HAYDEN OUTDOORS REAL ESTATE

Proudly presents

BURRTON LAKE HOUSE AUCTION

ONLINE AUCTION

Start Date: 12/1/2025 at 8:00 AM CST

End Date: 12/3/2025 at 3:00 PM CST


Table of Contents

Activities & Amenities

ATV/Off Road
Beach Access
Boat Slip
Boating/Sailing/Rafting
Campground
Dock/Pier
Fishing
Hiking/Climbing
Hotel/B&B/Resort
House/Cabin
Hunting - Big Game, Predator/Varmint, Small Game, Turkey & Waterfowl
Income Producing
Outbuilding/Barn/Shed/Shop
Pond/Lake
Recreational Business
Water Access/Water View/Waterfront
Wooded
Land Details:
Address: 1803 South Sand Hill Rd, Burrton, Kansas 67020, USA
Closest Town: Burrton
Total Acres: 36.02
Water Rights: Yes
Mineral Rights: Yes
Include Business?: Yes
Estimated Taxes: $21,259.92 - 2024
Source of lot size: Assessor/Tax Data
Building Details
Homes: 1
Style of Home(s): Ranch
Finished Sq. Ft.: 3024
Basement: None
Cooling Systems: Forced Air Cooling
Heating Systems: Forced Air
Auction Details
Auction Type: Online
Auction Start Date: 11/18/2025 - 8:00 am
Auction End Date: 11/19/2025 - 3:00 pm
Auction Location: Online Auction Only

Improvements

Welcome to a secluded waterfront paradise, a truly rare property that blends luxury, recreation, and investment potential. At the heart of this 36 acre estate lies a breathtaking 9-acre stocked sandpit lake, teeming with bass, catfish, and crappie, making it a fisherman's dream. The private groomed beach area offers the perfect setting for relaxation, while the double-decker dock provides ample space for storage and lakeside entertainment. Whether you enjoy paddle boating, kayaking, or paddleboarding, this property comes fully equipped for endless water adventures.

Designed for both private retreats and Airbnb success, this fully furnished 6-bedroom, 3.5-bath home offers stunning lake views from the open-concept living area. The kitchen boasts granite countertops, stainless steel appliances, and a gas stovetop, seamlessly flowing into a wet bar and entertainment space. Cozy up by one of the two fireplace stoves, or step into the hot tub room, which leads directly to the sandy beach. A screened-in outdoor patio allows for year-round enjoyment, while multiple TVs, foosball, and air hockey ensure indoor entertainment for guests of all ages.

For those seeking outdoor adventure, the property features private ATV trails, a 300-foot outdoor shooting range, and a private tennis and basketball court. Additional amenities include BBQ grill, cornhole, firepit with seating, extra tables/chairs, and much more! Wildlife thrives here, attracting ducks, geese, deer, and turkey, with established hunting infrastructure, including an elevated Redneck blind, three Texas Wildlife Supply feeders, and a Big Game two-person tree stand.

Beyond recreation, this estate is built for comfort and convenience. The home is equipped with dual central heating and three air conditioning units, a reverse osmosis system, and faux wood-look tile flooring. Practicality meets luxury with a lake house gym, outdoor beach showers, and a concrete boat ramp for easy water access. Infrastructure includes a private water well, septic system, and a 500-gallon propane tank. The insulated shops measuring 60′ x 100′ and 60′ x 80′, offer just under 11,000 sq. ft. of endless storage and workspace options. There are two shop doors measuring 12' x 14', one measuring 10' x 12', and one measuring 8' x 8'. A gated entry ensures privacy and security, making this an ideal sanctuary away from the world.

As a turnkey Airbnb business, this property is primed for income generation with its unmatched amenities, recreational appeal, and stunning natural surroundings. Currently this property generates typically around $100,000 annually from the current business. Whether you're an investor seeking a lucrative rental opportunity or a luxury buyer in search of the ultimate private getaway, this estate offers an extraordinary lifestyle and a world of possibilities. Don't miss your chance to own this private waterfront haven!

