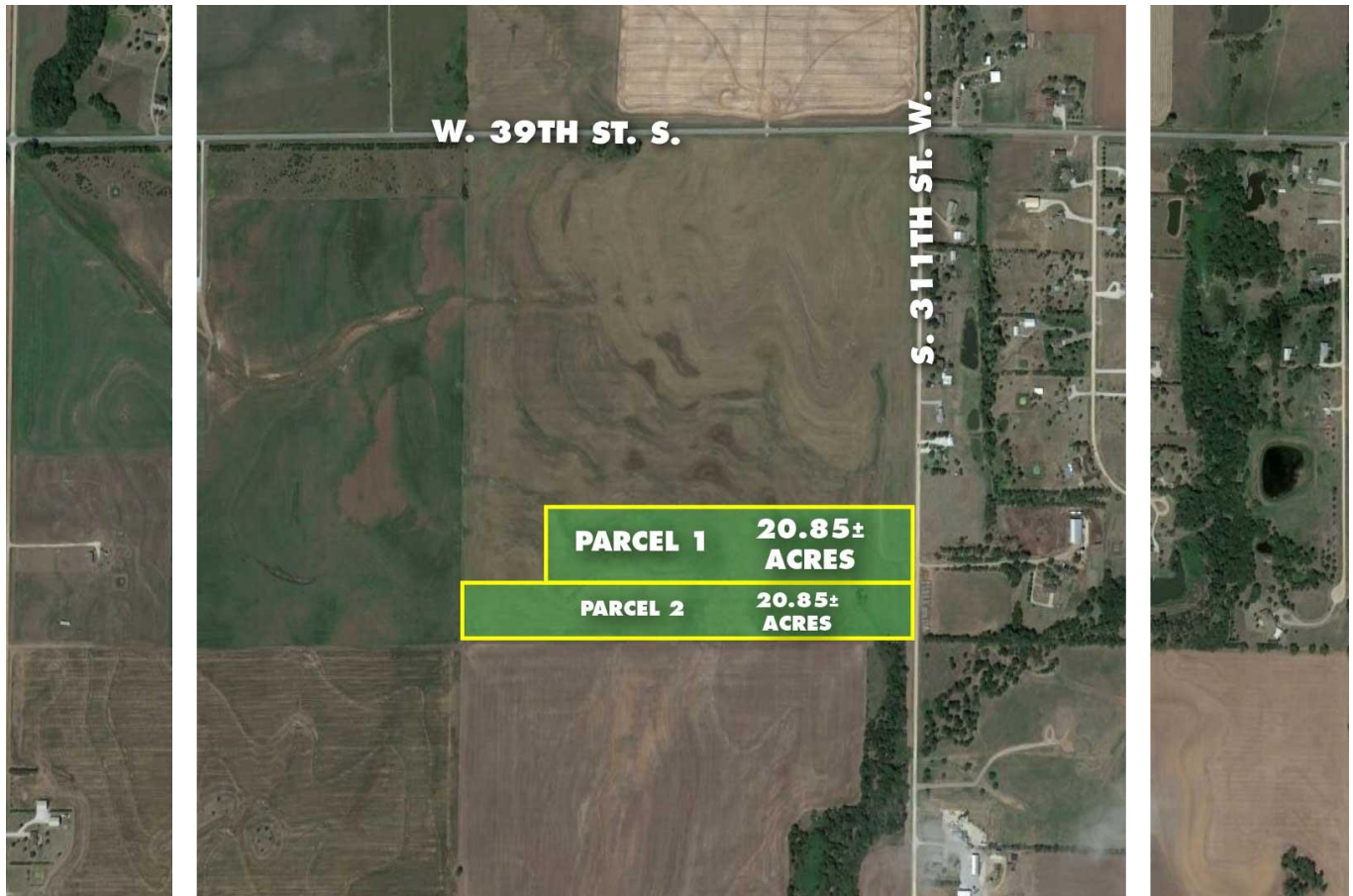


PROPERTY INFORMATION PACKET | THE DETAILS



40+/- Acres @ S. 311th St. W. 39th St. S. | Cheney, KS 67025

AUCTION: Tuesday, November 30, 2021 @ 12:00PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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GROUNDWATER ADDENDUM
SECURITY 1 ST TITLE WIRE FRAUD ALERT
SURVEY
ZONING MAP
FLOOD ZONE MAP
AERIAL
SOIL MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

