes, please attach a copy of the environmental reports.
4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? ☐ Yes ☒ No
7. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
8. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here:

10. Additional Comments:

Part 8. OTHER MATTERS:

Are you aware of:

1. Any violation of zoning, setbacks or restrictions or of a non-conforming use? ☐ Yes ☒ No
2. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
3. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
4. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
5. Any current or future special assessment pertaining to the Property? ☐ Yes ☒ No
6. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
7. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No
8. Any burial grounds on the Property? ☐ Yes ☒ No

9. Any leases on the Property?

☐ Yes ☒ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

No lease agreement. There is a verbal agreement between Daniel Kelley to vacate property after fall harvest. It is a 1/3 landlord/2/3 Tenant agreement, with the landlord share going to the new buyer. Milo crop

10. Any easements or leases on the Property regarding wind energy?

☐ Yes ☒ No

If Yes, please attach a copy of the easement or lease agreement.

11. Any public authority contemplating condemnation proceedings?

☐ Yes ☒ No

12. Any government rule limiting the future use of the Property other than existing zoning regulations?

☐ Yes ☒ No

13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?

☐ Yes ☒ No

14. Has the Property been entered into, enrolled or placed into any government farm or conservation program?

☐ Yes ☒ No

15. Any interest in all or part of the Property that has been reserved by the previous owner or government action?

☐ Yes ☒ No

16. Any unrecorded interests affecting the Property?

☐ Yes ☒ No

17. Anything that would interfere in passing clear title to the BUYER?

☐ Yes ☒ No

18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here:

19. Additional Comments:

Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:

SELLER owns:

1. Mineral rights?

☒ Yes ☐ No ☐ Portion of Rights

2. Crops?

☐ Yes ☐ No ☒ Portion of Rights

3. Conservation Reserve Program (CRP) payments?

☐ Yes ☒ No ☐ Portion of Rights

4. Water rights?

☒ Yes ☐ No ☐ Portion of Rights

5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here:

CROPS ARE SHARE RENTED 1/3 TO OWNER, 2/3 TO TENANT.

6. Additional Comments:

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the SELLER'S Agricultural Land Property Disclosure Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Gale H Ediger (c/o Executor) 5/26/25

SELLER'S SIGNATURE *Gale H Ediger*

DATE

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

37.00

397-135

Submit completed application to:
Kansas Department of Agriculture
Division of Water Resources
Field Office for your area.
Call for address:
Topeka -- (785) 368-8251
Stafford -- (620) 234-5311
Stockton -- (785) 425-6787
Garden City -- (620) 276-2901
www.accesskansas.org/kda

**DWR FIELD OFFICE
APPLICATION FOR APPROVAL
TO CHANGE THE PLACE OF USE
AND/OR THE
POINT OF DIVERSION**



STATE OF KANSAS

WATER METER REQUIRED

Filing Fee Must Accompany the Application, K.S.A. 82a-708b(b) -- Fee Schedule is on the third page of this application form.

Paragraph Nos. 1, 2, 3 & 5 must be completed. Complete all other applicable portions. If change in point of diversion is greater than 100 feet, or if place of use will be changed, include a topographic map or detailed plat showing the authorized and proposed point(s) of diversion and/or place of use.

- ☐ Vested Right under File No. _____
☒ Water Right under File No. 29,659
☐ Appropriation Right under File No. _____

STATE OF KANSAS }
RENO COUNTY }
This instrument was filed for record on
the 20 day of April A.D. 2005
at 9:15 o'clock A.M. and duly
recorded in Book 397 on Page 12
Fee \$ 6.00 (n)
Carol Salter
REGISTER OF DEEDS

1. Application is hereby made for approval of the Chief Engineer to change the (check one or more):
☒ Place of Use ☐ Point of Diversion
under the water right which is the subject of this application in accordance with the conditions described below.
The source of supply is: ☒ Groundwater ☐ Surface water

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2. Name and address of Applicant: Richard E. Seck
6614 East Eales Road - Hutchinson, Kansas 67501
Phone Number: (620) 662 - 5545 Email address: _____
Name and address of Water Use Correspondent: Farmers National Co. (STAFFORD)
P.O. Box 803 - Pratt, Kansas 67124
Phone Number: (316) 215 - 0192 ✓ Email address: _____
MAR 9 1 2005
11:00 A.M.
Division of Water Resources
Kansas Department of Agriculture

3. The presently authorized place of use is:
Owner of Land ----- NAME: Gale & Joleen Ediger / Dean Eales & Nancy K. Eales
ADDRESS: 6406 S. Yoder Road - Haven, KS 67543 5418 S. Obee Road - Hutchinson, KS 67501
(If there is more than one landowner, attach supplemental sheets as necessary.)

