

**REAL ESTATE AUCTION**

**Thursday, November 9, 2023  
at 11am**

127+- acres  
NW/4 29-26-5W,  
Reno County, KS

Seller:  
R & D Family, L.P.

Thursday  
Nov. 9, 2023

# LIVE AND ONLINE LAND AUCTION

11:00am

127+- Acres - Reno County, Kansas

Live Location: St Rose Hall, Mt Vernon (4813 NE 150 Ave, Cheney)

Online Bidding: [www.gavelroads.com](http://www.gavelroads.com)

**DESCRIPTION:** Quality cropland located in southeast Reno County, just one mile west of Cheney Reservoir. Farm Service Agency indicates 128.44 acres of Farmland, all of which is Cropland. A copy of the FSA 156 Record & Map is in Property Info Packet.

**LEGAL DESCRIPTION & DIRECTIONS:**

NW/4 29-26-5W exc the E 830 ft or the S 1574ft less Road R/W. Directions: from 21st St. N & 391st W. (Cheney Lake Road) go west 6 miles to Sand Creek Rd - go north 3 miles to property (SE corner of Boundary Rd) OR from Pretty Prairie Rd & Hwy 14 – go 1 mile south to Boundary Rd. – go east 2 miles to property.

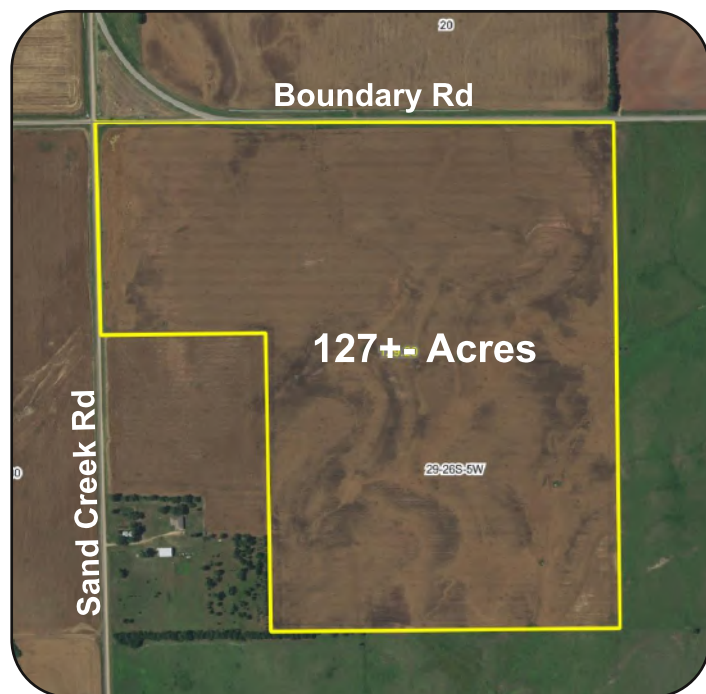
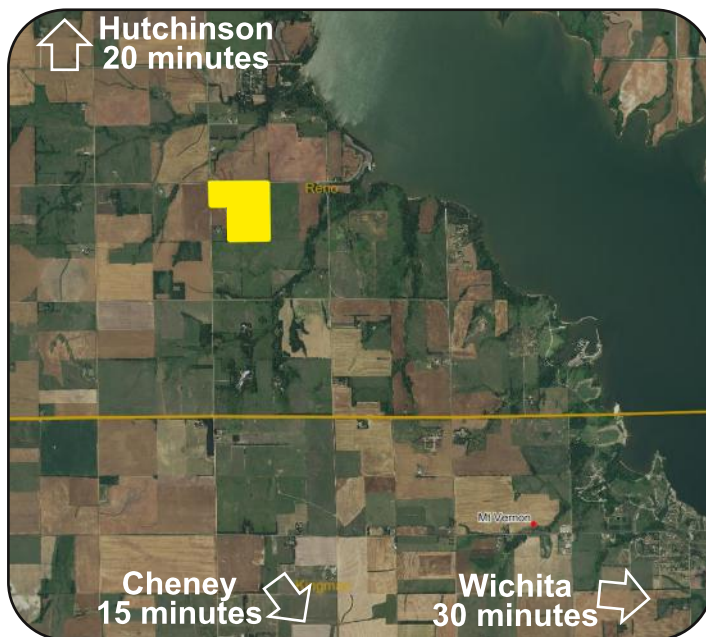
**ONLINE BIDDING:** In addition to the live auction, bidding will be available online during the live auction at [gavelroads.com](http://gavelroads.com). The live auction will be streamed so online bidders can watch the live auction while bidding online. All online activity will be shown during the live auction.

**CLOSING & POSSESSION:** Closing on or before December 8, 2023. Buyer will receive possession after the 2024 wheat harvest. Buyer will receive 1/3 of that wheat crop and will pay/reimburse 1/3 share of any associated fertilizer/chemicals. Buyer is responsible for notifying Farm Service Agency of change of ownership within 30 days of Closing.

**MINERALS:** 100% of the Sellers minerals will be conveyed to the Buyer.

**TERMS:** \$15,000 down payment as earnest money due day of auction to be held by Security 1st Title, with the balance due in certified funds on Closing. The Buyer and Seller shall split equally the cost of title insurance and the closing fee. Bidding is not contingent upon financing. Financing, if necessary, needs to be arranged and approved prior to auction. Bidders are urged to complete "due diligence" and inspect the property to their satisfaction prior to the auction. The property is selling in "as is" and "where is". Statements made day of the auction take precedent over all printed advertising and previously made statements.

**PROPERTY INFORMATION PACKET:** Bidders are encouraged to obtain and review Property Information Packets which include the following: Purchase Contract, Title Insurance & cited documents, Reno County Tax & Property Info, Groundwater Addendum, Farm Service Agency 156 Records, Real Estate Brokerage Relationships, Maps – FSA Aerial, Soils, NDVI, Contour, Topography/Flood. For Bidder Packets go to [www.farmandhomeks.com](http://www.farmandhomeks.com) or [www.genefrancis.com](http://www.genefrancis.com).



American AgCredit

American AgCredit will serve lunch after the auction.

Farm & Home Realty LLC and Gene Francis & Associates are Agents of the Seller. The property is being sold in conjunction with Gavel Roads, LLC, Connie Francis, Broker 316-425-7732.



Seller: R & D Family, L.P.



Roger Zerener, Broker  
John Hillman, Associate Broker and Auctioneer  
Jami Viner, Associate  
316-540-3124  
[roger@farmandhomeks.com](mailto:roger@farmandhomeks.com)

[www.farmandhomeks.com](http://www.farmandhomeks.com)



REAL ESTATE BROKERS & AUCTIONEERS

Gene Francis, Broker  
Tyler Francis, Auctioneer  
316-524-8345  
[tyler@genefrancis.com](mailto:tyler@genefrancis.com)

[www.genefrancis.com](http://www.genefrancis.com)

FARM AND HOME REALTY, LLC  
PUBLIC AUCTION  
REAL ESTATE PURCHASE CONTRACT  
Any Changes to this Purchase Contract will be announced prior to Auction

THIS AGREEMENT (the Agreement) is made and entered into between  
R & D Family, LP (Seller) and \_\_\_\_\_ (Buyer).  
Seller and Buyer agree to the following:

1. Property: The Seller agrees to sell and convey to Buyer by warranty deed the following described real property (the Property): NW/4 29-26-5W except the East 830ft of the South 1544ft less Road R/W (complete legal in title commitment)
2. Purchase Price: Buyer agrees to purchase, and to pay to Seller, as consideration for the conveyance of the Property, the sum of \_\_\_\_\_ in the following manner: \$15,000 down payment with the remaining balance to be paid in certified funds at closing.
3. Title Evidence: Seller and Buyer agree to share equally closing agent costs and the cost of a title insurance commitment and policy (Buyer's coverage, but not lender's coverage) to insure the Property, showing a merchantable title vested in Seller, subject to easements, restrictions, covenants and other matters of record. Title commitment to be provided Buyer prior to closing. If Seller fails to satisfy all such title requirements imposed on Seller pursuant to the title commitment on or before the closing day, Buyer may, at Buyer's election, either: (a) cancel this agreement and receive return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or, (b) accept such title as Seller can deliver. Buyer waives any right to seek specific performance or to seek damages from Seller.
4. Delivery: A duly executed copy of this Agreement shall be delivered to the parties.
5. Earnest Money: Buyer hereby deposits with Security 1<sup>st</sup> Title upon the execution of this Agreement the sum of \$15,000 earnest money, as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer, said deposit to be applied on the purchase price upon acceptance of title by Buyer and delivery of deed by Seller.
6. Proration: All taxes, insurance (if policies acceptable to Buyer) shall be adjusted and prorated through the date of closing. Taxes shall be prorated by closing agent for the calendar year on the basis of taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year.
7. Closing Date: Time is of the essence of this Agreement, and this transaction shall be consummated on or before \_\_\_\_\_.
8. Possession: Possession to be given to Buyer after 2024 wheat harvest. Buyer to receive Seller's 1/3 share of wheat crop. Buyer agrees to pay/reimburse Seller's 1/3 share of fertilizer/chemicals.
9. Agency Disclosure: Farm & Home Realty LLC and Gene Francis & Associates / Gavel Roads LLC is functioning as Sellers Agents in this transaction. A copy of Real Estate Brokerage Relationships brochure has been provided to Seller and Buyer.
10. Representation and Recommendations: Unless otherwise stated in writing, neither Farm & Home Realty LLC, its brokers or salespersons have made, on their own behalf, any representations or warranties, express or implied, with respect to any element of the Property, including, but not limited to, the legal sufficiency, legal effect, or tax consequences of this transaction. Any information furnished to either party or in any Property Disclosure Statement should be independently verified by that party before that party relies on such information. Buyer hereby agrees to hold Farm & Home Realty LLC, its brokers or salespersons harmless if Seller has failed to disclose any known defect or material fact regarding the Property. Seller makes no representation or warranty

of any kind, expressed or implied, with respect to the Property, the same being sold “AS IS,” “WHERE IS,” with all faults – other than those stated in writing.

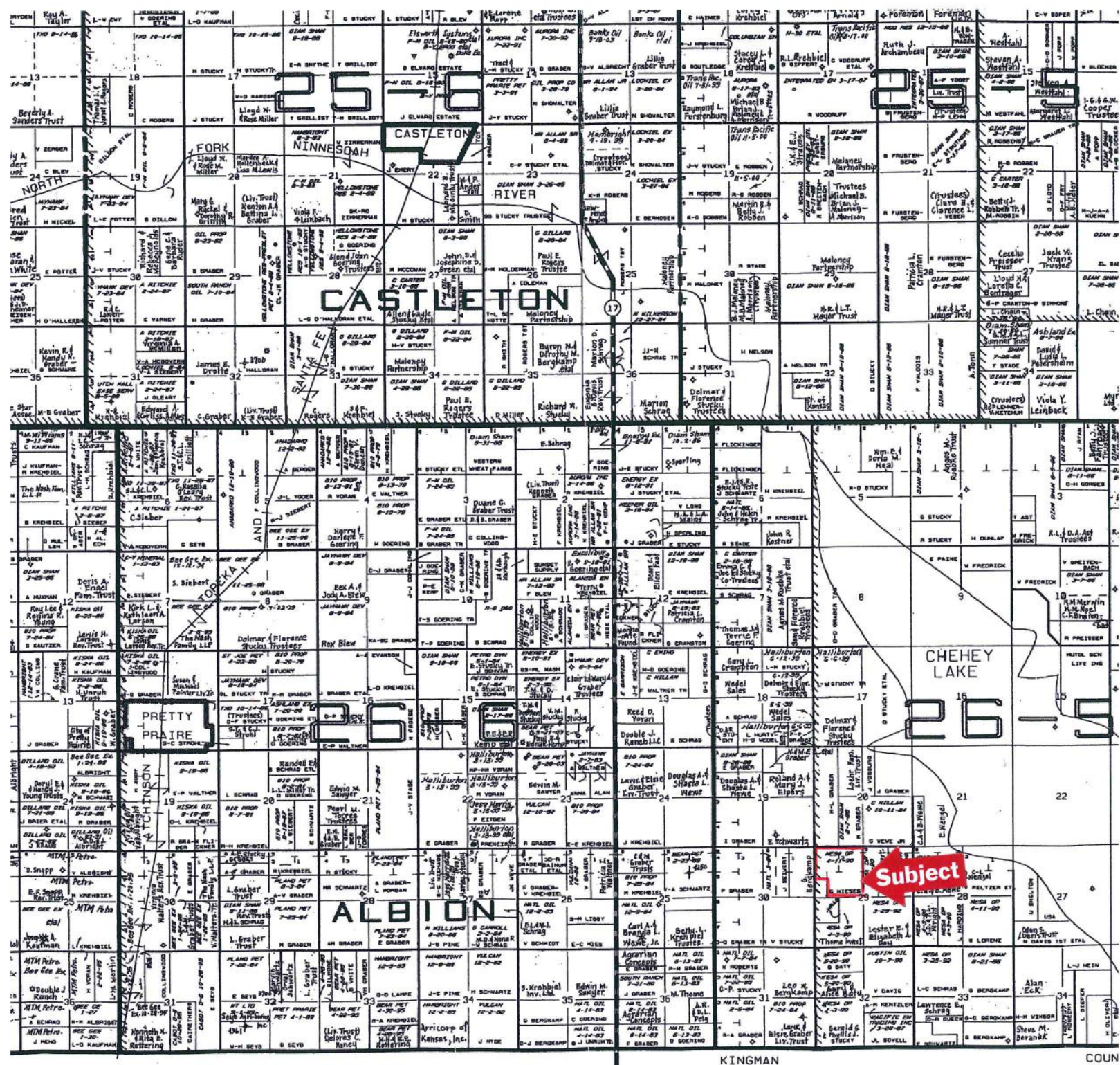
Any representations made herein have been made by Farm & Home Realty LLC, its brokers or salespersons is based on information supplied by sources believed to be reliable, and Farm & Home Realty LLC, its brokers or salespersons have not assumed any responsibility, directly or indirectly, with respect to any representations or warranties which have been made, if any. Since Farm & Home Realty LLC is acting as broker only, neither Farm & Home Realty LLC, its brokers or salespersons shall, under any circumstances, be held liable to Buyer or Seller for performance or lack of performance of any other term or conditions of this Agreement, or for damages arising out of or relating to the contents of this Agreement over the performance or nonperformance of either of the parties to this Agreement.