MLS PIP



MLS # 604478
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 601
Address 20.85 +/- Acres S 311th St. W.
Address 2 Parcel 1
City Cheney
State KS
Zip 67025
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
		Display Address	Yes
Co-List Agent - Agent Name and Phone		VOW: Allow 3rd Party Comm	Yes
Co-List Office - Office Name and Phone		Variable Comm	Non-Variable
Showing Phone	800-301-2055	Virtual Tour Y/N	
Zoning Usage	Rural		
Parcel ID	08717-6-13-0-11-00-001.00		
Number of Acres	20.85		
Price Per Acre	0.00		
Lot Size/SqFt	20.85		
School District	Renwick School District (USD 267)		
Elementary School	Garden Plain		
Middle School	Garden Plain		
High School	Garden Plain		
Subdivision	NONE		
Legal	NE 1/4 SEC 13-28-4W		

DIRECTIONS

Directions (Garden Plain) South on S 295th St W/N Section Line Rd, West on West 39th St S, South on S 311th St W to parcel.

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level Rolling	OUTBUILDINGS None	SALE OPTIONS None	AGENT TYPE Sellers Agent
PRESENT USAGE None/Vacant	MISCELLANEOUS FEATURES Other/See Remarks	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Corporate
ROAD FRONTAGE Dirt	DOCUMENTS ON FILE Aerial Photos Documents Online Ground Water Addendum Photographs Survey	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Other/See Remarks		SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	0
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON November 30th, 2021 @12:00pm. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. LIVE AUCTION WITH ONLINE SIMULCAST BIDDING! An amazing opportunity to purchase two 20.85 +/- Acre parcels offered High Bidder's Choice, located in the path of progress along S. 311th St. W. Being only minutes to Goddard and Wichita, enjoy county living with easy accessibility to all the amenities. These parcels are ideal for anyone searching to create their dream property or invest in quality ground. Build your dream property on incredible acreage, giving room to spread out and potentially collect income from tenant farming on the remaining portion. Owning a parcel of land such as this will offer endless possibilities and amazing opportunities. The auction will be held at K-State Research and Extension Building, 7001 W 21st St, Wichita, KS 67205, starting at 12:00pm. 20.85 +/- Acres Minutes from Goddard 4 Miles to Garden Plain Perfect potential home site Zoned Rural Residential More information and pictures coming soon! Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time. | Crops planted at the time of sale will remain with the farmer. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$10,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date
Auction Location	7001 W 21st St, Wichita	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	11/30/2021	2 - Open for Preview
Auction Start Time	12:00pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	November 29, 2021, 5:00pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

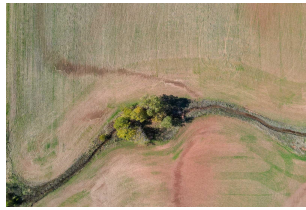
Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





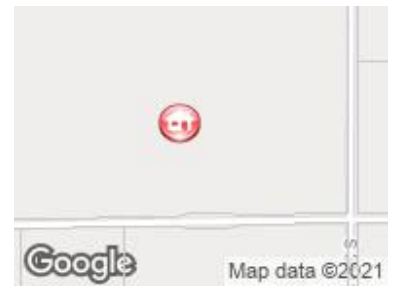
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MLS PIP



MLS # 604479
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 601
Address 20.85 +/- Acres On S. 311th W.
Address 2 Parcel 2
City Cheney
State KS
Zip 67025
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
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Subdivision	NONE		
Legal	NE 1/4 SEC 13-28-4W		

DIRECTIONS

Directions (Garden Plain) South on S 295th St W/N Section Line Rd, West on West 39th St S, South on S 311th St W to parcel.

FEATURES

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TOPOGRAPHIC Level Rolling	OUTBUILDINGS None	SALE OPTIONS None	AGENT TYPE Sellers Agent
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Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

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TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

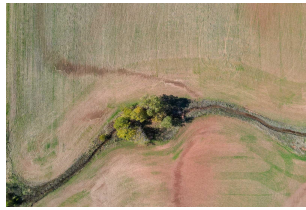
Personal Property

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Net Sold Price	Selling Office - Office Name and Phone
Pending Date	Co-Selling Office - Office Name and Phone
Closing Date	Appraiser Name
Short Sale Y/N	Non-Mbr Appr Name
Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





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SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 40 +/- Acres at W. 39th St S & S. 311th St W (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

none

SELLER:

Janell Gorges 11-2-21
Signature Date
Janell Gorges-Edelman
Print
Operating Manager, Realiving LLC
Title Company

Trent Edelman 11/2/21
Signature Date
Trent Edelman
Print
Managing Member Realiving LLC
Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Print

Title

Company

Signature Date

Print

Title

Company



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 40 +/- Acres at W. 39th St S & S. 311th St W - Morton, KS 67025

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO X

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____


Owner

Owner

11-1-21
Date

11/2/21
Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

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

6 40 +/- Acres at W. 39th St S & S. 311th St W - Morton, KS 67025

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

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

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

10 QGE X Seller has no knowledge of groundwater contamination or other environmental concerns;
11 DE or

12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

16 QGE X Seller has no reports or records pertaining to groundwater contamination or other
17 DE environmental concerns; or

18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

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

24 CERTIFICATION

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

28 [Signature] 11-1-21
29 Seller Date

Buyer Date

30 [Signature] 11/2/21
31 Seller Date

Buyer Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2016.



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

**NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER
TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.**

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

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>

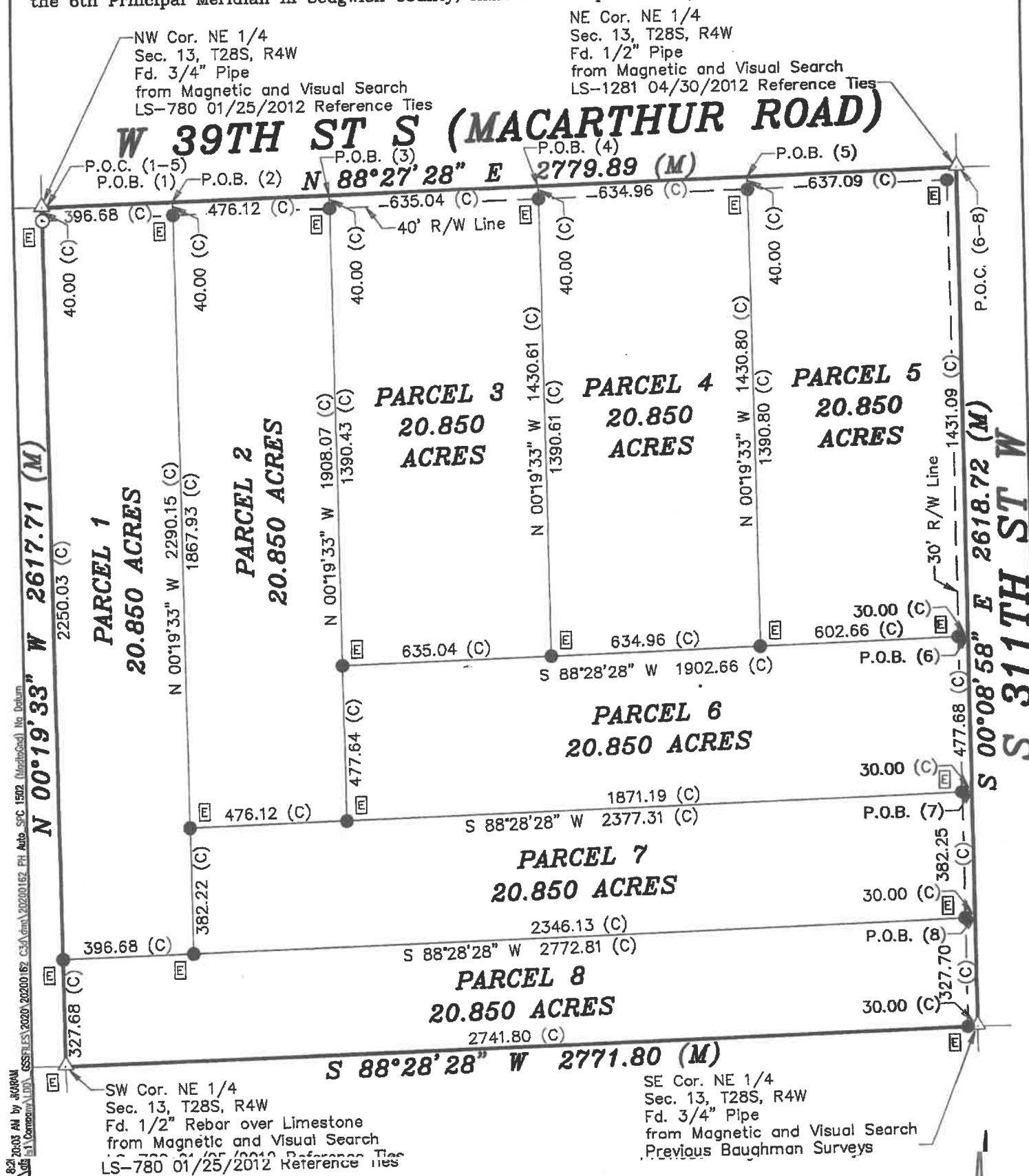


511 North Poplar Street
Newton, KS 67114
Office: (316) 283-5053
Fax: (316) 283-5073

**115 East Marlin, Suite 102
McPherson, KS. 67460
Office: (620) 241-4441
Fax: (620) 241-4458**

Project No. G2020-162
SHEET 4 OF 4

DESCRIPTION:
A survey of a portion of the Northeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th Principal Meridian in Sedgwick County, Kansas more particularly described on Sheets 1 - 3.



△ - Sectional Monument Found
 ○ - Fd. 5/8" Rebar w/Armstrong Cap (Unless Otherwise Noted)
 ● - 5/8" x 24" Iron Rebar Set w/G.S.S. Cap
 (C) - Calculated
 (M) - Measured
 P.O.B. - Point of Beginning
 P.O.C. - Point of Commencement
 [E] - EverMark Sign Posted

Scale:
BASIS OF

Scale: 1"=400'
BASIS OF BEARING =
NAD 83 KANSAS SOUTH ZONE

NORTH

Copyright © 2020 Garber Surveying Service, P.A.

Main Office
2908 North Plum Street
Hutchinson, KS 67502
Office: (620) 665-7032
Fax: (620) 663-7401



Garber Surveying Service, P.A.

Branch Offices
511 North Poplar Street
Newton, KS 67114
Office: (316) 283 - 5053
Fax: (316) 283 - 5073

115 East Marlin, Suite 102
McPherson, KS. 67460
Office: (620) 241-4441
Fax: (620) 241-4458

SURVEY FOR: JANELLE EDELMAN

Project No. G2020-162
SHEET 1 OF 4

DESCRIPTION:

PARCEL 1