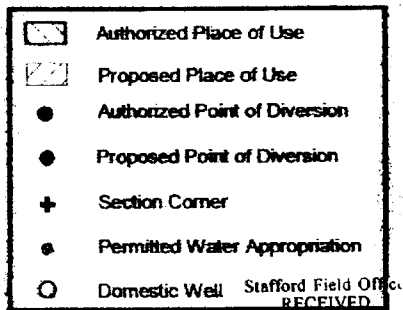
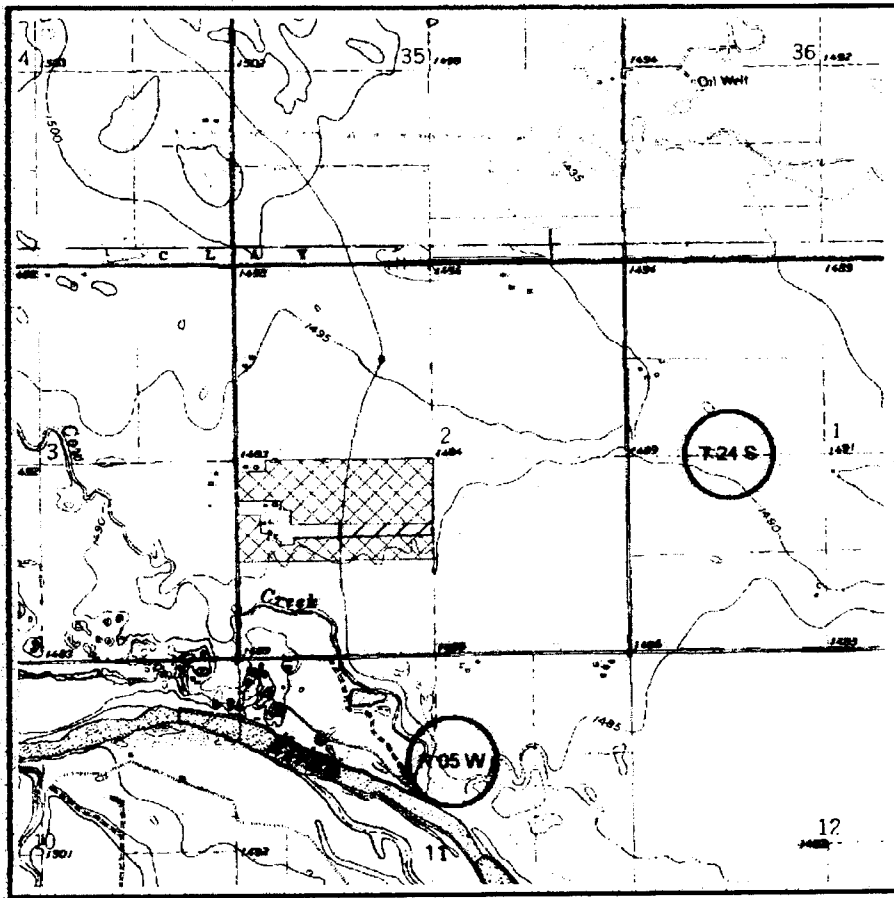
Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
✓ 2	24	05W									36	30							66

4. If this application is for a change in place of use, it is proposed that the place of use be changed to:
Owner of Land ----- NAME: Gale & Joleen Ediger / Dean Eales & Nancy K. Eales
ADDRESS: 6406 S. Yoder Road - Haven, KS 67543 5418 S. Obee Road - Hutchinson, KS 67501
(If there is more than one landowner, attach supplemental sheets as necessary.)

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
✓ 2	24	05W									39	30							69

For Office Use Only: Code _____ Fee \$ _____ TR # _____ Receipt Date _____ Check # _____

Application Map



Scale: 1 inch = 2,000 feet

MAR 31 2005

Division of Water Resources
Kansas Department of Agriculture

5. The presently authorized point(s) of diversion is (are) One (1) Well & One (1) Pump & One (1) Motor located as follows:

(a) One in the SE quarter of the NW quarter of the SW quarter of Section 2, Township 24, South, Range 5 (E/W), in RENO County, Kansas, 1690 feet north 4020 feet west of Southeast corner of section. Authorized Rate 475 gpm Authorized Quantity 49 AF Depth of well -30 (feet) Computer ID No. 03 (Division of Water Resources use only)

(b) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, Township _____, South, Range _____ (E/W), in _____ County, Kansas, _____ feet north _____ feet west of Southeast corner of section. Authorized Rate _____ Authorized Quantity _____ Depth of well _____ (feet) Computer ID No. _____ (Division of Water Resources use only)

Use supplemental sheet for additional points of diversion, if needed.

6. If this application is for a change in point of diversion, the proposed location of the point(s) of diversion (ls) (are) _____ located as follows:

(a) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, Township _____, South, Range _____ (E/W), in _____ County, Kansas, _____ feet north _____ feet west of Southeast corner of section. Proposed well depth (feet) _____

(b) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, Township _____, South, Range _____ (E/W), in _____ County, Kansas, _____ feet north _____ feet west of Southeast corner of section. Proposed well depth (feet) _____

Use supplemental sheet for additional points of diversion, if needed.

7. Why do you need a new point of diversion? _____

NA

8. If a well, is the test hole log attached? ☐ Yes ☐ No

9. When do you propose to complete the new point of diversion? _____

NA

10. If the point of diversion is a well:

(a) What are you going to do with the old well?

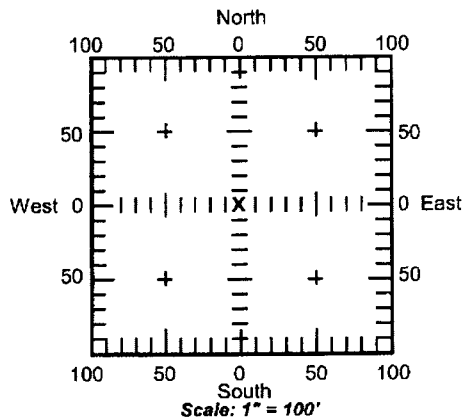
NA

(b) When will this be done? NA

11. Groundwater Management District recommendation attached? ☒ Yes ☐ No

12. Assisted by Jan Stryker - SFO

13a. If the proposed point of diversion will be relocated within 100 feet of the existing point of diversion, indicate its location on the diagram below in relation to the existing point of diversion. (PLEASE NOTE: The "X" in center of diagram below represents presently authorized point of diversion.)