11. Inspection: Buyer has carefully examined the property and the improvements located thereon in making the decision to buy the property, Buyer is relying wholly and completely on Buyer’s own judgment and the judgment of any contractors or inspectors Buyer may have selected. Buyer agrees that their auction bid was made after consideration of all possible defects in the Property (including any environmental defects or problems), and Buyer is purchasing the Property in its present condition, “as is, where is” and without warranties or representations of any kind, concerning the condition, suitability, or value of the Property. Buyer acknowledges that neither Seller nor any broker or salesperson involved in this transaction is an expert at detecting or repairing physical defects in the property.
12. Seller shall be responsible for transfer of the property at closing to Buyer in same condition as of day of auction: subject to reasonable wear and tear and usage. All items that are permanently attached to property; including those items which might be considered personal property on property as of auction day to remain with property, except: n/a
13. Government Payments: Buyer to receive Seller’s share of any government payments associated with 2024 wheat crop. Buyer is responsible for notifying Farm Service Agency of change of ownership within 30 days of Closing.
13. Mineral Interests: seller’s mineral interest will be conveyed to Buyer.
14. Agricultural Tenant: tenant has the right to harvest the 2024 wheat crop.
15. Where Is, As Is Condition. Buyer is purchasing the property in its “where is, as is” condition.
16. 1031 Tax Deferred Exchange: A material part of the consideration to Buyer for purchasing the Property from Seller and Seller selling the Property to Buyer is that both Buyer and Seller have the option to qualify for this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Any party utilizing exchange shall pay associated costs.
17. Hunting and Fishing Leases: Seller acknowledges that there are no current hunting or fishing leases on the subject property. Seller agrees not to enter into any lease agreements of any type on the subject prior to closing.
18. Authority to Bind: Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority.
19. Good Faith: Each party to this Agreement shall use good faith and their best efforts to accomplish the actions provided for in this Agreement in due time and to cooperate with all parties in doing so.
20. Agreement to Terms: Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below, agree to all terms contained herein.

21. Binding Effect: This Agreement shall be binding upon Buyer, Seller, and their respective heirs or successors. Buyer may not assign this contract without written permission of Seller.
22. Buyer acknowledges they have been informed the property is not selling “subject to financing”.
23. Buyer acknowledges they have utilized due diligence and are purchasing the property “as is” and “where is” subject leases, easements, zoning & roadways of record. No warranties have been made by the Seller or Seller’s Agents.
24. Mediation: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation prior to filing a lawsuit. Disputes shall include representations made by the Buyer, Seller, or any listing and selling broker(s) or their agents, employees and associate brokers in connection with the sale, purchase, financing, condition, or other aspects of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the parties pursuant to the mediation conference shall be binding.
25. Buyer acknowledges they have been offered and received Property Information Packet containing the following: this purchase contract, title insurance commitment, Farm Service Agency 156 Record, Seller’s Property Disclosure, Groundwater Addendum, Real Estate Agency brochure, Maps – FSA Aerial, NDVI, Soils, Contours, Typography/Flood.

_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date



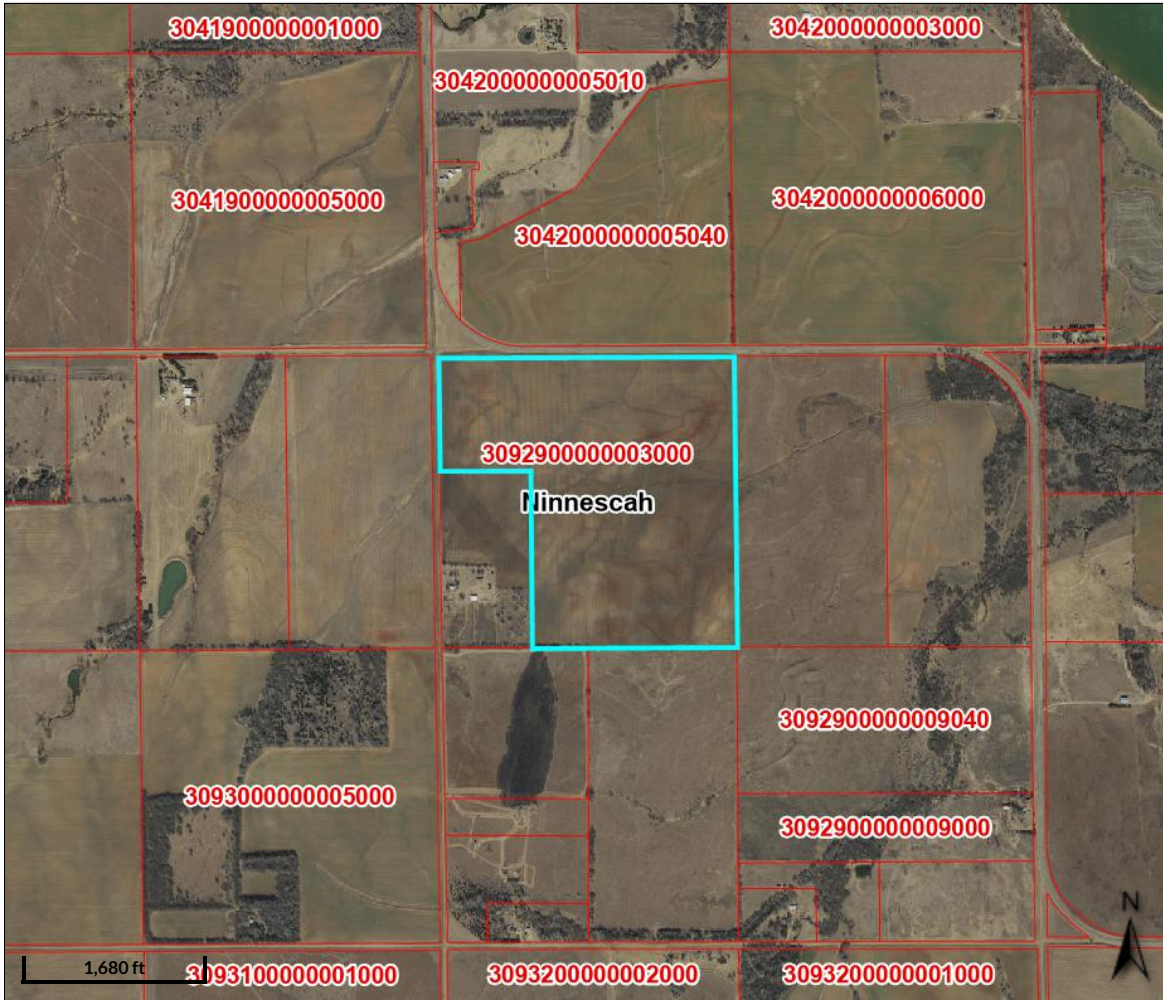




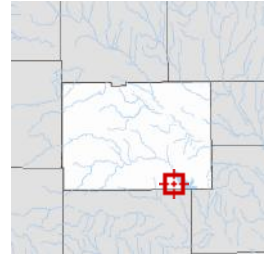


Beacon™

Reno County, KS



#### Overview



#### Legend

Parcel Numbers

- Parcels
- Townships
- Road Centerline
- Reno County Boundary

<b>Parcel ID</b>	309290000003000	<b>Alternate ID</b>	R33904	<b>Owner Address</b>	R & D FAMILY, L P
<b>Sec/Twp/Rng</b>	29-26-05W	<b>Class</b>	A - Agricultural Use		C/O REIDA, DAVID L
<b>Property Address</b>	E BOUNDARY RD	<b>Acreage</b>	126.7		PO BOX 323
	Pretty Prairie				GARDEN PLAIN, KS 67050
<b>District</b>	305				
<b>Brief Tax Description</b>	NINNESCAH TOWNSHIP, S29, T26, R05W, ACRES 126.7, NW1/4 EXCEPT THE E 830 FT OF THE S 1574 FT AND LESS ROAD R/W				
	(Note: Not to be used on legal documents)				

Date created: 10/6/2023

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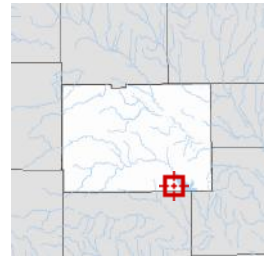


Beacon™

Reno County, KS



#### Overview



#### Legend

- Parcel Numbers
- Parcels
- Townships
- Reno County
- CWECS
- AG
- R-1
- R-2
- R-3
- V-1
- City
- ETJ
- Road Centerline
- Reno County Boundary

<b>Parcel ID</b>	309290000003000	<b>Alternate ID</b>	R33904	<b>Owner Address</b>	R & D FAMILY, L P
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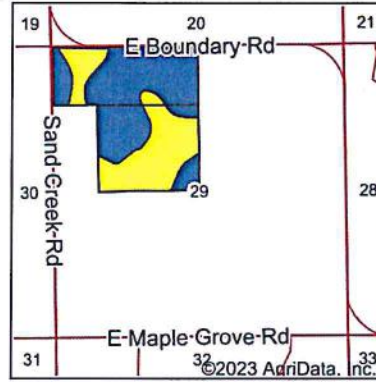
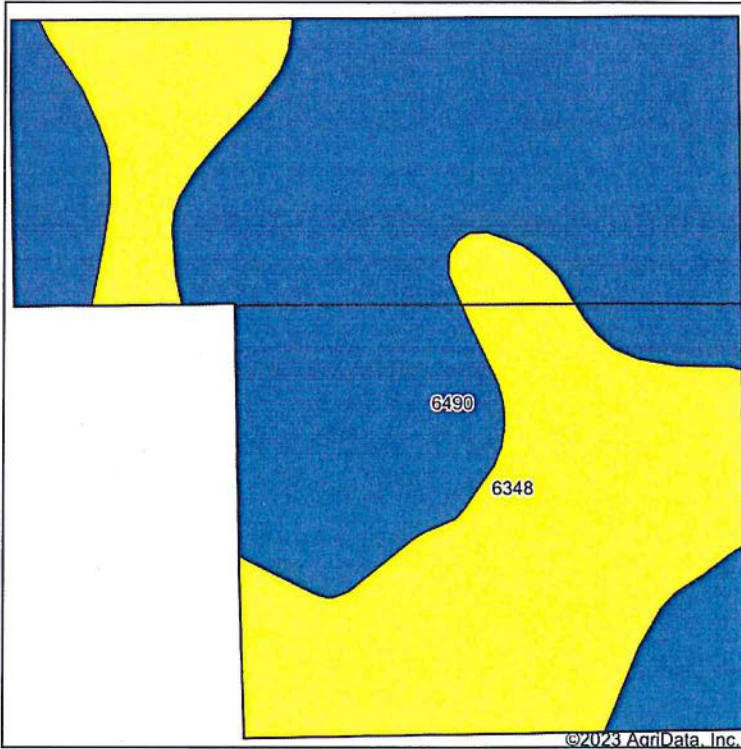
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Developed by Schneider  
GEOSPATIAL



## Soils Map - Reida - Reno



State: **Kansas**  
 County: **Reno**  
 Location: **29-26S-5W**  
 Township: **Ninnescah**  
 Acres: **128.44**  
 Date: **7/31/2023**

Maps Provided By:



Soils data provided by USDA and NRCS.