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing North 88°27'28" East (basis of bearings is NAD 83 Kansas South Zone) along the North line of said Northeast Quarter 396.68 feet; thence South 00°19'33" East parallel with the West line of said Northeast Quarter 2,290.15 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 396.68 feet to the West line of said Northeast Quarter (said point is 327.68 feet North of the Southwest corner of said Northeast Quarter); thence North 00°19'33" West along the West line of said Northeast Quarter 2,290.03 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the North 40.00 feet thereof and any other easements or restrictions of record.

PARCEL 2

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing North 88°27'28" East (basis of bearings is NAD 83 Kansas South Zone) along the North line of said Northeast Quarter 396.68 feet for the point of beginning; thence continuing North 88°27'28" East along the North line of said Northeast Quarter 476.12 feet; thence South 00°19'33" East parallel with the West line of said Northeast Quarter 1,908.07 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 476.12 feet; thence North 00°19'33" West parallel with the West line of said Northeast Quarter 1,907.93 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the North 40.00 feet thereof and any other easements or restrictions of record.

PARCEL 3

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing North 88°27'28" East (basis of bearings is NAD 83 Kansas South Zone) along the North line of said Northeast Quarter 872.80 feet for the point of beginning; thence continuing North 88°27'28" East along the North line of said Northeast Quarter 635.04 feet; thence South 00°19'33" East parallel with the West line of said Northeast Quarter 1,430.61 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 635.04 feet; thence North 00°19'33" West parallel with the West line of said Northeast Quarter 1,430.43 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the North 40.00 feet thereof and any other easements or restrictions of record.

Main Office
2908 North Plum Street
Hutchinson, KS 67502
Office: (620) 665-7032
Fax: (620) 663-7401



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115 East Martin, Suite 102
McPherson, KS 67460
Office: (620) 241-4441
Fax: (620) 241-4458

SURVEY FOR: JANELLE EDELMAN

Project No. G2020-162
SHEET 2 OF 4

DESCRIPTION: (CONTINUED)

PARCEL 4

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing North 88°27'28" East (basis of bearings is NAD 83 Kansas South Zone) along the North line of said Northeast Quarter 1,507.84 feet for the point of beginning; thence continuing North 88°27'28" East along the North line of said Northeast Quarter 634.96 feet; thence South 00°19'33" East parallel with the West line of said Northeast Quarter 1,430.80 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 634.96 feet; thence North 00°19'33" West parallel with the West line of said Northeast Quarter 1,430.61 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the North 40.00 feet thereof and any other easements or restrictions of record.