13b. If the proposed point of diversion will be relocated more than 100 feet but within 1320 feet from the existing point of diversion, attach a topographic map or aerial photograph. For groundwater sources, show all wells (including domestic) within one-half mile of the proposed point of diversion and the names and mailing addresses of the owners. For surface water sources, show the names and addresses of the landowner(s) one-half mile downstream and one-half mile upstream from your property lines.

Stafford Field Office
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MAR 31 2005

Division of Water Resources
Kansas Department of Agriculture

14. If the proposed groundwater point of diversion is 300 or fewer feet from existing point of diversion, complete the following:

- (a) Does the undersigned represent all owners of the currently authorized place(s) of use identified in this application?
☐ Yes ☐ No (If no, all owners must sign this application.)
- (b) Will the ownership interest of any owner of the currently authorized place(s) of use identified in this application be adversely affected if this application is approved as requested?
☐ Yes ☐ No (If yes, all owners must sign this application.)
- (c) If this application is not approved expeditiously, will there be substantial damage to property, public health or safety?
☐ Yes ☐ No (If no, all owners must sign this application.)

If the application proposes a surface water change in point of diversion, a groundwater change in point of diversion greater than 300 feet, or a change in place of use, the application must be signed by all owners of the currently authorized place of use, or their duly authorized agent (attach notarized statement authorizing representation).

I declare that I am an owner of the currently authorized place of use as identified herein, or that I represent all such owners and am authorized to make this application on their behalf, and declare further that the statements contained herein are true, correct, and complete.

Dated at S. Hutchinson, Kansas, this 19th day of March, 2005
(city) (day) (month) (year)

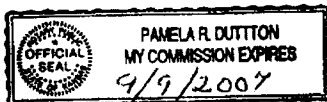
Dean Eales
(Owner)

Nancy K Eales
(Spouse)

(Owner)

(Spouse)

State of Kansas)
County of Peru) SS



I hereby certify that Dean Eales and Nancy K Eales appeared
before me and signed this foregoing application in my presence this 19th day of March, 2005.
(day) (month) (year)

Pamela R. Dutton
Notary Public

My Commission Expires 9/9/2007

ONLY COMPLETE APPLICATIONS WILL BE PROCESSED. To be complete, all of the applicable portions of the application form must be completed with accurate information; maps, if necessary, must be included; signatures of all the appropriate owners must be affixed to the application and notarized; and the appropriate fee must be paid.

FEE SCHEDULE Effective July 1, 2002

Each application to change the place of use or the point of diversion under this section shall be accompanied by the application fee set forth in the schedule below: Make checks payable to: Kansas Department of Agriculture *

- | | |
|---|-------|
| (1) Application to change a point of diversion 300 feet or less | \$100 |
| (2) Application to change a point of diversion more than 300 feet | \$200 |
| (3) Application to change the place of use | \$200 |

Any application submitted which requests two of the types of changes set forth above shall be accompanied by a fee of \$300.

MAR 31 2005

Division of Water Resources
Kansas Department of Agriculture

14. If the proposed groundwater point of diversion is 300 or fewer feet from existing point of diversion, complete the following:

- (a) Does the undersigned represent all owners of the currently authorized place(s) of use identified in this application?
☐ Yes ☐ No (If no, all owners must sign this application.)
- (b) Will the ownership interest of any owner of the currently authorized place(s) of use identified in this application be adversely affected if this application is approved as requested?
☐ Yes ☐ No (If yes, all owners must sign this application.)
- (c) If this application is not approved expeditiously, will there be substantial damage to property, public health or safety?
☐ Yes ☐ No (If no, all owners must sign this application.)

If the application proposes a surface water change in point of diversion, a groundwater change in point of diversion greater than 300 feet, or a change in place of use, the application must be signed by all owners of the currently authorized place of use, or their duly authorized agent (attach notarized statement authorizing representation).

I declare that I am an owner of the currently authorized place of use as identified herein, or that I represent all such owners and am authorized to make this application on their behalf, and declare further that the statements contained herein are true, correct, and complete.

Dated at Yoder, Kansas, this 30 day of March, 2005
(city) (day) (month) (year)

Gale E. Ediger
(Owner)

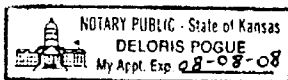
Joleen K. Ediger
(Spouse)

(Owner)

(Spouse)

State of Kansas)
County of Reno) SS

I hereby certify that Gale Ediger and Joleen Ediger appeared
before me and signed this foregoing application in my presence this 30th day of March, 2005
(day) (month) (year)



Deloris Pogue
Notary Public

My Commission Expires 08-08-08

ONLY COMPLETE APPLICATIONS WILL BE PROCESSED. To be complete, all of the applicable portions of the application form must be completed with accurate information; maps, if necessary, must be included; signatures of all the appropriate owners must be affixed to the application and notarized; and the appropriate fee must be paid.

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- | | |
|---|-------|
| (1) Application to change a point of diversion 300 feet or less | \$100 |
| (2) Application to change a point of diversion more than 300 feet | \$200 |
| (3) Application to change the place of use | \$200 |

Any application submitted which requests two of the types of changes set forth above shall be accompanied by a fee of \$300.