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Area Symbol: KS155, Soil Area Version: 19											
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	*n NCCPI Cotton
6490	Zellmont and Poxmash sandy loams, 0 to 3 percent slopes	76.72	59.7%		Ile	Ile	45	44	41	43	20
6348	Jamash-Piedmont clay loams, 1 to 3 percent slopes	51.72	40.3%		IVs	IVs	27	24	26	27	13
Weighted Average					2.81	2.81	*n 37.8	*n 35.9	*n 35	*n 36.6	*n 17.2

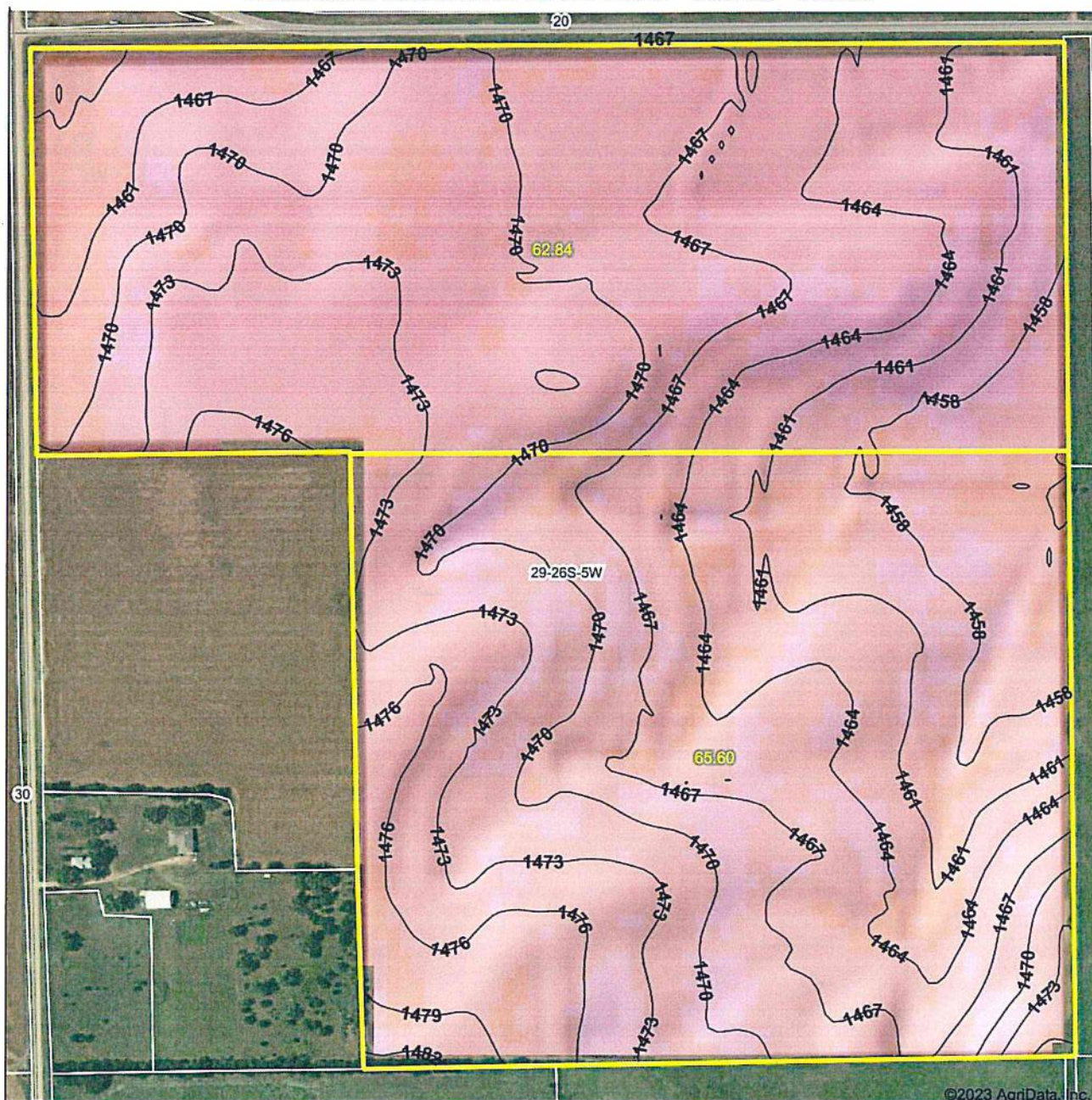
\*n: The aggregation method is "Weighted Average using all components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



## Hillshade Maximum NDVI 2022 - Reida - Reno



Low Relative Biomass High

Crop: Winter Wheat - 100%

0ft 399ft 797ft

\*USDA CropScape

Elevation Min: 1,454.3

Max: 1,482.9

Range: 28.6

Average: 1,467.4

Standard Deviation: 5.64 ft



7/31/2023

29-26S-5W  
Reno County  
Kansas

Boundary Center:  
37° 45' 33.22, -97° 53' 43.24

Maps Provided By:



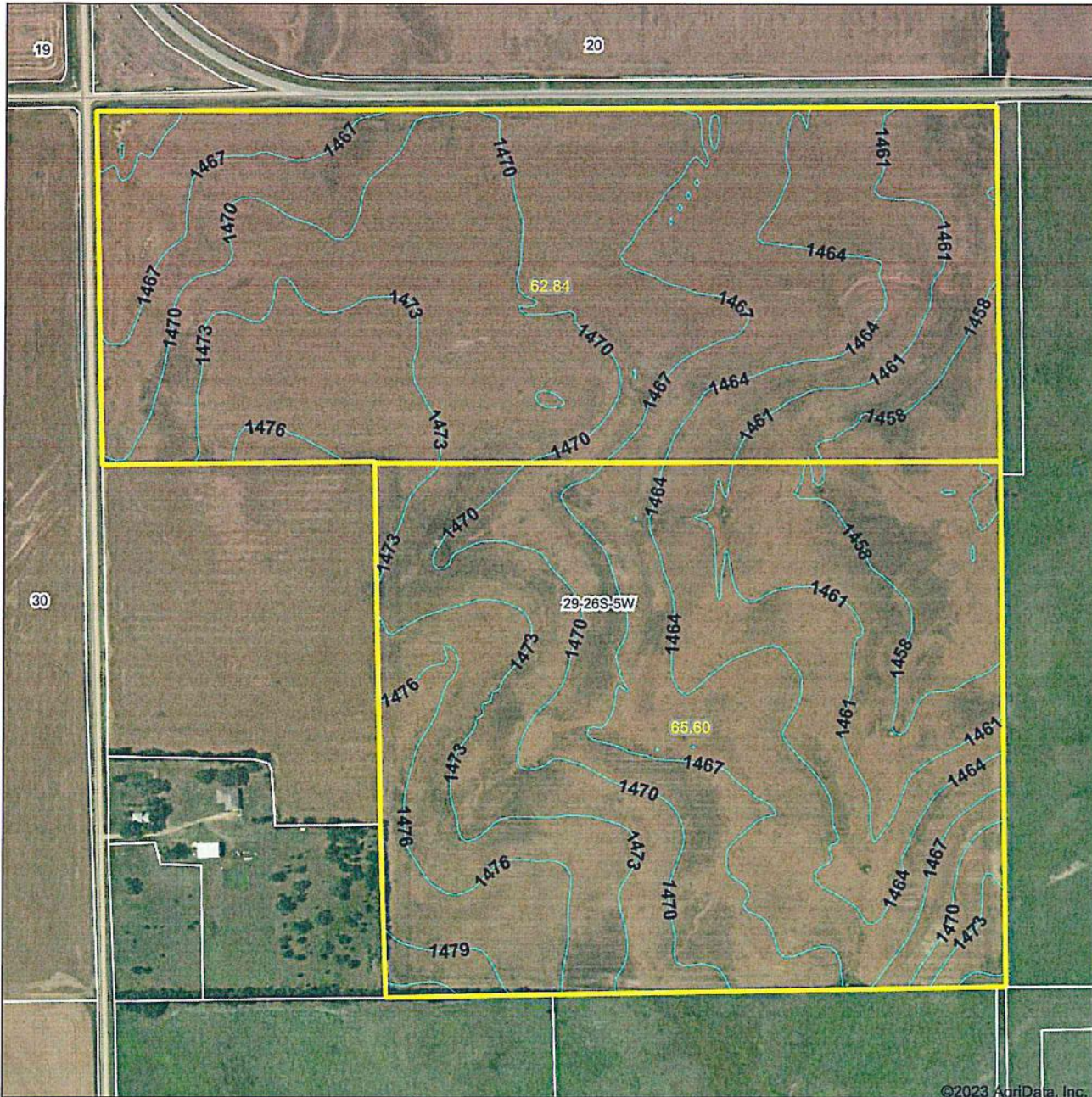
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Field borders provided by Farm Service Agency as of 5/21/2008.



# Topography Contours - Reid - Reno



Source: USGS 10 meter dem

Interval(ft): 3.0

Min: 1,454.3

Max: 1,482.9

Range: 28.6

Average: 1,467.4

Standard Deviation: 5.64 ft

0ft 459ft 918ft



7/31/2023

29-26S-5W  
Reno County  
Kansas

Boundary Center: 37° 45' 33.22, -97° 53' 43.24

Maps Provided By:



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Field borders provided by Farm Service Agency as of 5/21/2008.





7/31/2023

29-26S-5W  
Reno County  
Kansas

7/31/2023

Boundary Center: 37° 45' 33.22, -97° 53' 43.24

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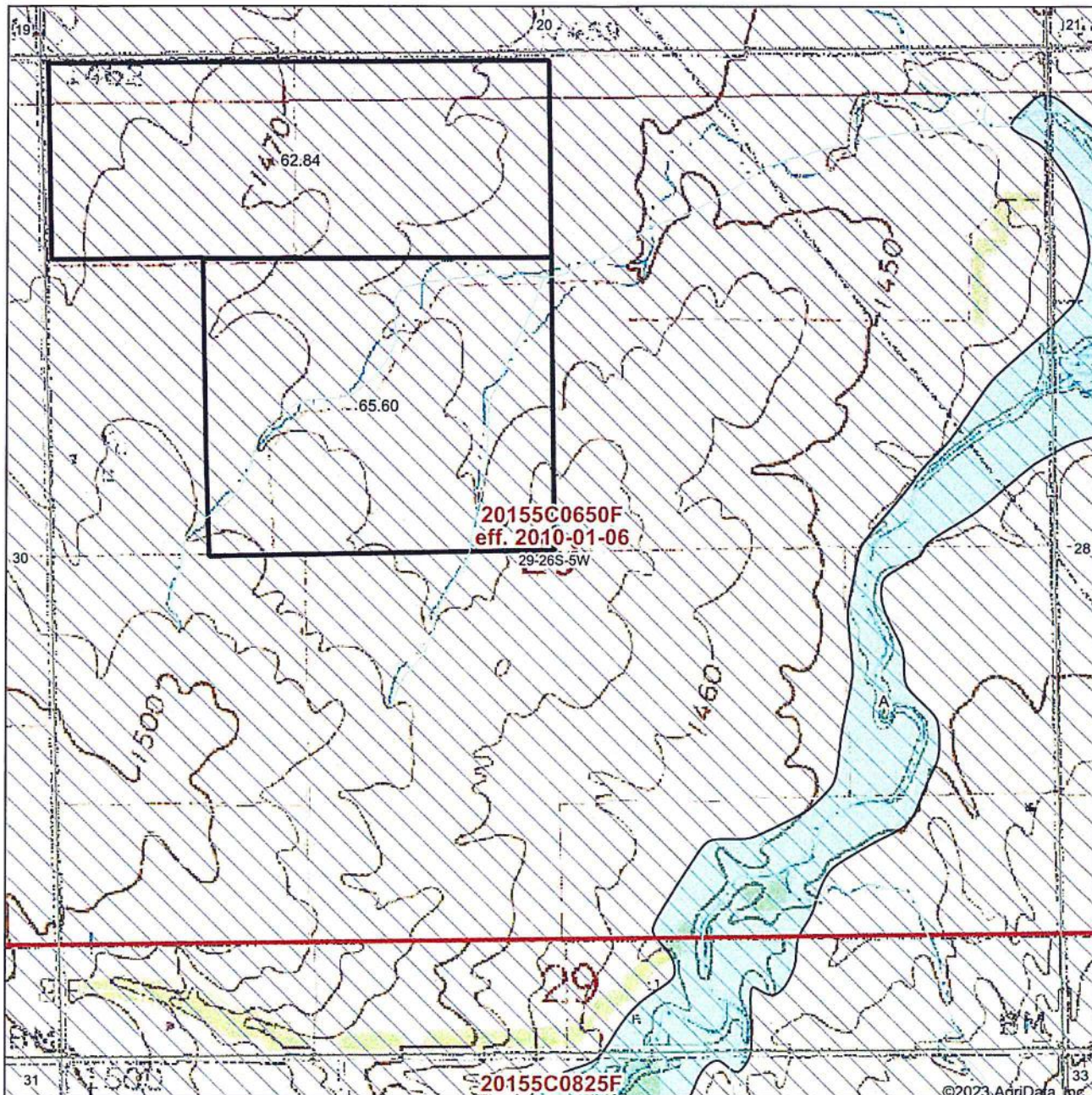
**surety**<sup>®</sup>  
CUSTOMIZED ONLINE MAPPING

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Field borders provided by Farm Service Agency as of 5/21/2008.