PARCEL 5

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing North 88°27'28" East (basis of bearings is NAD 83 Kansas South Zone) along the North line of said Northeast Quarter 2,142.80 feet for the point of beginning; thence continuing North 88°27'28" East along the North line of said Northeast Quarter 637.09 feet to the Northeast Corner of said Northeast Quarter; thence South 00°08'58" East along the East line of said Northeast Quarter 1,431.09 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 632.66 feet; thence North 00°19'33" West parallel with the West line of said Northeast Quarter 1,430.80 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the North 40.00 feet and East 30.00 feet thereof and any other easements or restrictions of record.

PARCEL 6

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing South 00°08'58" East (basis of bearings is NAD 83 Kansas South Zone) along the East line of said Northeast Quarter 1,431.09 feet for the point of beginning; thence continuing South 00°08'58" East along the East line of said Northeast Quarter 477.68 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 1,901.19 feet; thence North 00°19'33" West parallel with the West line of said Northeast Quarter 477.64 feet to a point 1,430.43 feet South of the North line of said Northeast Quarter; thence North 88°28'28" East parallel with the South line of said Northeast Quarter 1,902.66 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the East 30.00 feet thereof and any other easements or restrictions of record.

PARCEL 7

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing South 00°08'58" East (basis of bearings is NAD 83 Kansas South Zone) along the East line of said Northeast Quarter 1,908.77 feet for the point of beginning; thence continuing South 00°08'58" East along the East line of said Northeast Quarter 382.25 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 2,376.13 feet; thence North 00°19'33" West parallel with the West line of said Northeast Quarter 382.22 feet to a point 1,907.93 feet South of the North line of said Northeast Quarter; thence North 88°28'28" East parallel with the South line of said Northeast Quarter 2,377.31 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the East 30.00 feet thereof and any other easements or restrictions of record.

2020 Garber Surveying Service, P.A. Surveyed 5/26/2020 12:00:00 AM by JHEM
Time Thursday, May 28, 2020 8:28:30 AM File Path \\GARBER\\Survey\\G2020\\G2020-162\\G2020-162.dwg Plot Date 5/28/2020 8:28:30 AM

Main Office
2908 North Plum Street
Hutchinson, KS 67502
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Garber Surveying Service, P.A.

Branch Offices
511 North Poplar Street
Newton, KS 67114
Office: (316) 283-5053
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115 East Martin, Suite 102
McPherson, KS 67460
Office: (620) 241-4441
Fax: (620) 241-4458

SURVEY FOR: JANELLE EDELMAN

Project No. G2020-162
SHEET 3 OF 4

DESCRIPTION: (CONTINUED)
PARCEL 8

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing South 00°08'58" East (basis of bearings is NAD 83 Kansas South Zone) along the East line of said Northeast Quarter 2,291.02 feet for the point of beginning; thence continuing South 00°08'58" East along the East line of said Northeast Quarter 327.70 feet to the Southeast corner of said Northeast Quarter; thence South 88°28'28" West along the South line of said Northeast Quarter 2,771.80 feet to the Southwest corner of said Northeast Quarter; thence North 00°19'33" West along the West line of said Northeast Quarter 327.68 feet; thence North 88°28'28" East parallel with the South line of said Northeast Quarter 2,772.81 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the East 30.00 feet thereof and any other easements or restrictions of record.

REVIEW SURVEYOR'S CERTIFICATE

I hereby certify that this survey has been reviewed for filing, pursuant to K.S.A. 58-2005 and K.S.A. 58-2011 for content only and is in compliance with those provisions. No other warranties are extended or implied.