MAR 31 2005

Division of Water Resources
Kansas Department of Agriculture

SUMMARY ORDER APPROVING APPLICATION FOR CHANGE AND IMPOSING CONDITIONS

This Summary Order is issued under authority of K.S.A. 82a-708b and K.A.R. 5-14-3 and other applicable provisions of the *Kansas Water Appropriation Law, K.S.A. 82a-701 et. seq.*, and rules and regulations promulgated thereunder, K.A.R. 5-1-1 et. seq. With the exception of those conditions expressly contained herein, this Summary Order does not change the terms, conditions and limitations of File No. 29,659.

1. A change application was received on 8/31/2005 requesting that the place of use and / or point of diversion authorized under the above-referenced file number be changed as described in the application.
2. On and after the effective date of this summary order, the authorized place(s) of use shall be located substantially as shown on the topographic map accompanying the application to change the place of use. ☒ Applicable ☐ Not Applicable
3. The change in point of diversion shall not impair existing rights and shall be limited to the same source or sources of water as previously authorized. The point of diversion authorized by this summary order shall be located within a _____ foot radius of the authorized point(s) of diversion. ☐ Applicable ☒ Not Applicable
4. The point(s) of diversion authorized herein shall not actually be located more than _____ feet from the previously authorized point(s) of diversion. ☐ Applicable ☒ Not Applicable
5. As required by K.A.R. 5-3-5d, if the works for diversion is a well with a diversion rate of 100 gallons per minute or more, a tube or other device suitable for making water level measurements shall be installed, operated and maintained in accordance with K.A.R. 5-6-13. ☐ Applicable ☒ Not Applicable
6. The owner of the authorized place(s) of use shall properly install an acceptable water meter on or before December 31, 2005, or before the first use of water, whichever occurs first. The water meter shall be installed, operated and maintained in accordance with K.A.R. 5-1-4 through 5-1-12. As required by K.S.A. 82a-732 and K.A.R. 5-3-5e, the owner shall maintain records and report the reading of the water meter and the total quantity of water diverted annually to the Chief Engineer by March 1 following the end of each calendar year. ☒ Applicable ☐ Not Applicable
7. Installation of the works for diversion of water shall be completed on or before December 31, 20____, or within any authorized extension of time. By March 1, 20____ the applicant shall notify the Chief Engineer that construction of the works for diversion has been completed, on the form provided by the Chief Engineer, as required by K.A.R. 5-8-4e. ☐ Applicable ☒ Not Applicable
8. The completed well log shall be submitted with the required notice. ☐ Applicable ☒ Not Applicable
9. All diversion works into which any type of chemical or other foreign substance will be injected into the water shall be equipped with an in-line, automatic, quick-closing check valve capable of preventing pollution of the source of the water supply. The check valve(s) shall be installed, operated and maintained in accordance with K.A.R. 5-3-5c. ☒ Applicable ☐ Not Applicable
10. Additional Conditions are attached. ☐ Yes ☒ No
11. In accordance with K.S.A. 82a-708a and K.A.R. 5-5-14, all of the owners of the authorized place(s) of use of water appropriated under the above-referenced file number are responsible for compliance with its terms, conditions and limitations, as amended and/or supplemented by this Summary Order, and with applicable provisions of the *Kansas Water Appropriation Law* and the *Rules and Regulations* promulgated thereunder. Failure to comply with these provisions may result in civil penalties pursuant to K.S.A. 82a-737 and/or the suspension or revocation and dismissal of the water or appropriation right.

Administrative Appeal and Effective Date of Order

You have the right to a hearing in accordance with K.A.R. 5-14-3 before this Summary Order becomes a final action of the Kansas Department of Agriculture. Any request for a hearing must be filed with the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, 109 SW 9th Street, Topeka, Kansas 66612, within 15 days after the date shown on the Certificate of Service attached hereto. If a hearing is not requested in accordance with K.A.R. 5-14-3, this Summary Order will become effective on the 15th day after the date shown on the Certificate of Service.

For Use by Register of Deeds

Stafford Field Office
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MAR 31 2005

Division of Water Resources
Kansas Department of Agriculture

FOR OFFICE USE ONLY APPLICATION APPROVED AND SUMMARY ORDER ISSUED

By: M. Bruce Falk
Duly Authorized Designee of the Chief Engineer

(Print Name): M. Bruce Falk
Division of Water Resources - Kansas Department of Agriculture

Date of Issuance: April 15, 2005

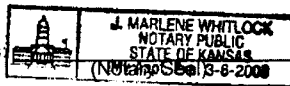
State of Kansas }
County of Stafford } SS

Acknowledged before me on April 15, 2005

by M. Bruce Falk

Signature: J. Marlene Whitlock
Notary Public

My commission expires:



CERTIFICATE OF SERVICE

On this 14th day of April, 2005, I hereby certify that the attached
SUMMARY ORDER APPROVING APPLICATION FOR CHANGE in Place of
Use for Water Right / Appropriation of Water, File No.
29,659, dated on the 15th day of April, 2005, was mailed
postage prepaid, first class, U.S. mail, to the following:

Gale & Goleen Ediger
6406 S. Gader Road
Haven KS 67543

J. Marlene Whitlock
Staff

Commitment Cover Page

Order Number: 3134987

Delivery Date: 06/09/2025

Property Address: 00000 S. Obee Rd., Hutchinson, KS 67501

For Closing Assistance

Security 1st Title
1001 N. Main Street
Hutchinson, KS 67501
Office: (620) 669-8289
hutchinson@security1st.com