## Topography Map / Flood Map - Reida Reno



Map Center: 37° 45' 20.25, -97° 53' 26.8

0ft 826ft 1652ft

**29-26S-5W**  
**Reno County**  
**Kansas**

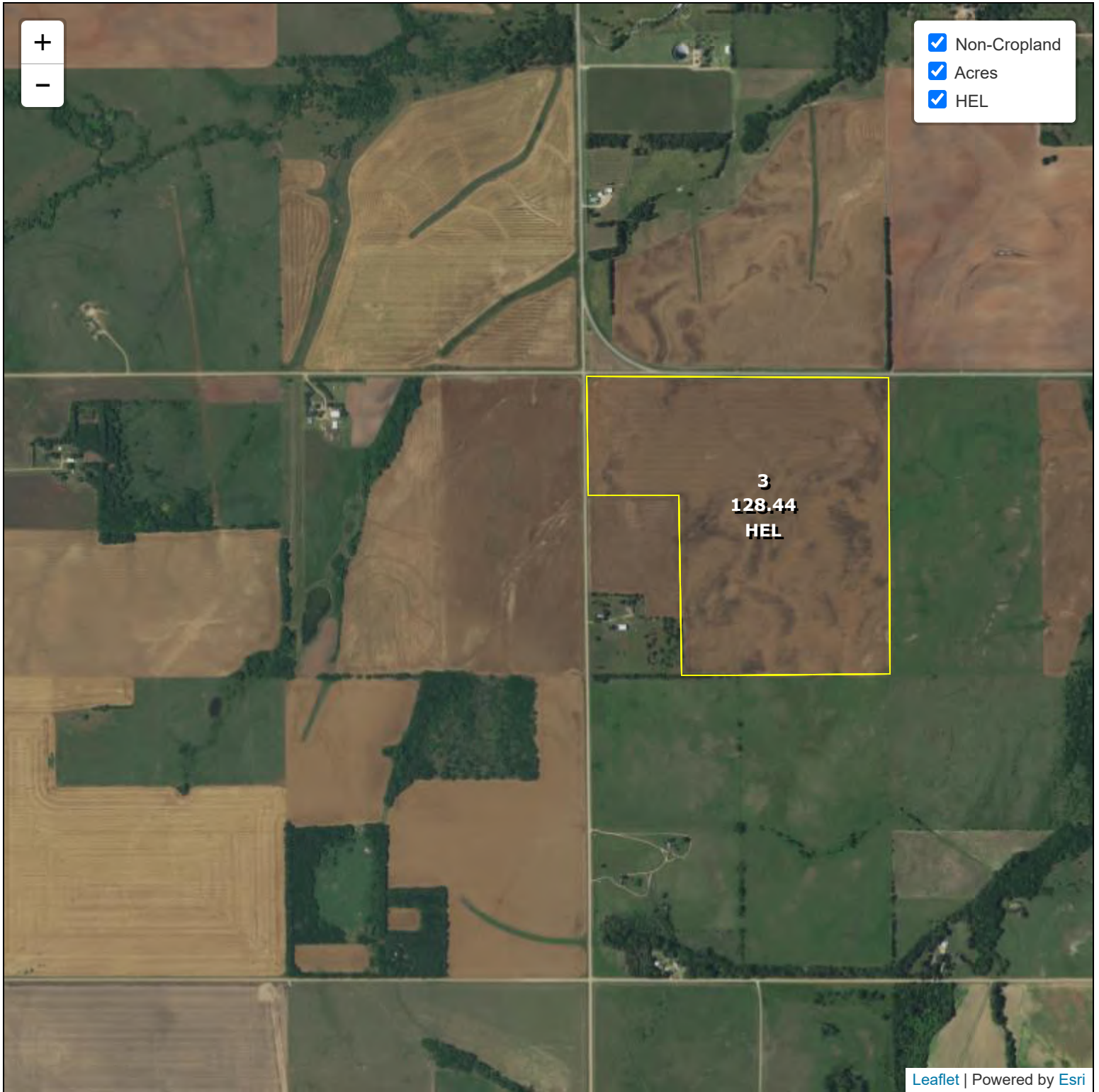
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7/31/2023

Field borders provided by Farm Service Agency as of 5/21/2008. Watershed Boundary Dataset provided by USDA-NRCS, USGS and EPA Flood related information provided by FEMA





**Common Land Unit**

Cropland    Non-cropland    CRP

Farm **9661**  
Tract **13409**

**Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2023 Crop Year







Abbreviated 156 Farm Record

Operator Name : MR DOUGLAS A WEWE  
CRP Contract Number(s) : None  
Recon ID : None  
Transferred From : 2023-20-155-0002121  
ARCPLC G//F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
128.44	128.44	128.44	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	128.44		0.00		0.00	0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, SOYBN	None

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	85.60	0.00	34	0
Soybeans	42.80	0.00	29	0
TOTAL	128.40	0.00		

NOTES

Tract Number : 13409  
Description : NW4 29-26-5 less 30 ac (Reno)  
FSA Physical Location : KANSAS/RENO  
ANSI Physical Location : KANSAS/RENO  
BIA Unit Range Number :  
HEL Status : HEL field on tract.Conservation system being actively applied  
Wetland Status : Tract does not contain a wetland  
WL Violations : None  
Owners : R & D FAMILY LP  
Other Producers : None  
Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
128.44	128.44	128.44	0.00	0.00	0.00	0.00	0.0

Tract 13409 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	128.44	0.00	0.00	0.00	0.00	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	85.60	0.00	34
Soybeans	42.80	0.00	29
TOTAL	128.40	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

Reno County, KS

Summary

Parcel ID	3092900000003000
Quick Ref ID	R33904
Property Address	E BOUNDARY RD PRETTY PRAIRIE, KS 67570
Brief Tax Description	NINNESCAH TOWNSHIP, S29, T26, R05W, ACRES 126.7, NW1/4 EXCEPT THE E 830 FT OF THE S 1574 FT AND LESS ROAD R/W (Note: Not to be used on legal documents)
Taxing Unit Group	305
Lot Size (SF)	N/A
Acreage	126.7
Property Class	Agricultural Use
Zoning	N/A
Lot Block Subdivision	--- NINNESCAH TOWNSHIP
S-T-R	29-26-05W
Deed Book & Page	617 - 444;
Neighborhood	802

Owner

Primary Owner  
R & D Family, L P  
C/O Reida, David L  
PO Box 323  
Garden Plain, KS 67050

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	
DR	51.17	6348	10	10	0	0	510	Dry Land Acres 126.70
DR	75.53	6490	131	131	0	0	9890	Irrigated Acres
								Native Grass Acres
								Tame Grass Acres
								Total Ag Acres 126.70
								Total Ag Value 10400.00

Valuation

2023 Appraised Value				2022 Appraised Value			
Class	Land	Building	Total	Class	Land	Building	Total
A	\$10,400	\$0	\$10,400	A	\$11,920	\$0	\$11,920
Total	\$10,400	\$0	\$10,400	Total	\$11,920	\$0	\$11,920

No data available for the following modules: Market Land Info, Residential Information, Mobile Home Information, Commercial Information, Other Buildings, Other Building Components, Building Permits, Photos, Sketches.

[User Privacy Policy](#) [GDPR Privacy Notice](#)  
[Last Data Upload: 10/5/2023, 8:50:36 PM](#)





# Reno County, KS

## Summary

**Tax ID** RDFA00001  
**Tax Year** 2022  
**Name** R & D FAMILY, L P  
**Property Address** 00000 E BOUNDARY  
**Sec-Twp-Rng** 29--2-05  
**Description**  
**Parcel ID/Cama** 3092900000003000  
**Parcel Classes** RL  
**Tax Unit** 305

## Tax History

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIQ
2022	\$0	0.000	\$0.00	\$0.00	\$513.82	\$513.82	N
2022	\$0	0.000	\$0.00	\$0.00	\$6.33	\$6.33	N
2021	\$0	0.000	\$0.00	\$0.00	\$524.56	\$524.56	N
2021	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2020	\$0	0.000	\$0.00	\$0.00	\$549.34	\$549.34	N
2020	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2019	\$0	0.000	\$0.00	\$0.00	\$607.10	\$607.10	N
2019	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2018	\$0	0.000	\$0.00	\$0.00	\$639.98	\$639.98	N
2018	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2017	\$0	0.000	\$0.00	\$0.00	\$618.24	\$618.24	N
2017	\$0	0.000	\$0.00	\$0.00	\$6.33	\$6.33	N
2016	\$0	0.000	\$0.00	\$0.00	\$553.84	\$553.84	N
2016	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2015	\$0	0.000	\$0.00	\$0.00	\$490.74	\$490.74	N
2015	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2014	\$0	0.000	\$0.00	\$0.00	\$419.02	\$419.02	N
2014	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2013	\$0	0.000	\$0.00	\$0.00	\$375.36	\$375.36	N
2013	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2012	\$0	0.000	\$0.00	\$0.00	\$346.70	\$346.70	N
2012	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2011	\$0	0.000	\$0.00	\$0.00	\$322.16	\$322.16	N
2011	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	N
2010	\$0	0.000	\$0.00	\$0.00	\$323.38	\$323.38	Y
2010	\$0	0.000	\$0.00	\$0.00	\$6.34	\$6.34	Y
2009	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
2009	\$0	0.000	\$0.00	\$0.00	\$345.40	\$345.40	N
2008	\$0	0.000	\$0.00	\$0.00	\$430.00	\$430.00	N
2008	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
2007	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
2007	\$0	0.000	\$0.00	\$0.00	\$499.22	\$499.22	N
2006	\$0	0.000	\$0.00	\$0.00	\$573.78	\$573.78	N
2006	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
2005	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
2005	\$0	0.000	\$0.00	\$0.00	\$639.56	\$639.56	N
2004	\$0	0.000	\$0.00	\$0.00	\$652.15	\$652.15	N
2004	\$0	0.000	\$0.00	\$3.16	\$6.33	\$6.33	N
2003	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
2003	\$0	0.000	\$0.00	\$0.00	\$625.88	\$625.88	N
2002	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
2002	\$0	0.000	\$0.00	\$0.00	\$586.44	\$586.44	N
2001	\$0	0.000	\$0.00	\$0.00	\$512.40	\$512.40	N
2001	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
2000	\$0	0.000	\$0.00	\$0.00	\$492.08	\$492.08	N
2000	\$0	0.000	\$0.00	\$3.17	\$6.34	\$6.34	N
1999	\$0	0.000	\$0.00	\$0.00	\$438.60	\$438.60	N
1999	\$0	0.000	\$0.00	\$3.15	\$6.30	\$6.30	N
1998	\$0	0.000	\$0.00	\$0.00	\$426.04	\$426.04	N
1998	\$0	0.000	\$0.00	\$3.15	\$6.30	\$6.30	N



**Transaction Identification Data for reference only:**

Issuing Agent:	Security 1st Title	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) <a href="mailto:jpeggram@security1st.com">jpeggram@security1st.com</a>
ALTA Universal ID:	1100300		
Loan ID Number:			
Commitment No.:	KS-C3044980		
Property Address:	00000 E. Boundary Rd Pretty Prairie, KS 67570		

**SCHEDULE A**

**1. Commitment Date:**

09/20/2023 at 07:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity; To Be Determined

The estate or interest to be insured: Fee Simple

**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:**

R & D Family, L.P., a Kansas limited partnership

**5. The Land is described as follows:**

The Northwest Quarter of Section 29, Township 26 South, Range 5 West of the 6th P.M., Reno County, Kansas, EXCEPT a tract of land beginning at the Southwest corner of said Northwest Quarter; thence North along the Section line 1,574 feet; thence East parallel with the South line of said Northwest Quarter 830 feet; thence South parallel with the West line of said Section 1,574 feet; thence West along the South line of said Northwest Quarter 830 feet to the place of beginning.

**Security 1st Title, LLC**

By:



---

## 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. **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.**
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. **Furnish for examination a copy of the partnership agreement and the certificate of limited partnership of R & D Family, L.P., a Kansas limited partnership, and of the amendments to said documents, if any. We reserve the right to make any additional requirements we may then deem necessary.**  
**Any instrument to be executed by the limited partnership must:**
  - a. Be executed in the name of the limited partnership;
  - b. Be signed by all the general partners; and
  - c. Unless the transaction is in the ordinary course of business of the partnership, be ratified or approved by all the members of the limited partnership, except to the extent the limited partnership agreement abolishes or modifies the need for such ratification or approval.
8. **File a Warranty Deed from the current acting General Partner(s) of R & D Family, L.P., a Kansas limited partnership, 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.**
9. **Provide this company with a properly completed and executed Owner's Affidavit.**





## 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 2022 in the amount of \$520.15, PAID.**

**Property ID # 1-31530**

A copy of the above may be accessed by internal link Image [4839312](#).

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" filed April 21, 1972 as Book 151, Page [54](#); "Report of Damages for Condemnation" filed April 21, 1972 as Book 151, Page [55](#); and "Report of Findings for Condemnation" filed April 21, 1972 as Book 151, Page [56](#); all for condemnation of lands for public road right of way.
11. Terms and provisions contained in the documents entitled "Kansas Administrative Regulation 28-10-16, Cheney Reservoir Sanitation Zone" filed January 4, 1977 as Book 168, Page [40](#); and "Resolution No. 82-45" filed August 10, 1982 as Book 193, Page [184](#), for Cheney Reservoir zoning.
12. "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.
13. Terms and provisions contained in the document entitled "Resolution No. 89-36" filed June 29, 1989 as Book 221, Page [207](#), for Reno-Kingman Joint Fire District No. 1.

14. Terms and provisions of the oil and gas leases executed between R & D Family, LP, lessor, and Cheyenne Exploration, LLC, lessee, for a primary term of 4 years, filed NOVEMBER 17, 2011, recorded in/on Book 468, Page 78, 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.

15. 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.
16. Rights or claims of parties in possession not shown by the public records.

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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions*

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# RESOLUTION

WHEREAS: On the 30th day of March, 1972, the following NOTICE OF CONDEMNATION OF LAND FOR PUBLIC ROAD RIGHT OF WAY was filed in the Office of the Reno County Clerk, Reno County, Kansas:

NOTICE IS HEREBY GIVEN, that the Board of County Commissioners of Reno County, Kansas, DID, on the 30th day of March, 1972, FIND IT NECESSARY TO ACQUIRE CERTAIN LANDS, hereinafter described, for the purpose of eliminating dangerous conditions in, for the widening of, and for the proper construction of the following highway, to-wit:

## WEST LAKE DRIVE-MILES 3-8

WHEREAS: On the 17th day of April, 1972, at 10:00 o'clock A.M., the BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS did view the following described lands at the location thereof to APPRAISE THE VALUE THEREOF, and to ASSESS THE DAMAGES THERETO:

THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS: That the following lands hereinafter described, be ACQUIRED AND TAKEN for such purposes and that the DAMAGES hereinafter stated be ASSESSED THERETO.