Location

Located at 1919 S Sand Hill Road, Burrton, KS. 4 miles east of Burrton, KS and approximately 30 miles northwest of Wichita, KS.

Property Features:

- +/- 36 acre estate
- +/- 9 acre stocked lake
- Fully Furnished 6 bed/3.5 bath home
- 10,800 sq. ft. of insulated shop space with concrete floor
- ½ mile from Blacktop/HWY 50
- Hunting Opportunities: White-Tailed Deer, Waterfowl, Turkeys, & Dove
- Tennis court, ATV trails, shooting, and private gym on site
- 4 miles from Burrton, KS
- 30 miles from Wichita, KS

*Please contact the listing agent for more information on this property or to schedule a private showing. (**Financial verification is required**)*

Burrton Lake House

Auction Type:
Online, Minimum bid at $750,000

Auction Start:
Dec 1st, 2025 @ 8:00 AM

Auction End:
Dec 3rd, 2025 @ 3:00 PM

Alex Birney
Licensed in KS
ABirney@HaydenOutdoors.com
620.617.8317

Connor Williams
Licensed in KS, MO & OK
Connor@HaydenOutdoors.com
620.617.6300

HAYDEN OUTDOORS
REAL ESTATE

Auction Terms and Conditions

Burrton Lake House (36.02 Acres)

****We use credit card verification to confirm bidder authenticity. Please note any verification amounts are immediately credited back to your account. ****

ANNOUNCEMENTS AND STATEMENTS MADE BY HAYDEN OUTDOORS AT AND/OR DURING THE AUCTION WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR OTHER ORAL STATEMENTS. PROSPECTIVE PURCHASERS ARE ADVISED TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE WITH RESPECT TO THE PURCHASE OF ANY REAL PROPERTY INCLUDING, BUT NOT LIMITED TO, SEEKING LEGAL ADVICE FROM THEIR OWN ATTORNEY REGARDING DISCLOSURES AND DISCLAIMERS SET FORTH BELOW.

AUCTION DATE AND TIME:
Start: December 01, 2025 @ 8:00 AM Central Time
End: December 03, 2025 @ 3:00 PM Central Time

AUCTION LOCATION:
Online, Bidding To Open At: $750,000

AUCTION FORMAT:
This auction is an online auction with reserve, the property(ies) will be offered for sale to the highest bidder(s) and will be sold with no contingencies. Our goal is to realize the highest return to the seller and to satisfy all interested parties by allowing bidders, who are interested, to have the same opportunity. Bidding is allowed to all registered bidders. Bidders will be required to pre-register online or in person and provide the required information to receive bidder authorization. All bidding is open to the public. Bidding during the auction will require you to raise your bid electronically via the internet for online bidding.

AUCTION PROCEDURES:
Conduct of the online auction and increments of bidding are at the direction and discretion of Hayden Outdoors. Announcements made by Hayden Outdoors representatives, or auctioneer, supersede all previously printed material. The auction is open to registered bidders. In the event of a dispute between bidders, the auctioneer shall make the final decision to accept the final bid, to re-offer, and resell the property, or to remove the property from the auction. If any disputes should arise following the auction, the auctioneer's records shall be conclusive. Property(ies) are sold in AS IS, WHERE IS, with NO contingencies allowed.

AUCTION REGISTRATION:
All parties seeking to bid on the properties offered at auction must register online or in person prior to the auction conclusion. Bidders are encouraged and may register prior to the auction. Same day registration will be allowed, and bidders should allow enough time to register and receive a bidding number prior to the auction conclusion. All bidders will be required to complete a statement ("Bidders Registration") prior to the commencement of bidding that the bidder has inspected the property and sale documents and is financially capable of closing the transaction. All bidding is open to the public and the property is offered to qualified purchasers without regard to sex, race, color, religion, national origin, or disability.