For Title Assistance

Jamie Pegram
1001 N. Main Street
Hutchinson, KS 67501
Office: (620) 669-8289
jpeggram@security1st.com

Buyer/Borrower

A Legal Entity; To Be Determined
Delivered via: Electronic Mail

Agent for Seller

Riggin and Company
Attention: Anjanette Riggin
13029 E 53rd St N
Wichita, KS 67228
(316) 773-3535 (Work)
(316) 462-0619 (Work Fax)
ariggin@rigginhomes.com
Delivered via: Electronic Mail

Seller/Owner

Gale H. Ediger
Delivered via: Electronic Mail

Agent for Seller

Riggin and Company
Attention: Rusty Riggin
13029 E 53rd St N
Wichita, KS 67228
(316) 633-3535 (Cell)
(316) 773-3535 (Work)
(316) 462-0619 (Work Fax)
rusty@rigginhomes.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date:	06/09/2025	Buyer(s):	A Legal Entity; To Be Determined
Order No.:	3134987	Seller(s):	Gale H. Ediger
Issuing Office:	Title Hutchinson Security 1st Title 1001 N. Main Street Hutchinson, KS 67501	Property Address:	00000 S. Obee Rd., Hutchinson, KS 67501

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	
	Total TBD
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Vesting Documents:

[Reno county recorded 05/24/2004 at book 568 page 331](#)

[Reno county recorded 05/24/2004 at book 568 page 333](#)

[Reno county recorded 04/01/2022 at book 689 page 66](#)

Tax Information:

[37057](#)

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Westcor Land Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a Colorado Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Jamie Pegram
(620) 669-8289 (Work)
(620) 669-8280 (Work Fax)
jpegam@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity; To Be Determined
Issuing Office:	1001 N. Main Street Hutchinson, KS 67501	Title Contact:	Jamie Pegram (620) 669-8289 (Work) (620) 669-8280 (Work Fax) jpegam@security1st.com
ALTA Universal ID:	1100300		
Loan ID Number:			
Commitment No.:	KS-C3134987		
Property Address:	00000 S. Obee Rd., Hutchinson, KS 67501		

SCHEDULE A**1. Commitment Date:**

06/05/2025 at 07:00 AM

2. Policy to be issued:ALTA Owner's Policy 07-01-2021
Proposed Insured: A Legal Entity; To Be Determined
The estate or interest to be insured: Fee Simple

TBD

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Gale H. Ediger

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st TitleBy: 

David Armagost, President

Commitment No.: KS-C3134987

Exhibit A

North Half of the Southwest Quarter of Section 2, Township 24 South, Range 5 West of the 6th P.M., Reno County, Kansas, EXCEPT A TRACT described as: Beginning at the Northwest corner of the Southwest of said section; thence South along the West line of said section 505 feet to the place of beginning; thence East 555 feet; thence South 210 feet; thence West 241 feet; thence North 65 feet; thence West 314 feet to the Section line; thence North along said section line 145 feet to the point of beginning; AND EXCEPT A TRACT beginning at the Southwest corner of the North Half of said Southwest Quarter; thence North along the West line of said Southwest Quarter 677.77 feet to a point that is 650.00 feet South of the Northwest corner of said Southwest Quarter; thence with a deflection angle 90°00'00" right-East 314.00 feet; thence with a deflection angle 90°00'00" right-South parallel with the West line of said Southwest Quarter 65.00 feet; thence with a deflection angle 90°00'00" left-East 451.00 feet; thence with a deflection angle 90°00'00" right-South parallel with the West line of said Southwest Quarter 613.64 feet to the South line of the North Half of said Southwest Quarter; ; thence with a deflection angle 90°03'54" right-West along the South line of the said North Half of the Southwest Quarter 765.00 feet to the point of beginning; AND EXCEPT A TRACT beginning at the Northwest corner of the Southwest Quarter of said section; thence East along the North line of said Southwest Quarter 380.00 feet; thence with a deflection angle 89°56'17" right-South parallel with the West line of said Southwest Quarter 201.00 feet; thence with a deflection angle 90°03'43" right-West parallel with the North line of said Southwest Quarter 380.00 feet to the West line of said Southwest Quarter; thence with a deflection angle 89°56'17" right-North along the West line of said Southwest Quarter 201.00 feet to the point of beginning.

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SCHEDULE B, PART I - Requirements

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 Commitment 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, and recorded in the Public Records.
5. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$667.86, Paid

Tax Parcel Number: 37057

6. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
7. **File a Warranty Deed from Gale H. Ediger, stating marital status and joined by spouse, if any, to A Legal Entity; To Be Determined.**

The application for title insurance does not give the name of the prospective purchaser. We reserve the right to make any additional requirements we deem necessary when such name is ascertained.

8. **Provide this company with a properly completed and executed Owner's Affidavit.**
9. **Note: For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**

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.

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. 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 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 lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.**

NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.

8. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RENO County Register of Deeds.**
9. **Subject to existing road, street or highway rights of way.**
10. **The terms and provisions contained in the documents entitled "Resolution No. 86-8" recorded March 21, 1989 as Book 220, Page [141](#); and "Resolution No. 88-46" recorded March 21, 1989 as Book 220, Page [143](#); for Fire District No. 8.**
11. **The terms and provisions contained in the document entitled "DWR Field Office, Application for Approval to Change the Place of Use and/or the Point of Diversion, Water Right, File No. 29,659" recorded April 20, 2005 in Book 397, Page [135](#).**
12. **Terms and provisions of the oil and gas leases executed between Gale H. Ediger and Joleen K. Ediger, lessor, and Blueridge Petroleum Corp, lessee, for a primary term of 3 years, filed December 14, 2011, recorded in/on Book 469, Page [54](#); and Lease Extension Affidavit recorded November 10, 2014 in Book 504, Page [123](#), together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

13. "In the Matter of the Proposed Extension of the Boundaries of Equus Beds Groundwater Management District No. 2", recorded January 4, 1989 in Book 219 at Page [147](#) of the Reno County Record.
14. 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.
15. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to

this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

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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 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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All bidders must register to bid acknowledging that they have read and agree to the Terms and Conditions of Auction Sale for Real Estate (herein referred to as the "Terms of Sale") as outlined prior to bidding. By registering for the auction, the bidder understands that a Minimum Required Deposit Amount, as advertised on behalf of each property will be non-refundable and accepted in the form of either cash, certified check, cashier's check or wire transfer. A personal check may only be accepted from a registered bidder known by the Auctioneer. For On-Line bidders, this can be taken care of through the online application of the Title Company.

Auction Format: This is a **SELLER RESERVE** offering with the property being sold to the highest bidder(s). This will be a timed to live event with Online Bidding available through a mobile App or online. (Riggin and Company) All bids are considered an irrevocable offer to purchase and if the seller reserve is met when the auction closes the highest bidder will be required to complete the purchase contract as per the terms of the auction.

Announcements: The Auctioneer will explain the Terms of Sale and make any Auction Day Announcements **one** time, at the beginning of the auction. As a purchaser, it is your responsibility to know and understand all announcements before the auction begins. All announcements made on the day of auction take precedence over all previously written advertisements or any prior written or verbal terms of sale.

Agency: Listing agent, Co-listing agent, and the auctioneer(s) will be acting as Seller(s)' Agents.

Auctioneer Rights: All decisions of the Auctioneer are final. The Auctioneer reserves the right to reject any bid or bidder and has the right to accept backup contracts on the day of sale. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer.

Earnest Money Deposit: Immediately following the conclusion of the auction, the highest bidder shall enter into and sign a Real Estate Purchase Contract for the auctioned property. The high bidder shall provide an earnest deposit for **\$10,000.00 made payable to Security First Title**. Deposit funds are non-refundable unless the offer is not accepted by the Seller. If paying with a certified or cashier check, the check(s) should be made payable to yourself, and in the event, you are the Winning Bidder you will endorse it to the appropriate Escrow Agent. If bidding online or by proxy, you agree to deposit earnest money using the secure website (<https://www.security1st.com/oem>), wire transfer or local check (Cashiers, Personal or Company) to Security First Title within the required time period.

Total Purchase Price: A Buyer's Premium may be added to the successful winning bid amount and become part of the total contract price for all property(s) purchased at the auction. Applicable to this Sale Yes **XX No**. Buyer's Premium amount, if applicable: n/a .

At closing, the winning bidder must pay any remaining balance per the Purchase and Sale Agreement in addition to all other applicable fees and charges described herein and in the Auction Purchase and Sale Agreement.

Auction Location: On-Site. Online Bidding for registered bidders, applicable to this sale **XX** Yes No

Broker Registration: If there is going to be cooperation with Brokers/Agents the Broker/Agent must register their client by the published Deadline via the Broker Registration Form. A **1%** commission of the winning bid price (not to be confused with the Total Purchase Price) will be paid to any properly registered broker whose client purchases real estate at the auction and closes in full - Applicable to this Sale **XX** Yes No

It is the responsibility of any agent representing a client to have completed and returned the Broker Registration Form by the published deadline (if applicable). No registration forms will be accepted after the initial online bid is received nor after the start of the live auction.

Bidding Process: No bid may be withdrawn by a bidder once made to the Auctioneer and/or placed online. All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "Sold" and or "Sold Subject to Seller Confirmation" and the auction has concluded. The bidder's number is nontransferable.

Closing: TIME IS OF THE ESSENCE. Closing will be **within 30 days of the Offer's Commencement, or as provided for in the Purchase and Sale Agreement**. The Closing is to be conducted by **Security First Title Company** and the closing fee to be split 50-50 between Seller(s) and Purchaser(s). All Lender fees and loan document fees will be paid for by the Buyer.

Possession: Possession of property to be granted to Purchaser **subject to tenant harvest**, unless otherwise noted in the Purchase and Sale Agreement.

Real Estate Taxes: Taxes shall be prorated to the Day of Closing with Sellers paying all taxes prior to closing.

Minerals: All owned mineral rights will transfer with the deed to the Purchaser at closing.

Title: The Seller at closing will convey the real estate with Warranty Deed (“Deed”). Title insurance will be used as evidence of marketable title with the cost of the premium split 50-50 between Purchaser and Seller. Property is being sold subject to existing roads and highways; established easements and rights-of-ways; other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

Representation: Although the information has been obtained from sources deemed reliable, the Auctioneer, Double R, LLC dba Riggins and Company, its representatives, employees, firm, broker, their attorney’s nor the Seller make any guarantee or warranty of any kind expressed or implied as to the accuracy of the information herein contained.