- (1) The North 50.0 ft. of the NW $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way.  
 Tract for new right of way contains 1.212 acres @\$190.00 = \$217.16  
 Fence to be removed and reset on the new right of way line by Owner  
 51.7 Rods 48" Woven @\$ 1.00 = \$ 51.70  
 Wheat damage 0.391 acres @\$ 35.00 = \$ 13.69  
 Total = \$243.55
- (2) The North 50.0 ft. of the West 1339.23 ft. of the NE $\frac{1}{4}$ , and the East 50.0 ft. of the South 1333.98 ft. of the NE $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way. Also a tract described as follows: Beginning at a point 30.0 ft. West and 30.0 ft. South of the NE corner of said NE $\frac{1}{4}$ ; Thence South parallel with the East line of said NE $\frac{1}{4}$ , a distance of 731.27 ft.; Thence West parallel with the North line of said NE $\frac{1}{4}$ , a distance of 20.0 ft.; Thence Northwesterly around a 7 deg. curve, having a radius of 769.02 ft., to a point 311.27 ft. West and 50.0 ft. South of said NE corner; Thence North parallel with said East line, a distance of 20.0 ft.; Thence East parallel with the North line of said NE $\frac{1}{4}$ , a distance of 731.27 ft., to place of beginning. Tract for new right of way contains 5.456 acres @\$200.00 = \$1091.20  
 Existing-fence to be removed and reset on the new right of way by County  
 Fence damage = None  
 Trees = None  
 3-5 ft. high Cedars per.ft.@\$ 1.00 = \$ 15.00  
 Total = \$1106.20
- (3) The East 50.0 ft. of the North  $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way.  
 Tract for new right of way contains 0.607 acres @\$200.00 = \$121.40  
 Wheat damage 0.607 acres @\$ 35.00 = \$ 21.24  
 Fence damage = None  
 Total = \$142.64
- (4) The West 50.0 ft. of the North 1360.33 ft. and the South 50.0 ft. of the East 1391.54 ft. of the SW $\frac{1}{4}$  of Section 28-T26S-R5W, except the existing right of way. Also a tract beginning at a point 30.0 ft. East and 418 ft. more or less, North of the SW corner of said SW $\frac{1}{4}$ , being the intersection of a 7 deg. curve, having a radius of 369.02 ft., and the existing 30.0 ft. road right of way; Thence North parallel with the West line of said SW $\frac{1}{4}$ , a distance of 364.62 ft.; Thence East parallel with the South line of said SW $\frac{1}{4}$ , a distance of 20.0 ft.; Thence Southeasterly around a 7 deg. curve, having a radius of 769.02 ft., to a point 50.0 ft. North and 732.62 ft. East of said SW corner; Thence South parallel with said West line, a distance of 20.0 ft.; Thence West parallel with said South line, a distance of 402.62 ft.; Thence North parallel with said West line, to an intersection with a 7 deg. curve, having a radius of 369.02 ft.; Thence Northwesterly around said 7 deg. curve, to place of beginning. Tract for new right of way contains 3.334 acres @\$200.00 = \$776.90  
 Wheat damage 3.629 acres @\$ 35.00 = \$127.01  
 Existing fence to be removed and reset on the new right of way by County.  
 Fence damage = None  
 Total = \$903.91



151-55

#10


REPORT  
OF  
DAMAGES FOR CONDEMNATION

This REPORT filed in the Office of County Clerk, Reno County, Kansas by the BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS:

That the following lands hereinafter described, be ACQUIRED AND TAKEN for the purpose of eliminating dangerous conditions in, for the widening of, and for the proper construction of the following Highway:

WEST LAKE DRIVE-MILES 3-8

That the DAMAGES hereinafter stated be ASSESSED THERETO:

- (1) The North 50.0 ft. of the NW $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way.  Tract for new right of way contains 1.212 acres @\$130.00 = \$218.16  
Fence to be removed and reset on the new right of way by Owner.  
51.7 Rods 49" Woven @ \$ 1.00 = \$ 51.70  
Wheat damage 0.391 acres @\$ 35.00 = \$ 13.69  
Total = \$283.55
- (2) The North 50.0 ft. of the West 1333.23 ft. of the NE $\frac{1}{4}$ , and the East 50.0 ft. of the South 1333.23 ft. of the NE $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way. Also a tract described as follows: Beginning at a point 30.0 ft. West and 30.0 ft. South of the NE corner of said NE $\frac{1}{4}$ ; Thence South parallel with the East line of said NE $\frac{1}{4}$ , a distance of 731.27 ft.; Thence West parallel with the North line of said NE $\frac{1}{4}$ , a distance of 20.0 ft.; Thence Northwesterly around a 7 deg. curve, having a radius of 769.02 ft., to a point 311.27 ft. West and 50.0 ft. South of said NE corner; Thence North parallel with said East line, a distance of 20.0 ft.; Thence East parallel with the North line of said NE $\frac{1}{4}$ , a distance of 731.27 ft., to place of beginning. Tract for new right of way contains 5.456 acres @\$200.00 = \$1091.20  
Existing fence to be removed and reset on the new right of way by County.  
Fence damage = None  
Trees = None  
3-5 ft. high Cedars per ft. @\$1.00 = \$ 15.00  
Total = \$1106.20
- (3) The East 50.0 ft. of the North  $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way. Tract for new right of way contains 0.607 acres @\$200.00 = \$121.40  
Wheat damage 0.607 acres @\$ 35.00 = \$ 21.24  
Fence damage = None  
Total = \$142.64
- (4) The West 50.0 ft. of the North 1960.83 ft. and the South 50.0 ft. of the East 1991.54 ft. of the SW $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way. Also a tract beginning at a point 30.0 ft. East and 418 ft., more or less, North of the SW corner of said SW $\frac{1}{4}$ , being the intersection of a 7 deg. curve, having a radius of 769.02 ft., and the existing 20.0 ft. road right of way; Thence North parallel with the West line of said SW $\frac{1}{4}$ , a distance of 364.62 ft.; Thence East parallel with the South line of said SW $\frac{1}{4}$ , a distance of 20.0 ft.; Thence Southeasterly around a 7 deg. curve, having a radius of 769.02 ft., to a point 50.0 ft. North and 782.62 ft. East of said SW corner; Thence South parallel with said West line, a distance of 20.0 ft.; Thence West parallel with said South line, a distance of 482.62 ft.; Thence North parallel with said West line, to an intersection with a 7 deg. curve, having a radius of 369.02 ft.; Thence Northwesterly around said 7 deg. curve, to place of beginning. Tract for new right of way contains 3.984 acres @\$200.00 = \$796.80  
Wheat damage 3.629 acres @\$ 35.00 = \$127.01  
Existing fence to be removed and reset on the new right of way by County.  
Fence damage = None  
Total = \$923.81



151-56  
#10

REPORT  
OF  
FINDINGS FOR CONDEMNATION

This REPORT filed in the Office of County Clerk, Reno County, Kansas by the BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS:

That the BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS--DID, on the 30th day of March, 1972, FIND IT NECESSARY TO ACQUIRE CERTAIN LANDS, hereinafter described, for the purpose of eliminating dangerous conditions in, for the widening of, and for the proper construction of the following Highway:

WEST LAKE DRIVE-MILES 3-8

That the BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS--DID, on the 17th day of April, 1972, at 10:00 o'clock A.M., view the following described lands at the location thereof to APPRAISE THE VALUE THEREOF, and to ASSESS THE DAMAGES THERETO:

That the BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS--DID approve the attached plats as being a true and correct survey of the physical features of the following described lands as surveyed by the Reno County Engineering Department.

- \* (1) The North 50.0 ft. of the NW $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way.  
Tract for new right of way contains 1.212 acres
- (2) The North 50.0 ft. of the West 1833.23 ft. of the NE $\frac{1}{4}$ , and the East 50.0 ft. of the South 1833.93 ft. of the NE $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way. Also a tract described as follows: Beginning at a point 30.0 ft. West and 30.0 ft. South of the NE corner of said NE $\frac{1}{4}$ ; Thence South parallel with the East line of said NE $\frac{1}{4}$ , a distance of 731.27 ft.; Thence West parallel with the North line of said NE $\frac{1}{4}$ , a distance of 20.0 ft.; Thence Northwesterly around a 7 deg. curve, having a radius of 769.02 ft., to a point 311.27 ft. West and 50.0 ft. South of said NE corner; Thence North parallel with said East line, a distance of 20.0 ft.; Thence East parallel with the North line of said NE $\frac{1}{4}$ , a distance of 781.27 ft., to place of beginning.  
Tract for new right of way contains 5.456 acres
- (3) The East 50.0 ft. of the North  $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way.  
Tract for new right of way contains 0.607 acres
- (4) The West 50.0 ft. of the North 1860.83 ft. and the South 50.0 ft. of the East 1891.54 ft. of the SW $\frac{1}{4}$  of Section 29-T26S-R5W, except the existing right of way. Also a tract beginning at a point 30.0 ft. East and 418 ft. more or less, North of the SW corner of said SW $\frac{1}{4}$ , being the intersection of a 7 deg. curve, having a radius of 969.02 ft., and the existing 30.0 ft. road right of way; Thence North parallel with the West line of said SW $\frac{1}{4}$ , a distance of 364.62 ft.; Thence East parallel with the South line of said SW $\frac{1}{4}$ , a distance of 20.0 ft.; Thence Southwesterly around 7 deg. curve, having a radius of 769.02 ft., to a point 50.0 ft. North and 782.62 ft. East of said SW corner; Thence South parallel with said West line, a distance of 20.0 ft.; Thence West parallel with said South line, a distance of 492.62 ft.; Thence North parallel with said West line, to an intersection with a 7 deg. curve, having a radius of 869.02 ft.; Thence Northwesterly around said 7 deg. curve, to place of beginning.  
Tract for new right of way contains 3.984 acres

ATTEST:

*Gerald J. Windholz*  
Gerald J. Windholz-Reno County Clerk

Date

4-20-72

BOARD OF COUNTY COMMISSIONERS OF  
RENO COUNTY, KANSAS

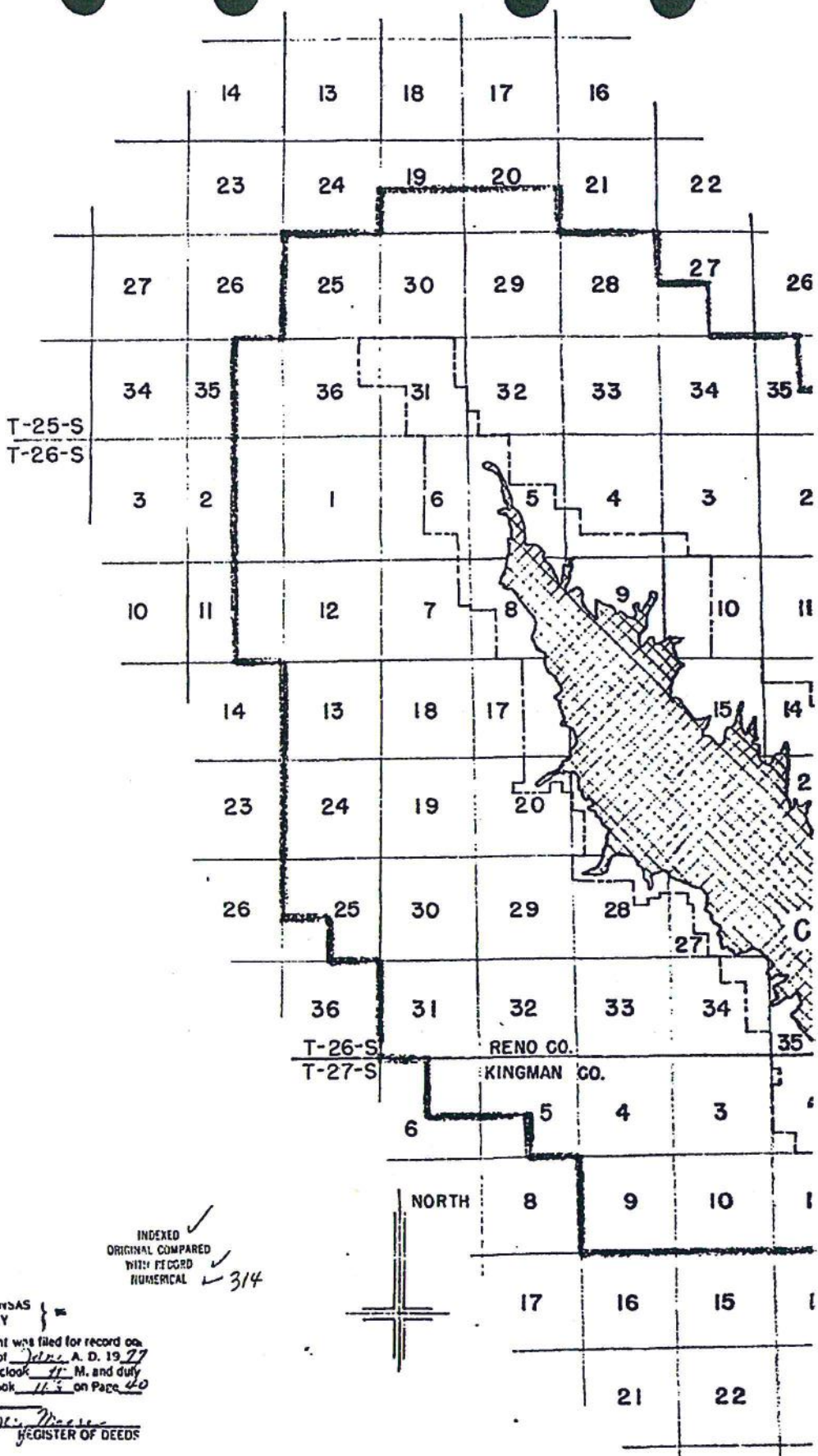
*Mildred J. Baughman*  
Chairman-Mildred J. Baughman