REQUIREMENTS OF THE HIGH BIDDER(S):
Immediately following the conclusion of the auction, the highest bidder(s) shall enter into and sign a Kansas real estate contract for the total contract sale price. Required earnest money deposit to be in the form of wired funds, a personal, business, or corporate check for a minimum of 10% non-refundable earnest money which is due within 3 days upon the signing of the contract and to be deposited with Security 1st Title at 301 N Main St #110, Newton, KS 67114. The purchase contract shall not be contingent upon inspection, and appraisal and shall be a Specific Performance contract. Terms and Conditions of the detailed brochure (available online or upon request) shall be incorporated into and made part of this contract. Should the purchaser default on this purchase agreement for any reason, the Purchaser and Seller agree that this document will serve as the earnest money release.

Auction Terms and Conditions

CLOSING:

Purchaser(s) shall pay in cash, electronic transfer funds, or cashier's check (good funds), the balance of purchase price (purchase price less earnest money deposit), plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before Tuesday, January 06, 2025. Closing is to be conducted by Security 1st Title at 301 N Main St #110, Newton, KS 67114 and the title insurance costs, recording fees, and closing agent fees are to be split equally between Seller and Purchaser. All 2025 real estate taxes will be paid by seller.

POSSESSION:

Possession of real estate is to be transferred to Purchaser upon closing and delivery of deed.

PROPERTY CONDITION:

The prospective Purchaser(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions. Except as expressly set forth in the Contract, Seller will not make, and Purchaser hereby acknowledges that neither Seller nor its representatives have made, any agreement, covenant, representation, or warranty, whether express or implied, with respect to the property, including, without limitation, any implied warranty of habitability, merchantability, or fitness for a particular purpose. Purchaser further hereby acknowledges that Purchaser has made or will make its decision to purchase the property solely in reliance upon Purchaser's own inspection and review of the property.

PURSUANT TO THE CONTRACT, PURCHASER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WILL AGREE TO WAIVE, RELEASE, ACQUIT AND FOREVER DISCHARGE SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF SELLER AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH PURCHASER OR ITS SUCCESSORS OR ASSIGNS HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE CONTRACT, THIS RELEASE WILL SURVIVE THE CLOSING OR THE TERMINATION OF THE CONTRACT.

TITLE:

Sellers to pass title by Special Warranty Deed. The Purchaser is to receive a TBD title commitment within the property information packet (available online or upon request), updated title commitment with the Purchaser name, lender, purchase price, and all supplements and additions thereto after auction, and an owner's title insurance policy in an amount equal to the purchase price after closing. Title insurance is to be used as evidence of marketable title and the cost of the premiums are to be split equally between Seller and Purchaser. Property to be 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. Title commitments are available for review and are incorporated into the property information packet (available online or upon request) and will be incorporated and made part of the real estate purchase contract.

REAL ESTATE TAXES:

All 2025 real estate taxes will be paid by seller.

MINERALS:

All mineral rights (if any) currently owned by the Seller will transfer to the Purchaser at closing. Seller does not guarantee the amount of mineral rights owned.

Auction Terms and Conditions

DAM/WATER RIGHTS:
All appurtenant water rights associated with this property will transfer to the Purchaser at closing. Seller does not guarantee the amount of water rights owned.

NOXIOUS WEEDS:
Seller acknowledges that there may be noxious weeds on the property.