Property: All perspective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions as the property is being sold AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS. Accepted as stated herein or in the Auction Purchase and Sale Agreement, Seller has not made, does not make and specifically disclaims, and Purchaser, to the extent permitted by applicable law, shall waive, all warranties, representations or guaranties of any kind or character, expressed or implied, oral or written, past, present or future, with respect to the quality, design, condition or value of the Property or any fixtures or personal property thereon or therein, or the compliance of such Property, fixtures or personal property with any plans or specifications or any applicable laws, including but not limited to any implied warranties of ownership, quality, habitability, workmanlike construction, freedom from defects, merchantability, suitability or fitness for a particular purpose. If inspection reports have been obtained by Seller or its representatives, said reports may be provided to Auction Company or Purchaser for information purposes only. Seller does not and will not warrant the truth or validity of any findings that may be contained in such reports. All terms of this Section shall survive the termination of this Agreement or Closing.

On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you as the purchaser desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at <http://msc.fema.gov/>, <http://www.floodsmart.gov/> and other information may be available through local government planning and zoning offices. Purchaser agrees that any real estate licensees involved in this transaction owe no duty or obligation to the purchaser to conduct an independent investigation as to the flood hazard status of the Property. Purchaser agrees to defend, indemnify, and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees, and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses, or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

Financing: The purchase is not contingent on obtaining financing or qualification.

Technical Issues: In the event, there are technical difficulties related to the server, software, internet, or any other online auction-related technologies, Double R, LLC dba Riggins & Company reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software nor Double R, LLC dba Riggins and Company shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

Default by Purchaser: If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of Purchaser, then Seller, at its option, shall have the right to retain the Deposit paid as property of the Seller for damages, the determination of which is difficult or incapable of determination. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser’s default. It is intended hereby that all the rights and remedies of Seller available either pursuant to the terms of this Agreement or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

Purchaser’s Indemnity: Purchaser hereby agrees to indemnify, defend, and hold the Seller and Seller’s affiliates, parent companies and subsidiaries, and each of their respective members, employees, agents, representatives, consultants, attorneys, fiduciaries, officers, directors, trustees, partners, principals, and shareholders, predecessors in interest, successors and assigns and related corporate divisions (collectively, with Seller, the “Seller Indemnified Parties”) harmless from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including, without limitation, reasonable attorneys’ fees, whether direct, contingent or consequential (collectively, “Claims”), incurred or suffered by, or asserted or awarded against any one or more of the Seller Indemnified Parties to the extent arising from any one or more of the following after the Closing: (i) the activities of Purchaser, its agents, employees or contractors, or (ii) any breach of any term, condition, covenant, representation, or warranty of Purchaser contained in this Agreement, or any exhibit or documents provided pursuant to this Agreement, or (iii) the violation by Purchaser, its agents, employees, or contractors of any federal, state or local law, ordinance or regulation,

occurring or allegedly occurring with respect to the Property, or (iv) the failure of Purchaser to perform the obligations of the owner of the Property, if any, under the Permitted Exceptions. This subsection shall survive the termination of this Agreement or Closing.

Environmental Disclaimer: The Seller and Riggin and Company, agents, contractors, and employees do not warrant or covenant with Purchaser(s) with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state, or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration, or escape of such substances at, from, or into the demised premises. Purchaser is to rely upon its own environmental audit or examination of the premises.

Noxious Weeds: There may be areas infested by noxious weeds on the subject property. The location and density of noxious weeds is unknown at this time.

Well & Septic System: Riggin and Company, the Auctioneer(s), Seller, and their agents, contractors, and employees makes no warranty or representation as to the condition of the well and the septic system or even if a well and/or septic system exists on the property.

Legal Description: The legal description for each tract has been provided in the Title Insurance Commitment for the property.

Acreage: All acreages are approximate. If there is a discrepancy between Riggin and Company or its representative and the actual acreage as determined by a surveyor, the price will not be adjusted. The statements, while not guaranteed, are from reliable sources. Any costs incurred in establishing boundaries shall be the responsibility of the Purchaser(s). Each sale is subject to easements, right-of-way, reservation, and/or restrictions of record.

Office of Foreign Assets Control (OFAC) Compliance: All bidders must register at the designated area. In addition, the winning bidder may be required to disclose their place of birth and/or the following information:

1. A driver's license, passport, or another reliable identification document, to confirm the identity of the customer.
2. If a legal entity is involved, such as a corporation or LLC, information to identify who controls or owns the entity. This is commonly referred to as beneficial ownership information.
3. Other appropriate information required to understand the customer's circumstances and business.

****** By providing this information the winning bidder agrees to allow Riggin and Company, if necessary, to perform a search of the Specially Designated Nationals List, Blocked Persons List, and Sanctioned Country List provided by the United States Office of Foreign Assets Control. Riggin and Company, reserves the right to reject any bid and accept a backup contract, if applicable after this search has been completed.

By registering and accepting a number, all bidders agree to abide by all the Terms of Sale and accept all buyer representations below:

- I have read and agree to the Terms and Conditions of Auction Sale as set forth herein.
- I have read, understand, and agree to all the terms and conditions in the Auction Purchase and Sale Agreement without any changes to the pre-printed text.
- I understand that I do **not** have an agency relationship with the Listing Agent, Co-Listing Agent, and/ or Auctioneer(s).
- I accept full responsibility for due diligence on the real estate I am bidding on.
- I understand that all real estate will be sold "As-Is, Where-Is".
- I understand that in the event I am the successful bidder of real estate, and if I fail to close per the Auction Purchase and Sale Agreement, my earnest money deposit(s) will be forfeited.
- I hereby acknowledge that the offer is subject to seller approval unless the Auctioneer declares a Property to be sold "Absolute".
- I represent that I am not an employee, affiliate, officer, or director associated with the seller.
- In the case of a conflict between the Auction Purchase and Sales Agreement and Terms and Conditions of Auction Sale for Real Estate, the Auction Purchase and Sale Agreement shall control.
- I agree to accept Auction Marketing email notifications from Riggin & Company of future auctions and listings unless I opt-out on the Bidder Registration form.