*Jack Maloney*  
Member-Jack Maloney

*John O. Sutton*  
Member-John O. Sutton

168-40

#11



INDEXED ✓  
ORIGINAL COMPARED ✓  
WITH RECORD NUMERICAL ✓ 314

STATE OF KANSAS }  
RENO COUNTY }  
This instrument was filed for record on  
the 4 day of June A. D. 1927  
at 1 o'clock P. M. and duly  
recorded in Book 168 on Page 40  
Fee \$ 2.00  
R. M. Mason  
REGISTER OF DEEDS

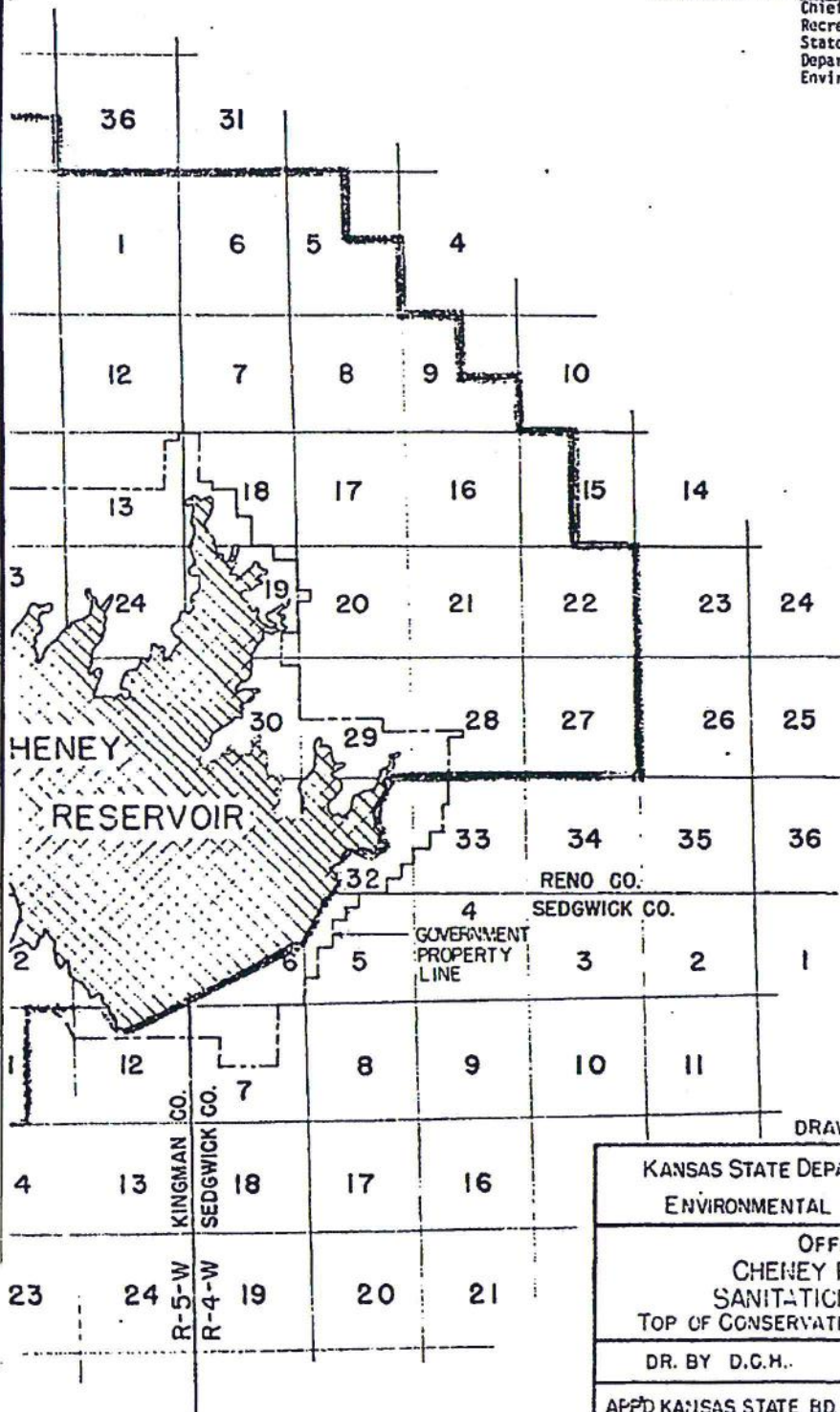


# CERTIFICATION

This copy of the Cheney Reservoir Sanitation Zone Map is accurate, complete, current, and as adopted in Kansas Administrative Regulation 28-10-16.

30 December 1976

*C. A. Dennon*  
 Chief  
 Recreational Sanitation Section  
 State of Kansas  
 Department of Health and  
 Environment



DRAWING NO. 69-2

KANSAS STATE DEPARTMENT OF HEALTH  
 ENVIRONMENTAL HEALTH SERVICES

OFFICIAL  
 CHENEY RESERVOIR  
 SANITATION ZONE MAP  
 TOP OF CONSERVATION POOL - 1421.6

DR. BY D.C.H.

CK. BY. I.F.S.

APPD KANSAS STATE BD. OF HEALTH | DATE 9:12:69

184-1

193-184

#11

RESOLUTION 82-45

WHEREAS, legal publication has been made on the 24th day of June and the 1st day of July, 1982 and recommendation has been made for approval of the Reno County Board of Commissioners to impose the Reno County Zoning Regulations to the unincorporated area lying within three miles of the conservation pool waterline of Cheney Reservoir in Reno County, Kansas.

Said zoning regulations and districts generally will divide said area into districts; will regulate and restrict therein the location, erection, construction, reconstruction, and alteration and use of buildings, structures, and land, for industry, business, residence and other uses; will regulate and restrict the height, number of stories, and size of all buildings, and the size of yards, courts, and other open spaces surrounding buildings; will regulate and restrict the density of population; will provide for the change and amendment of such regulations and boundaries of districts; will provide for a Board of Zoning Appeals; and will provide for enforcement of and penalties for violation of the provisions therein.

WHEREAS, pursuant to the Zoning Regulations of Reno County, a public hearing, duly advertised, was held on July 21, 1982 in the Reno County Courthouse for the purpose of considering said application, and,

WHEREAS, pursuant to the Zoning Regulations of Reno County, at said public hearing, the Reno County Planning Board voted approval for recommendation to the Board of County Commissioners that the above described application be approved.

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that the Reno County Zoning Regulations be imposed in the unincorporated area lying within three miles of the conservation pool waterline of Cheney Reservoir in Reno County, Kansas.

THEREFORE, BE IT FURTHER RESOLVED, by the Board of County Commissioners of Reno County that the current zoning regulations applicable only to the Cheney Reservoir area, adopted October 1, 1962, be rescinded.

DATE: 7-28-82

INDEXED ✓

Attest:

ORIGINAL COMPARED ✓  
WITH RECORD  
NUMERICAL 334

*Shirley L. Zeldman*  
Reno County Clerk by *Shirley L. Zeldman* Deputy

BOARD OF COUNTY COMMISSIONERS  
of RENO COUNTY, KANSAS

*Ralph L. Krehbiel*  
Chairman - Ralph L. Krehbiel

Member - Mildred J. Baughman

*Richard M. Roel*  
Member - Richard M. Roel

STATE OF KANSAS, RENO COUNTY, SS:

This instrument was filed for record on the 10 day of Aug.  
A. D. 1982 at 11:55 o'clock A. M. and duly recorded in Book  
193 on Page 184(4) Fm 8 KK

*Rosemary Moore*  
REGISTER OF DEEDS



5-1  
OR file  
TAKE NOTICE THAT A PUBLIC HEARING will be held on Wednesday, July 21, 1982 at 8:00 P.M.

in the Reno County Courthouse, Hutchinson, Kansas for consideration of the following:

1. Request to impose the Reno County Zoning Regulations to the unincorporated area lying within three miles of the conservation pool waterline of Cheney Reservoir in Reno County, Kansas.

Said zoning regulations and districts generally will divide said area into districts; will regulate and restrict therein the location, erection, construction, reconstruction, and alteration and use of buildings, structures and land, for industry, business, residence and other uses; will regulate and restrict the height, number of stories, and size of all buildings, and the size of yards, courts, and other open spaces surrounding buildings; will regulate and restrict the density of population; will provide for the change and amendment of such regulations and boundaries of districts; will provide for a Board of Zoning Appeals; and will provide for enforcement of and penalties for violation of the provisions therein. The purpose of the proposed change is to uniformly apply one set of Zoning Regulations throughout all areas currently zoned within Reno County, Kansas. At the same meeting, the Reno County Planning Board will consider a resolution rescinding current zoning regulations applicable only to the Cheney Reservoir area.

Requested by the Reno County Planning Board.

2. Request for a Special Use Permit for a wholesale greenhouse with a packing and storage shed on the following described property:


The south 120 feet of the southeast  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of Section 2, Township 23 South, Range 5 West of the 6th P.M., Reno County, Kansas; (approximately  $\frac{1}{4}$  mile north of 17th Street on Mayfield Road)

Requested by J. Dale Jones.

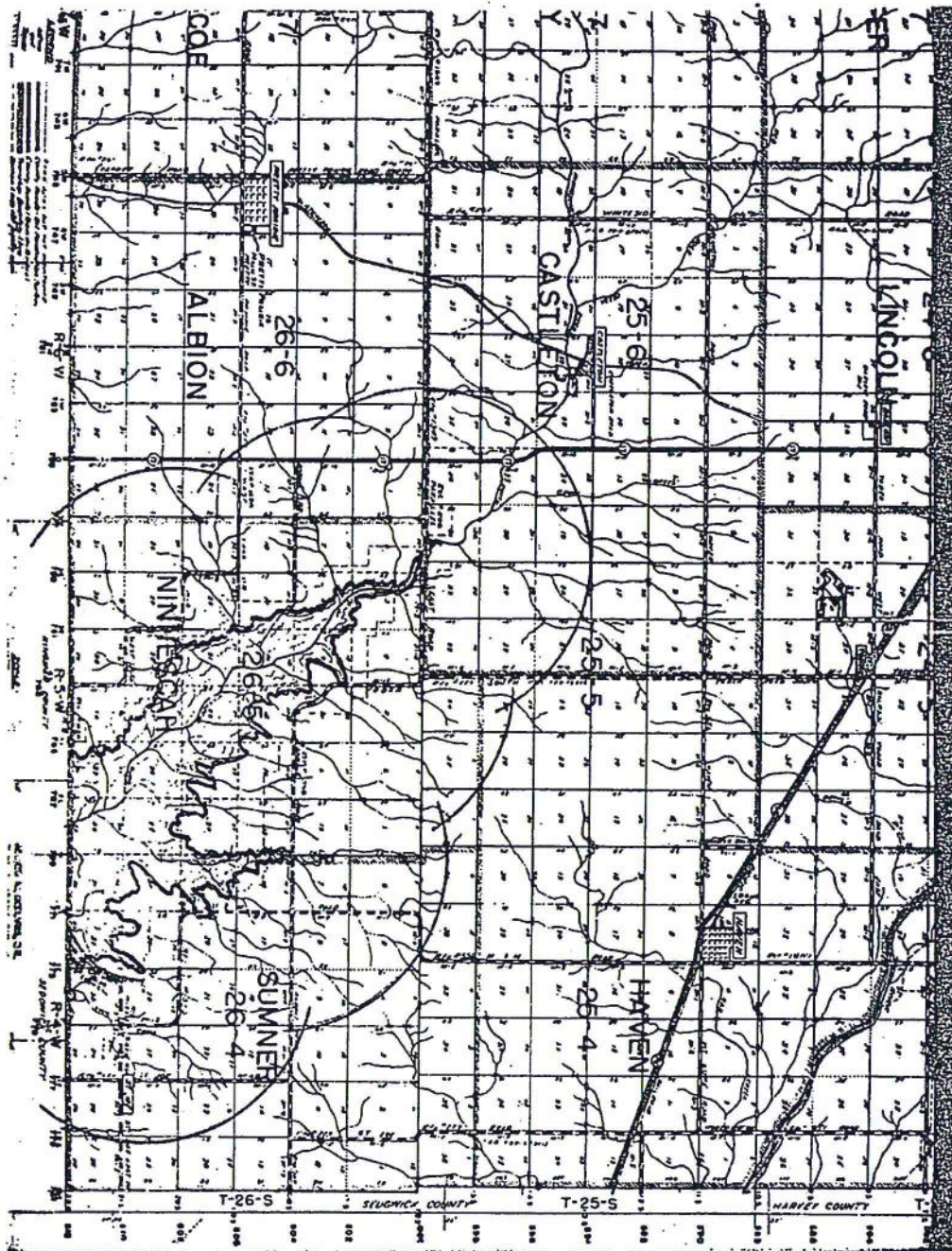
3. Request for a rezoning from "A-1" Suburban Dwelling District to "B" Commercial District on the following described property:

Beginning at the northeast corner of the northwest  $\frac{1}{4}$  of Section 28, Township 22 South, Range 5 West of the 6th P.M., Reno County, Kansas, thence south 684.5 feet to the south line of the north  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$ , thence west 300 feet, thence north 665.9 feet, thence east 300 feet to the place of beginning containing 4.58 acres and a tract commencing at the northeast corner of the northwest  $\frac{1}{4}$  of Section 28, Township 22 South, Range 5 West of the 6th P.M., Reno County, Kansas, thence west 300 feet to the place of beginning, thence continuing east 500 feet to a point, thence at right angles and south a distance of 200 feet to a point, thence east and parallel to the north line a distance of 500 feet to a point, thence north a distance of 200 feet to a point and the place of beginning containing 2.3 acres. (approximately  $\frac{1}{4}$  mile east of Halstead Street on East 56th on the south side)

Requested by Richard H. Schnitker.