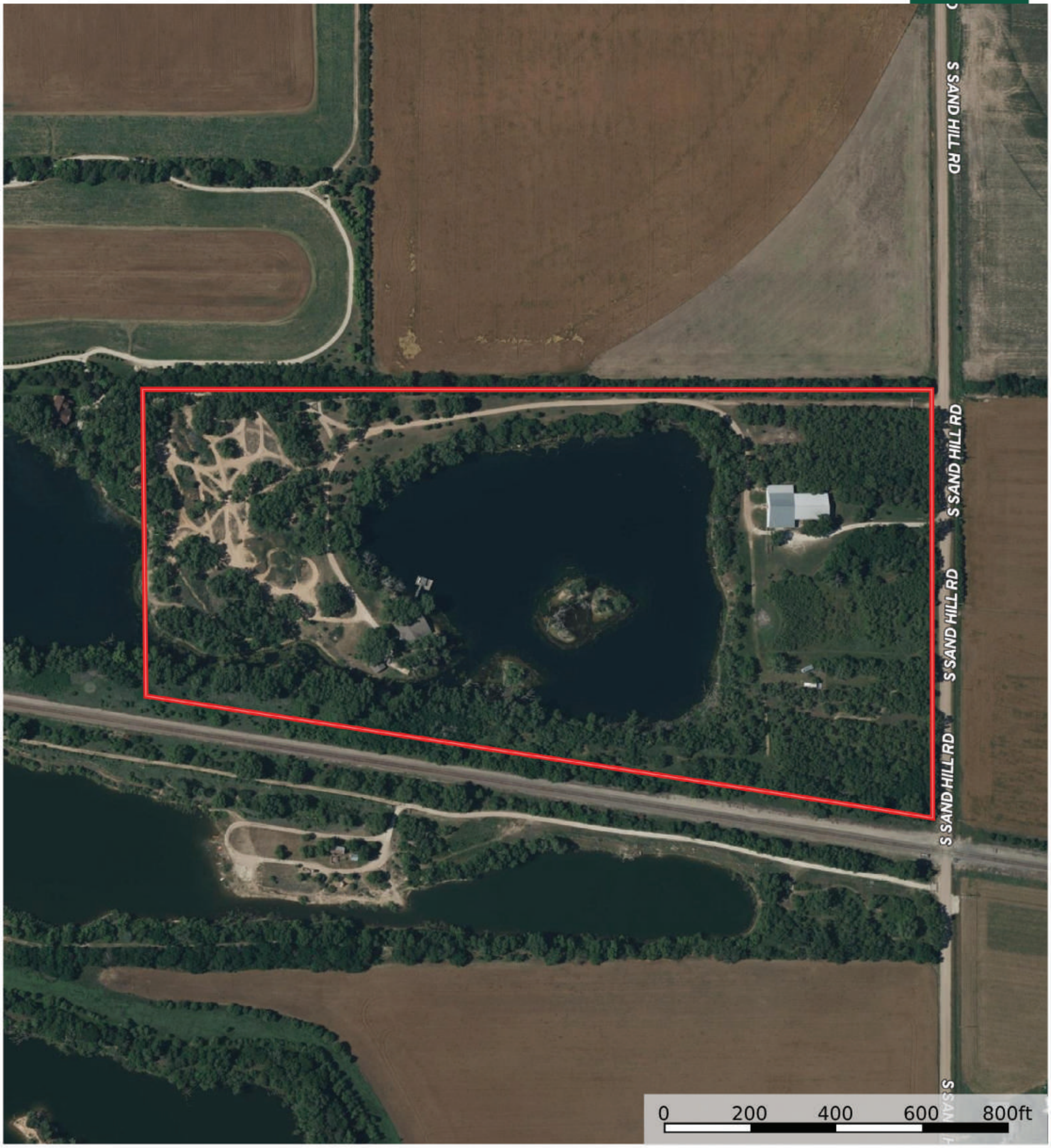
ACREAGES:
All stated acreages are approximate and are obtained from either the county tax records, current legal descriptions, and/or aerial photos, and FSA information. No warranty is expressed or implied as to exact acreages of the property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in the purchase price if the acreage is different than what is stated in this brochure and/or stated at the auction. The detail brochure includes the estimated taxed acres. All price per acre calculations in the initial brochure, detailed brochure, and visual presentation at the auction are based on most recent survey. Any crop, base and harvest numbers are from FSA and NRCS dryland measurements.

ANNOUNCEMENTS:
This is an online auction. The information herein has either been given to us by the owners of the properties or obtained from sources deemed reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Hayden Outdoors and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The prospective Purchaser should verify all information contained herein. All prospective bidders are urged to fully inspect the property, and its condition and to rely on their own conclusions. All property is to be sold AS IS, WHERE IS, without warranty, representation, or recourse to sellers. The purchase contract shall not be contingent upon inspection, appraisal, or financing and shall be a specific performance contract. Hayden Outdoors and all other agents of broker are or will be acting as a transaction broker unless noted otherwise. Announcements made by Hayden Outdoors at the time of the sale will take precedence over any previously printed materials or other oral statements. Hayden Outdoors reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments at the discretion of the broker and/or auctioneer.