BUYER'S BROKER REGISTRATION FORM

Riggin and Company welcomes the participation of a Buyer Broker that properly registers their client for the auction. In order to earn the offered commission, the Broker must do the following:

- Register his/her client by filling out the Broker Registration Form in full including the signature of the client on the form.
- Submit the completed Broker Registration form to Riggin and Company in one of the following ways:
 - Mail to Riggin and Company, 13029 E 53rd St N, Wichita, KS 67228
 - or
 - Email the form to ariggin@rigginhomes.com

FOR RECEIPT BEFORE: Deadline: July 09, 2025, at 5:00 PM

Please submit the completed form to be received and accepted by Riggin and Company by the Deadline. All forms must be accepted prior to initial online bid and/or Live Auction Start.

- Attend and register with the client at the auction and encourage bidding. For On-line registration and bidding through the app, buyer broker must help facilitate the completion of online registration including proof of funds and sales contract documents and help provide for delivery of Earnest Money by 5 pm CST on Auction Day for auctions scheduled at 12:00 PM (Noon) or before, or by 12:00 PM (Noon) of the following business day for auctions scheduled after 12:00 PM (Noon).
- Abide by the guidelines outlined herein.

If you have any questions about the Buyer Broker registration process, please contact us at 316-773-3535.

1. A commission of **1%** of the highest bid price (Not final contract price) will be paid to any properly licensed real estate broker who submits his/her Buyer's Broker Registration Form according to the guidelines as outlined above and if: (1) The client is the winning bidder at the auction; (2) The client signs the required sales contract documents and the sales contract is ratified by the seller; and (3) The client follows the terms and conditions of the sale and closes on the property according to the terms of the purchase agreement.
2. Riggin and Company reserves the right to refuse to accept a Broker Registration Form on a client who has previously contacted or has been contacted by the Seller or their agents or if Riggin and Company has had prior contact with the prospective buyer concerning the subject property.
3. The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:
 - a. There will be **No Exceptions** to this procedure. No oral registrations will be accepted.
 - b. Broker/Agent may only register (represent) one client per auction. Only the first registration of a prospective client will be accepted and honored.
 - c. The broker's commission will be paid only as set forth under these guidelines and only as pertaining to the specific property(s) being auctioned and will be due at the final closing of the property(s) purchased by the broker's client after all consideration is paid in full.
 - d. The commission/referral will be payable and disbursed only at closing. Under no circumstances will a broker fee be paid if their client defaults on the purchase or a closing does not occur for any reason.
 - e. The broker will hold harmless and indemnify Riggin and Company from any and all claims with regard to such commission/referral.
 - f. The broker will not receive a commission/referral without the signature of the client on the Broker Registration Form.
 - g. The broker cannot receive any commission in conjunction with any other co-brokerage or referral agreement between Riggin and Company and broker.
 - h. The broker represents that they are the procuring cause for the interest by the client in the subject property and that they have an agency relationship with the Buyer in this transaction or are representing themselves.
 - i. By submitting this completed Broker Registration form to Riggin and Company, the broker is hereby registering the prospective buyer as their client per the terms of this registration form. This form does not register the Prospective Buyer for the auction nor does it bind the Prospective Buyer to participate in the auction. For the Prospective Buyer to bid, he/she must attend the auction in accordance with the terms and conditions of the published auction sale, provide the required deposit and any other required documentation.
4. The broker's client/prospective buyer, by placing his/her signature below, certifies, agrees, and acknowledges that:
 - a. He/she has inspected the premises of the subject property(s).
 - b. Commission shall be paid only to the broker representing the client/prospective buyer as acknowledged in this form.
 - c. He/she will hold harmless and indemnify Riggin and Company and Seller from any and all representations made by the buyer's broker.
5. The Listing Agent, Co-Listing Agent (if applicable) and the Auctioneer are Seller(s)' Agents in this transaction.

Property Information:

ADDRESS OF PROPERTY: **0000 S Obee Rd, Hutchinson, KS 67501**

LOCATION: HERITAGE TOURS BUILDING – 9809 S Main St, Yoder, KS 67585

AUCTION DATE: **July 10, 2025** AUCTION TIME: **6:00 PM**

Broker/Agent Information:

BROKER/AGENT: _____ COMPANY NAME: _____

COMPANY ADDRESS: _____

LICENSE NUMBER: _____ COMPANY TAX ID NUMBER: _____

OFFICE PHONE: _____ FAX: _____ CELL PHONE: _____

Client (Prospective Buyer/Bidder) Information

CLIENT: _____

ADDRESS: _____

HOME PHONE: _____ OFFICE PHONE: _____ CELL PHONE: **620-474-1335**

Understood and Accepted:

PROSPECTIVE BUYER/CLIENT SIGNATURE: _____ DATE: _____

BROKER/AGENT SIGNATURE: _____ DATE: _____

RIGGIN AND COMPANY OFFICE USE ONLY:	
Date Received: _____	
Time Received: _____ am/pm	
Accepted: _____	
BIDDER # _____ (To be assigned by Auctioneer)	