  
Eugene G. Haas  
Zoning Administrator







## INDEXES FOR RESOLUTION 32-45

25-4 (4)

S 1/2 31, S 1/2 32

26-4 (100)

NW 1/4, SW 1/4, SE 1/4 4, all 5, 6, 7, 8, 9  
 SW 1/4 10, NW 1/4, SW 1/4, SE 1/4 14, all 15, 16, 17, 18  
 NW 1/4, SE 1/4, NE 1/4, 19, all 20, 21, 22, 23, SW 1/4 24  
 NW 1/4, SW 1/4, 25, all 26, 27, 28, 29, SE 1/4, NE 1/4, SW 1/4 30  
 NE 1/4 31, NE 1/4, SE 1/4 32, all 33, 34, 35, NW 1/4 36

25-5 (55)

All 19, 20, 21, SW 1/4 22, S1/2 26, all 27, 28, 29, 30, 31,  
 32, 33, 34, 35, 36

26-5 (117)

All 1, 2, 3, 4, 5, 6, 7, NW 1/4, SW 1/4, SE 1/4 of 8,  
 NW 1/4, NE 1/4, SE 1/4 of 9, all 10, 11, 12, 13, 14, 15  
 17, 18, 19, 20, SW 1/4, NW 1/4 21, all 23, 24, SW 1/4, NW 1/4  
 SE 1/4 27, all 28, 29, 30, 31, 32, 33, 34, NW 1/4, SW 1/4 35

25-6 (21)

SE 1/4 23, SE, NE 1/4, SW 1/4 24, all 25, 26, SE 1/4 34, all  
 35 & 36

26-6 (37)

All 1, 2, SE 1/4, NE 1/4 3, all 11, 12, 13, NE 1/4 SE 1/4  
 NW 1/4 14, NE 1/4 23, all 24, 25, NE 1/4, SE 1/4, NW 1/4 36

INDEXED  
ORIGINAL COMPARED  
WITH RECORD  
NUMERICALLY  
2304

STATE OF KANSAS | ss  
RENO COUNTY

This instrument was filed for record on  
the 14 day of Sept, A.D. 1988  
at 1:15 o'clock P. M. and duly  
recorded in Book 219 on Page 147(9)  
Fee \$ 2.00

Russell H. Hargis  
REGISTER OF DEEDS



THE STATE

OF KANSAS

STATE BOARD OF AGRICULTURE  
Sam Brownback, Secretary

DIVISION OF WATER RESOURCES  
David L. Pope, Chief Engineer

BEFORE  
DAVID L. POPE, CHIEF ENGINEER  
DIVISION OF WATER RESOURCES  
KANSAS STATE BOARD OF AGRICULTURE

IN THE MATTER OF  
THE PROPOSED EXTENSION OF THE BOUNDARIES OF  
EQUUS BEDS GROUNDWATER MANAGEMENT DISTRICT NO. 2

The Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture, (hereinafter referred to as the "Chief Engineer"), after having given due consideration to all evidence, testimony and other information presented to Wayland Anderson, Assistant Chief Engineer, the hearing officer duly appointed by the Chief Engineer to preside at the hearing on October 14, 1988, regarding the proposed extension of the boundaries of Equus Beds Groundwater Management District No. 2 (hereinafter referred to as the "District"), makes the following findings, conclusions and order:

#### FINDINGS

1. That at a regular meeting of the Board of Directors of the Equus Beds Groundwater Management District No. 2 (hereinafter referred to as the "Board"), on October 13, 1987, a Resolution was duly adopted by the Board recommending that the boundaries of the District be extended.
2. That on October 28, 1987, the Chief Engineer received a petition submitted by the Board, pursuant to K.S.A. 82a-1033, for extension of the boundaries of the District to include the following territory:
  - ✓ All of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18 of Township 22 South, Range 4 West, Reno County, Kansas;
  - ✓ All of Township 22 South, Range 5 West, Reno County, Kansas;
  - ✓ All of Township 22 South, Range 6 West, Reno County, Kansas;
  - ✓ All of Township 22 South, Range 7 West, Reno County, Kansas;

I hereby certify that this instrument is a true and correct copy of the original as purported.  
Dated at Topeka, Kansas this 21st day of December, 1988  
Wayland Anderson  
DIVISION OF WATER RESOURCES  
KANSAS STATE BOARD OF AGRICULTURE



✓ All of Township 23 South, Range 5 West, Reno County,  
144 Kansas;

✓ All of Township 23 South, Range 6 West, Reno County,  
144 Kansas;

✓ All of Township 23 South, Range 7 West, Reno County,  
144 Kansas;

✓ All of Sections 1, 2, 3, 4, 5, 6, 25, 26, 27, 28, 29,  
1230, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 5  
West, Reno County, Kansas;

✓ All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,  
1415, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28,  
29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South,  
Range 6 West, Reno County, Kansas;

✓ All of Township 24 South, Range 7 West, Reno County,  
144 Kansas;

✓ All of Sections 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21,  
1422, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,  
36 of Township 25 South, Range 4 West, Reno County,  
Kansas;

✓ All of Township 25 South, Range 5 West, Reno County,  
1411 Kansas;

✓ All of Township 25 South, Range 6 West, Reno County,  
144 Kansas;

✓ All of Township 25 South, Range 7 West, Reno County,  
144 Kansas;

✓ All of Township 26 South, Range 4 West, Reno County,  
144 Kansas;

✓ All of Township 26 South, Range 5 West, Reno County,  
144 Kansas;

✓ All of Township 26 South, Range 6 West, Reno County,  
144 Kansas;

✓ All of Township 26 South, Range 7 West, Reno County,  
144 Kansas;

3. That the notice of hearing was published in the McPherson Daily Sentinel, The Hutchinson News, The Newton Kansan and the Wichita Eagle Beacon, four papers of general circulation within the District, stating that a public hearing would be held at 10:00 a.m. on Friday, October 14, 1988, in the auditorium of the Hutchinson Public Library, 901 N. Main, Hutchinson, Kansas 67501, at which time all interested parties would have an opportunity to be heard regarding the petition by the District to extend the boundaries of the District; that affidavits of publication show the above mentioned newspapers published notice of this hearing for three consecutive weeks with the first publications being at least 28 days prior to the hearing; that

2

I hereby certify that this instrument is a true and correct copy of the original as purported.  
Dated at Topeka, Kansas this 21st  
of December 1988  
by *William D. Anderson*  
DIVISION OF WATER RESOURCES  
KANSAS STATE BOARD OF AGRICULTURE

on September 22, 1988, the notice of hearing was also published in the Kansas Register; that such notice complies with the requirements of K.S.A. 82a-1033.

4. That on October 14, 1988, Wayland Anderson, Assistant Chief Engineer, held a hearing beginning at approximately 10:00 a.m. in the auditorium of the Hutchinson Public Library, to consider the proposed extension of the boundaries of the District; that Rebecca J. Liggett, Assistant Legal Counsel for the Division, was also present and assisted the Assistant Chief Engineer at the hearing.
5. That Mr. Ray Bontrager, President of the Board of Directors for the District, testified on behalf of the District as follows:
  - a. That on October 17, 1987, a group of Reno County landowners petitioned the Board to extend the boundaries of the District into the eastern half of Reno County.
  - b. That on March 8, 1988, the Board established by Resolution ME-88-1 a five member ad hoc committee consisting of eligible voters in the proposed extension area to advise the Board on matters pertaining to the boundary extension; that the ad hoc committee was established as a result of the Board's concern that potential eligible voters in the extension area be represented during the extension proceedings and during the transition period if the extension were to be approved.
  - c. That he recommends an effective date for the extension of before December 31, 1988, in order to allow eligible voters in the extension area the opportunity to vote and to be eligible as candidates for a position on the board of directors at the January 10, 1989 directors' election.
6. That Michael T. Dealy, Manager of the District, testified on behalf of the District as follows:
  - a. That the area proposed to be annexed when combined with the existing District, substantially comprises a hydrologic community of interest based on similarities of hydrology, aquifer characteristics, topography, precipitation and drainage and recharge systems, geology, including bedrock characteristics, soil and farming practices and water

I hereby certify that this instrument is a true and correct copy of the original as purposed.  
 Dated at Topeka, Kansas this 21st day  
 of December 1988  
Michael T. Dealy  
 DIVISION OF WATER RESOURCES  
 KANSAS STATE BOARD OF AGRICULTURE



withdrawals and usages; that both the proposed extension area and the District lie almost exclusively in the Great Bend Physiographic Region; that the proposed extension area is the only major portion of the High Plains aquifer system in Kansas that is not currently in a groundwater management district; that both the proposed extension area and the District are a part of the Lower Arkansas River Basin; that alluvial groundwater sources associated with the Lower Arkansas River Basin have been identified; that the streams and groundwater in the Great Bend Physiographic Region interact; that due to similarities in annual precipitation and recharge in the proposed extension area and the District, the extension area lends itself well to the District's management practices, especially the District's safe-yield policy; that the western boundary of the proposed extension area is located along a subcrop between two major geologic formations; that in general the water quality and water quantity problems in the proposed extension area are similar to those in the District.

- b. That the proposed extension area is not part of any existing groundwater management district.
- c. That the statement of purposes filed with the Chief Engineer conform to the intent and purposes of the Groundwater District Act.
- d. That the lands proposed to be annexed to the District overlie aquifers subject to management; that the principal source of groundwater in the Great Bend Physiographic Region is from unconsolidated alluvial deposits, identified as the High Plains Aquifer, that underlie most of the area; that the aquifer in the proposed extension area exhibits substantially the same characteristics as the aquifer in the District and, therefore, the District's plan providing for development on a safe-yield basis could be applied to the extension area; that the ancestral channel of the Arkansas River, which runs through the extension area and into Sedgwick County in the existing District, is a continuous channel filled with sand, silt and

I hereby certify that this instrument is a true & correct copy of the original as purported.  
Dated at Topeka, Kansas this 21<sup>st</sup> of December 1988  
*Harold J. Anderson*  
DIVISION OF WATER RESOURCES  
KANSAS STATE BOARD OF AGRICULTURE

gravel that has been saturated and comprises one continuous aquifer subject to management.

- e. That the map attached to the Board's petition is substantially correct.
  - f. That the area of the proposed extended District and existing and prospective uses of groundwater within the extended District are sufficient to support a groundwater management program; that the District has projected a land assessment base of 730,544 acres and a total water assessment base of 332,150 acre feet for the extended district.
  - g. That the public interest will be served by the extension of the boundaries of the District; that as early as 1956, the need for proper groundwater management in the proposed extension area was recognized; that the District offers a comprehensive management program and technical assistance in the best interest of preserving the quantity and quality of current and future water supplies for the population of the extension area.
6. That in his testimony, Mr. Dealy referred to eleven geologic publications that he relied upon to support his testimony.
  7. That on November 2, 1988, the Division received a letter from Ralph Gingerich, mayor of the City of Hutchinson, stating that the City supports the extension of the District's boundaries; that in his letter Mr. Gingerich stated that the City of Hutchinson has been actively seeking to secure an adequate supply of good quality groundwater to meet their present and future needs and that inclusion in the District would be a positive step towards that goal.
  8. That Jesse J. Harder, representative for the 103rd District which essentially includes the north half of Reno County, testified in favor of the proposed extension; that as a legislator he is interested in anything that will help to secure a supply of water over the long range and that the extension of the District is a step in that direction.
  9. That Walter Burling, resident of Reno County, testified in opposition to including Township 25 South, Range 7 West, Reno County, Kansas, in the extension area because he felt that management was not needed and



because he objected to an additional tax levy.

10. That John B. Paney, resident of Sumner Township, Reno County, presented testimony at the hearing.
11. That Jerry Hargadine, representative of the Kansas Water Office, testified that the lower Arkansas Basin Plan section of the Kansas Water Plan recognizes that management of the proposed extension area is a concern and that inclusion in a groundwater management district could be beneficial; that Mr. Hargadine further stated that the Kansas Water Office believes that the groundwater in the portion of the Great Bend Prairie in Reno County must be managed to assure coordination, orderly withdrawal of water and prevention of pollution of the aquifer.
12. That Craig Gibson, dry land farmer and irrigator, testified in favor of the District's petition; that Mr. Gibson stated that he has two irrigation wells that are located within the District and one irrigation well that is located within the extension area; that Mr. Gibson stated that he was appointed by the District to the ad hoc committee.
13. That Elizabeth Haines, land owner in Reno County, testified in favor of the proposed extension.
14. That the Assistant Chief Engineer adjourned the hearing and directed that the formal record of the proceeding would remain open until October 28, 1988, so that anyone who wished could submit written statements for the record.
15. That Walter B. Burling, submitted written testimony in opposition to the proposed extension; that Mr. Burling stated that Township 25 South, Range 7 West, Reno County, Kansas, should not be included in the extension area because only three of the 144 quarter sections of land in Township 25 South have irrigation circles on them and there is no need for the other 141 quarter sections to be managed or to be subject to financial assessments.
16. That Willis D. Harder, resident of Reno County and landowner in the District, submitted written testimony in opposition to the proposed extension; that Mr. Harder stated that he did not feel that the notice of the hearing was adequate; that Mr. Harder also stated that the row

I hereby certify that this instrument is a true and correct copy of the original as submitted.  
Dated at Topeka, Kansas this 21st day of December, 1988.  
*Wayne D. Burling*  
DIVISION OF WATER RESOURCES  
KANSAS STATE BOARD OF AGRICULTURE

of townships at the west edge of the proposed extension should have been included in the extension area because the water in Reno County moves from west and northwest to east and southeast, therefore, the pollution from that row of townships will move into the proposed District.