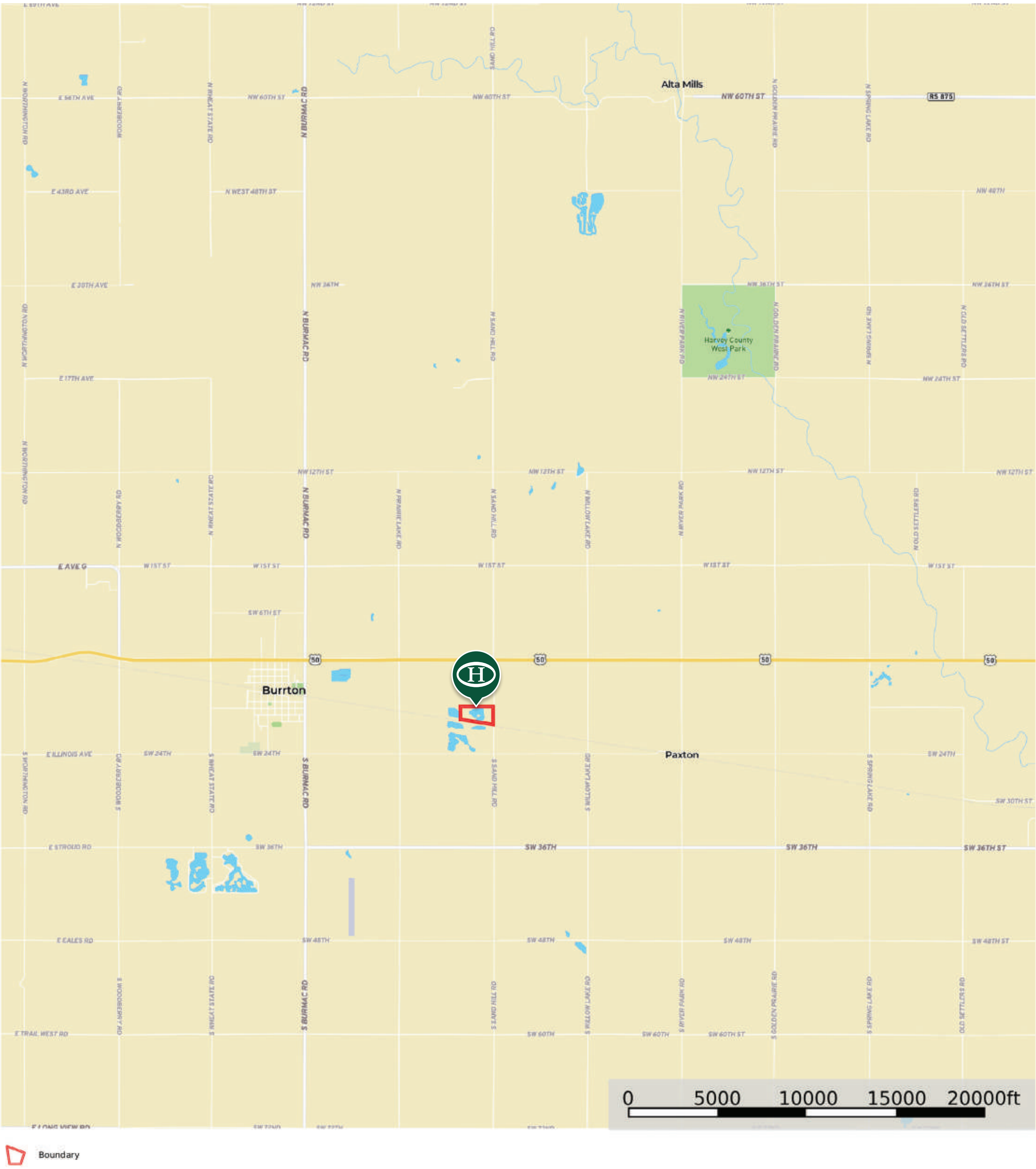
ADDITIONAL DISCLAIMERS:
Neither Seller nor Hayden Outdoors makes any representations or warranties as to the accuracy or completeness of any information contained online at the auction website or made available by the Seller or Hayden Outdoors. Online bidding is provided on an “as is, as available” basis. No warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for any particular purpose, are made with respect to the online bidding platform or any information or software therein. Neither Seller nor Hayden Outdoors will be liable for any damages or injury, including, but not limited to, those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Neither Seller nor Hayden Outdoors will be liable for any damages or injury, including, but not limited to, special or consequential damages that result from the use of, or the inability to use, the website, the materials on the website, or the online bidding platform even if there is negligence of Seller or Hayden Outdoors. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

Maps

Burrton Lake House
Kansas, AC +/-



Boundary


Alta Mills
NW 60TH ST
Harvey County West Park
Burrton
Paxton
SW 36TH
N BURMAC RD
S BURMAC RD
0 5000 10000 15000 20000ft
Boundary

Title Commitment

Security 1st Title

Commitment Cover Page

Order Number: **3161319** Delivery Date: **11/03/2025**

Property Address: **1803 S Sand Hill Rd, Burrton, KS 67020**

For Closing Assistance
Becky Keating
301 N. Main Street
Suite 110
Newton, KS 67114
Office: (316) 283-2750
bkeating@security1st.com

For Title Assistance
Megan Zielke
301 N. Main Street
Suite 110
Newton, KS 67114
Office: (316) 283-2750
mzielke@security1st.com

Buyer/Borrower
a legal entity to be determined
Delivered via: Electronic Mail

Agent for Seller
Hayden Outdoors LLC
Attention: Connor Williams
501 Main St
Windsor, CO 80550
(620) 617-6300 (Cell)
(970) 674-1990 (Work)
Connor@HaydenOutdoors.com
abirney@haydenoutdoors.com
Delivered via: Electronic Mail

Seller/Owner
Burrton Lake House, LLC
2509 N Bayside St
Wichita, KS 67205
Delivered via: Electronic Mail

Security 1st Title

Title Fee Invoice

Date:	**11/03/2025**	Buyer(s):	**A legal entity to be determined**
Order No.:	**3161319**	Seller(s):	**Burrton Lake House, LLC, a Kansas limited liability company**
Issuing Office:	**Becky Keating Security 1st Title 301 N. Main Street Suite 110 Newton, KS 67114**	Property Address:	**1803 S Sand Hill Rd, Burrton, KS 67020**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 ($1,000.00)	$560.00
	Total $560.00
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.

Tax Information:

155-02846

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty 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

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Stewart Title Guaranty 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 EXTRACONTRACTUAL 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, STEWART TITLE GUARANTY COMPANY, a Missouri 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.

Stewart Title Guaranty Company

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Issuing Agent: Security 1st Title, LLC

Security 1st Title

Megan Zielke
(316) 283-2750
mzielke@security1st.com
(316) 283-5680

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Title Commitment

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data for reference only:

Issuing Agent:	**Security 1st Title, LLC**	Buyer:	**A legal entity to be determined**
Issuing Office:	**301 N. Main Street Suite 110 Newton, KS 67114**	Title Contact:	**Megan Zielke (316) 283-2750 mzielke@security1st.com (316) 283-5680**
ALTA Universal ID:	**0001176**		
Loan ID Number:			
Commitment No.:	**KS-C3161319**		
Property Address:	**1803 S Sand Hill Rd, Burrton, KS 67020**		

SCHEDULE A

1. **Commitment Date:**

   10/30/2025 at 7:00 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:**

   Burrton Lake House, LLC, a Kansas limited liability company

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

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

Security 1st Title

By: ______________________

David Armagost, President

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Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