#### CONCLUSIONS

1. That the petition for extension presented by the District complies with the requirements of K.S.A. 82a-1033(a)(1)-(3).
2. That the notice of hearing described in Finding No. 3 complies with the statutory requirements of K.S.A. 82a-1033(b).
3. That the lands proposed to be annexed to the District, as described in the petition for extension and made a part thereof, substantially comprise a hydrologic community of interest.
4. That the area proposed to be annexed to the District would not include any of the lands of an existing groundwater management District.
5. That the statement of purposes contained in the petition conforms with the intent and purposes of K.S.A. 82a-1022, K.S.A. 82a-1035, inclusive, and particularly K.S.A. 82a-1024.
6. That the lands proposed to be annexed to the District overlie aquifers subject to management.
7. That the map attached to the District's petition is substantially correct.
8. That the area of the extended District and the existing and prospective uses of groundwater within the extended District, are sufficient to support a groundwater management program.
9. That the public interest will be served by the extension of the boundaries of the District.
10. That the boundaries of the District should be extended to include the area to include the area as set forth in Finding No. 2.

#### ORDER

NOW THEREFORE, it is the decision and order of the Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture, that the Petition as

I hereby certify that this instrument is a true and correct copy of the original as purported.  
 Dated at Topeka, Kansas this 21st day  
 of December 19 88  
Wayland J. Anderson  
 DIVISION OF WATER RESOURCES  
 KANSAS STATE BOARD OF AGRICULTURE



submitted for the extension of the boundaries of the Equus Beds Groundwater Management District No. 2 to include the following territory:

All of Sections 4, 5, 6, 7, 8, 9, 16, 17, 18 of Township 22 South, Range 4 West, Reno County, Kansas;

All of Township 22 South, Range 5 West, Reno County, Kansas;

All of Township 22 South, Range 6 West, Reno County, Kansas;

All of Township 22 South, Range 7 West, Reno County, Kansas;

All of Township 23 South, Range 5 West, Reno County, Kansas;

All of Township 23 South, Range 6 West, Reno County, Kansas;

All of Township 23 South, Range 7 West, Reno County, Kansas;

All of Sections 1, 2, 3, 4, 5, 6, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 5 West, Reno County, Kansas;

All of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 24 South, Range 6 West, Reno County, Kansas;

All of Township 24 South, Range 7 West, Reno County, Kansas;

All of Sections 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 of Township 25 South, Range 4 West, Reno County, Kansas;

All of Township 25 South, Range 5 West, Reno County, Kansas;

All of Township 25 South, Range 6 West, Reno County, Kansas;

All of Township 25 South, Range 7 West, Reno County, Kansas;

All of Township 26 South, Range 4 West, Reno County, Kansas;

All of Township 26 South, Range 5 West, Reno County, Kansas;

All of Township 26 South, Range 6 West, Reno County, Kansas;

All of Township 26 South, Range 7 West, Reno County, Kansas;

I hereby certify that this instrument is a true and correct copy of the original as presented.  
Dated at Topeka, Kansas this 21<sup>st</sup> day of December 1988.  
*Wayland J. Paulson*  
DIVISION CLERK  
KANSAS STATE BOARD OF AGRICULTURE

should be and hereby is approved. The extension shall become effective upon execution of this Order on the date set forth below.

Dated at Topeka, Kansas this 20<sup>th</sup> day of December, 1988.



David L. Pope  
David L. Pope, P.E.  
Chief Engineer  
Division of Water Resources  
Kansas State Board of Agriculture

State of Kansas }  
County of Shawnee } SS

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 1988, by David L. Pope, P.E., Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture.



Denise J. Rolfs  
Notary Public

My appointment expires: March 1, 1990

I hereby certify that this instrument is a true and correct copy of the original as presented.  
Dated at Topeka, Kansas this 21<sup>st</sup> day of December, 1988.  
Wayland J. Anderson  
DIVISION OF WATER RESOURCES  
KANSAS STATE BOARD OF AGRICULTURE



221207

#13

## RESOLUTION 89-36

A RESOLUTION INCLUDING THE CITY OF PRETTY PRAIRIE,  
KANSAS IN RENO-KINGMAN JOINT FIRE DISTRICT NO. 1

WHEREAS, K.S.A. 19-3605 allows the board of county commissioners to alter and modify the boundaries of an existing fire district to include cities of the first, second or third class upon satisfaction of the conditions prescribed therein, and

WHEREAS, the City Council of Pretty Prairie, Kansas, on the 19th day of June, 1989 adopted a Resolution directed to the Board of County Commissioners praying that all of said City be included within Reno-Kingman County Joint Fire District No. 1; and

WHEREAS, it appearing to the Board of County Commissioners that all requirements of K.S.A. 19-3605 have been met, that K.S.A. 19-3604 provides authority to include new lands within a fire district, and that it is in the best interest of all parties involved to bring said City within said Fire District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that:

1. The City of Pretty Prairie, Kansas, shall be and the same is hereby included within the boundaries of Reno-Kingman Joint Fire District No. 1.

2. That the boundaries of said District shall be as follows: All of Roscoe Township, Castleton Township, Albion Township and Minnescah Township in Reno County, Kansas; all of Galesburg Township in Kingman County, Kansas; that part of Sections 21, 22, 23, 24, 28, 29 and 32 lying South of the North Fork Minnescah River and all of Sections 25, 26, 27, 33, 34, 35 and 36, Township 25 South, Range 7 West of the 6th P.M.; and all of the City of Pretty Prairie, Kansas.

STATE OF KANSAS | ss  
RENO COUNTY  
INDEXED ✓  
ORIGINAL COMPARED ✓  
WITH RECORD ✓  
NUMERICAL ✓  
734  
-1-  
This instrument was filed for record on  
the 29 day of June A.D. 1989  
at 2:55 o'clock P. M. and duly  
recorded in Book 221 on Page 207 (\$) 734  
Fee \$ xxx  
Mary W. French  
REGISTER OF DEEDS

3. The effective date of this Resolution shall be the 1st day of July, 1989.

ADOPTED in regular session this 28<sup>th</sup> day of June, 1989.

BOARD OF COUNTY COMMISSIONERS  
OF RENO COUNTY, KANSAS

Mildred J. Baughman  
MILDRED BAUGHMAN, Chairman

Joe Stucky  
JOE STUCKY, Member

Rosa Mary Fuson  
ROSA MARY FUSON, Member



ATTEST:  
George B. Franklin  
County Clerk



RESOLUTION 89-7

A RESOLUTION PRAYING FOR THE INCLUSION OF THE CITY OF PRETTY PRAIRIE, KANSAS, WITHIN RENO COUNTY JOINT FIRE DISTRICT NO. 1

WHEREAS, on the 4th day of May, 1989, a Notice was published in the Ninnescah Valley News of a public hearing to be held by the City Council of the City of Pretty Prairie, Kansas, in City Hall on June 5, 1989 at 7:30 P.M., concerning said City Council's intent to petition the Reno County Board of Commissioners to include all of said City within Reno County Joint Fire District No. 1, and

WHEREAS, on said date and time a hearing was conducted at which time all in favor of or opposed to said proposition were heard, and


WHEREAS, said hearing was continued to the 19th day of June, 1989, for a decision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRETTY PRAIRIE, KANSAS, that the following be adopted:

That the Board of County Commissioners of Reno County, Kansas, pursuant to K.S.A. 19-3601 et seq., include the City of Pretty Prairie, Kansas, within Reno County Joint Fire District No. 1, effective January 1, 1990.

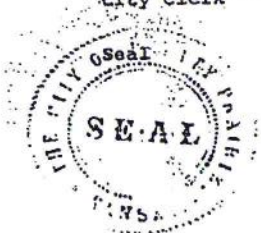
BE IT FURTHER RESOLVED, that the City Clerk forward this Resolution to the Reno County Clerk forthwith.

ADOPTED in regular session this 19th day of June, 1989.

  
Mayor

ATTEST:

  
City Clerk



1200

*Notary*  
*TS*

STATE OF KANSAS }  
RENO COUNTY }  
This instrument was filed for record on  
the 17<sup>th</sup> day of Nov A.D. 2011  
at 5:10 o'clock PM M. and duly  
recorded in Book 118 on Page 178  
Fee \$ 1.00

46879

#14

MEMORANDUM OF OIL AND GAS LEASE OF DEED

THE STATE OF KANSAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF RENO §

THAT R & D FAMILY, LP, DAVID L. REIDA, GENERAL PARTNER, (Lessor), whose address is 29747 W. 47<sup>th</sup> S., Cheney, Kansas 67025, and CHEYENNE EXPLORATION, LLC (Lessee) whose address is 14860 Montfort Drive, Suite 209, Dallas, Texas 75254, hereby acknowledge and give notice that Lessor has executed and delivered to Lessee a Paid-Up Oil, Gas and Mineral Lease ("the lease"), dated 7<sup>th</sup> day of November 2011 for a primary term of four (4) years, with an option to extend the Lease an additional two (2) years, covering that certain 130.078724 acres of land, more or less, situated in Reno County, Kansas (herein called the "leased premises"), which leased premises are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes the same as if fully copied and set forth at length. Under the terms of said lease, Lessor has granted, leased and let the leased premises exclusively unto Lessee (subject to each and all the other provisions thereof) for the sole purposes of exploring operating for and producing oil and gas.

Said lease shall apply only to oil and gas (together with those substances produced necessarily with and incidental to the production of oil and gas) and shall not apply to or cover any other minerals or substances.

This Memorandum of Oil and Gas Lease is executed by Lessor and placed of record to evidence the existence of said lease and this Memorandum is recorded in lieu of filing said lease of record in the Official Records of Reno County, Kansas, so as to avoid unduly encumbering such records and for the purposes of placing all person on notice of the existence of said lease.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

R & D FAMILY, LP

DAVID L. REIDA, GENERAL PARTNER

*David L. Reid*  
David L. Reid, General Partner

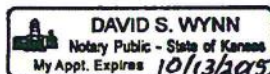
STATE OF KANSAS §

COUNTY OF Sedgwick §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 10<sup>th</sup> day of November 2011, by R & D Family, LP, David L. Reid, General Partner.

Seal



*David S. Wynn*  
Notary Public - State of KANSAS



Exhibit "A"

Attached and made a part of the Oil and Gas Lease, dated the  
7<sup>th</sup> day of November, 2011 between  
R & D Family, LP, David L. Reida, General Partner

And

Cheyenne Exploration, LLC

Said lease contains 130.078724 acres, more or less, more particularly described below, and located in Reno County, Kansas						
State	County	Section	Township	Range	Legal Description	Gross Acres
Kansas	Reno	29	26 S	05 W	Lot 3 (32.29 ac), Lot 4 (32.28 ac), Lot 6 (15.50 ac) and the South Half of the Northwest Quarter (NW/4) LESS AND EXCEPT a tract of land beginning at the Southwest corner of the Northwest Quarter; thence North along the section line 1574 feet; thence East parallel with the South line 830 feet; thence South parallel with the West line 1574 feet; thence West along the South line 830 feet to the place of beginning.	130.078724

## GROUNDWATER / ENVIRONMENTAL ADDENDUM

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:

TR NW 1/4 29-26-SW, Reno Co

The parties are advised to obtain expert advice in regard to any environmental concerns.

### SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns (initial one):

☒ M Seller has no knowledge of groundwater contamination or other environmental concerns;  
or  
\_\_\_\_\_ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller (initial one):

☒ OK Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or  
\_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

### BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) \_\_\_\_\_ Buyer has received copies of all information, if any, listed above. (initial)

### CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

☒ Bill L. Dent 9/15/23  
Seller GEN PARTNER Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

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# WIRE FRAUD ALERT

## IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*TITLE COMPANIES DO NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED\*\***

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Your Title Company does not require your funds to be wired. They accept certified checks. If you prefer to wire, you must contact your title company by phone to request our wire instructions. They will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact the title company.

**\*\*\*Closing funds in the form of ACH Electronic Transfers will NOT be accepted\*\*\***

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

### ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

 \_\_\_\_\_

\_\_\_\_\_

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:  
<http://www.fbi.gov>

Internet Crime Complaint Center:  
<http://www.ic3.gov>

## Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

**Types of Brokerage Relationships:** A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

**Seller's Agent:** The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

**Buyer's Agent:** The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

**An Agent**, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

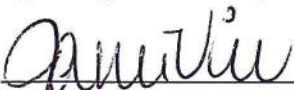
**The transaction broker** is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

**Agents and Transaction Brokers** have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

  
\_\_\_\_\_  
Licensee

**Roger Zerener**  
\_\_\_\_\_  
Supervising/branch broker

**Farm and Home Realty**

\_\_\_\_\_  
Real estate company name approved by the commission

  
\_\_\_\_\_  
Buyer/Seller Acknowledgement (not required)