Commitment No.: KS-C3161319

Exhibit A

A portion of the Southeast Quarter (SE/4) of Section Twenty-seven (27), Township Twenty-three (23) South, Range Three (3) West of the 6th P.M., Harvey County, Kansas, described as follows: Commencing at the Northwest corner of said Southeast Quarter; thence South 89°45'47" East (basis of bearings is assumed) along the North line of said Southeast Quarter 784.94 feet for the point of beginning; thence continuing South 89°45'47" East along the North line of said Southeast Quarter 1874.27 feet to the Northeast corner of said Southeast Quarter; thence South 00°00'00" East along the East line of said Southeast Quarter 1013.65 feet to the North right-of- way line of the Burlington Northern Santa Fe (Union Pacific) Railroad; thence North 80°45′53″ West along said railroad right-of-way 1894.27 feet; thence North 00°21'44" West parallel with the West line of said Southeast Quarter 717.40 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. **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.

6. **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: 2025
Full Amount: $23,258.56, Not Paid
Tax Parcel Number: 155-02846

7. **File a release of Mortgage dated September 01, 2022, recorded September 06, 2022, as Book M759, Page 514, made by Michael Le and Jennie Dao, to Simmons Bank, in the amount of $960,000.00.**

8. **Burrton Lake House, LLC is a limited liability company. Furnish for examination, an authentic copy of the following documents:**

1. Articles of Organization, and any amendments thereto
2. Operating Agreement, and any amendments thereto

Any instrument to be executed, must:
1. Be executed in the limited liability company's name, and
2. Be signed by all members, if management has been retained by the members.
3. In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.

We reserve the right to make any additional requirements we deem necessary.

9. File a Warranty Deed from Burrton Lake House, LLC, a Kansas limited liability company to A legal entity to be determined.

10. Provide this company with a properly completed and executed Owner's Affidavit.

11. Recording Information for Kansas Counties:

Deed: $21.00 (first page) + $17.00 (each additional page)
Mortgage: $21.00 (first page) + $17.00 (each additional page)
Mortgage Release: $20.00 (first page) + $4.00 (each additional page)
Mortgage Assignment: $20.00 (first page) + $4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee per document, which is in addition to the County recording fees.

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. **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.
9. **Roadway easement, if any, over the East 30 feet of subject property.**
10. **Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.**
11. **An easement for utility, recorded as Book 56, Page 288, Misc. Records.
    In favor of: Kansas Gas & Electric Co.**
12. **An easement for utility, recorded as Book 56, Page 290, Misc. Records.
    In favor of: Kansas Gas & Electric Co.**
13. **An easement for utility, recorded as Book 109, Page 540, Misc. Records.
    In favor of: Kansas Gas & Electric Co.**
14. **An easement for pipeline, recorded as Book 156, Page 221, Misc. Records.
    In favor of: Derby Oil Company**
15. **An easement for utility, recorded as Book 158, Page 214, Misc. Records.
    In favor of: Kansas Gas & Electric Co.**

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16. An easement for utility, recorded as Book 163, Page 51, Misc. Records.
    In favor of: Kansas Gas & Electric Co.
17. An easement for pipeline, recorded as Book 182, Page 359, Misc. Records.
    In favor of: Derby Oil Company
18. An easement for ingress and egress, recorded as Book 317, Page 768, Misc. Records.
    In favor of: adjacent property owners
19. An easement for ingress, egress and utility, recorded as Book 210, Page 36, Deeds Records.
    In favor of: adjacent property owner
20. The property is subject to the terms and conditions of the Intensive Groundwater Use Control Area as set forth in Book 302, Page 614, Misc. Records and amended in Book 304, Page 806, Misc. Records. The property may be subject to special assessments thereby.

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stewart

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

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

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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

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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STG Privacy Notice

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STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.

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f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
k. Auditing for compliance with federal and state laws, rules and regulations.
l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties
Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
c. Stewart's affiliated and subsidiary companies.
d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
e. Parties involved in litigation and attorneys, as required by law.
f. Financial rating organizations, rating bureaus and trade associations.
g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information
You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to

Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone:	Toll Free at 1-866-571-9270
Email:	Privacyrequest@stewart.com
Postal Address:	Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

For issuing guidelines on this form, see Guidelines

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Security 1st Title

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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Real Estate

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