_____, Land Surveyor
Tricia L. Robello, PS# 1246

DATE OF FIELD WORK: April 24, 2020

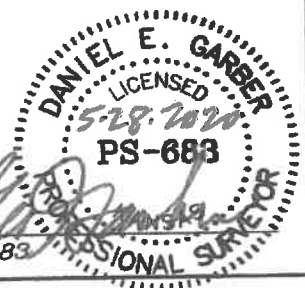
SURVEYOR'S CERTIFICATE:

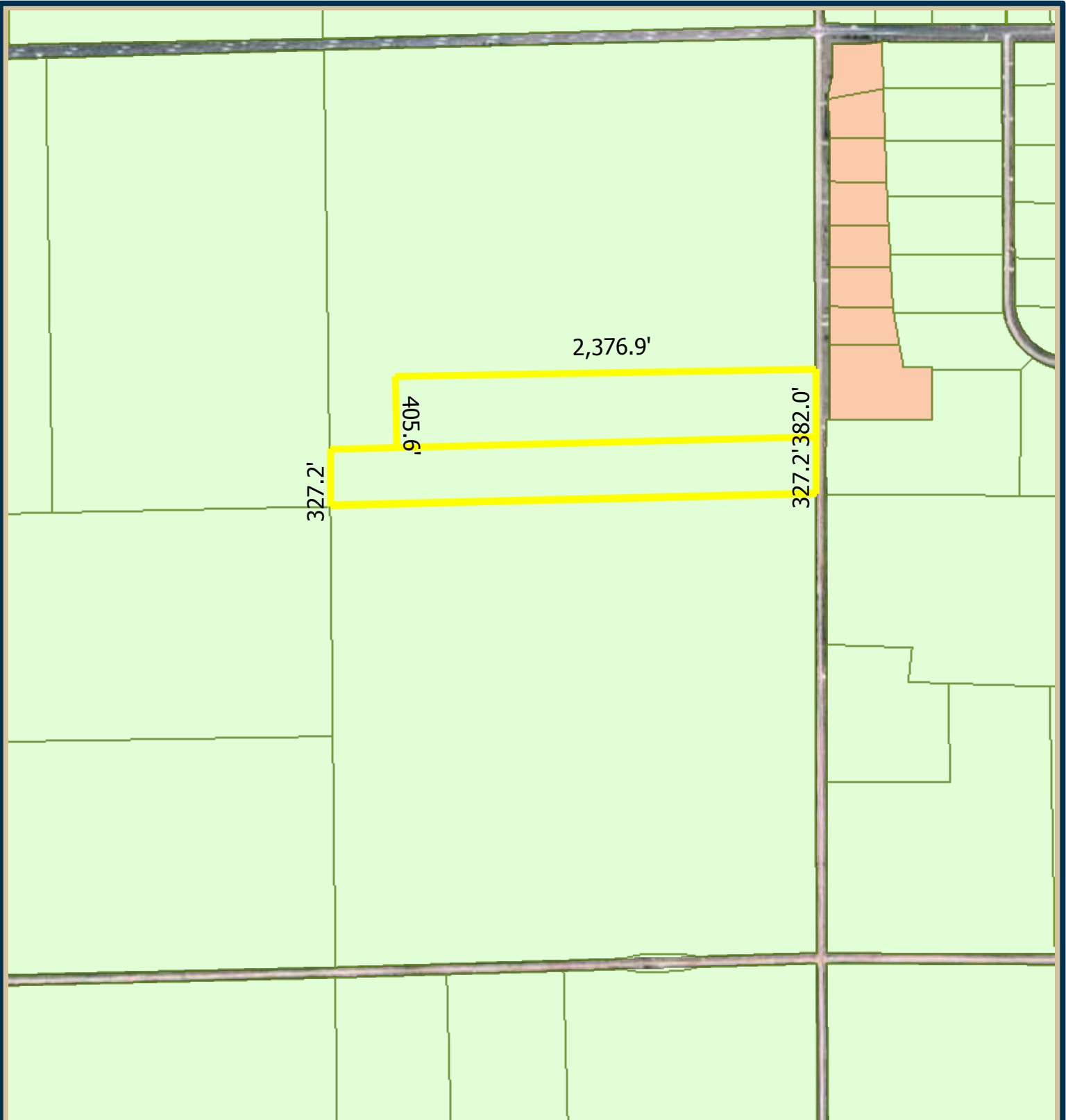
I hereby certify this plat to be a true, correct and complete representation of the property described above as surveyed under my supervision.

Dated: May 28, 2020

Copyright © 2020 Garber Surveying Service, P.A.

Daniel E. Garber PS# 683





Geographic Information Services

Sedgwick County...
working for you

Zoning: Rural Residential

40 +/- Acres at W. 39th St S & S. 311th St W- Cheney, KS

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

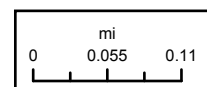
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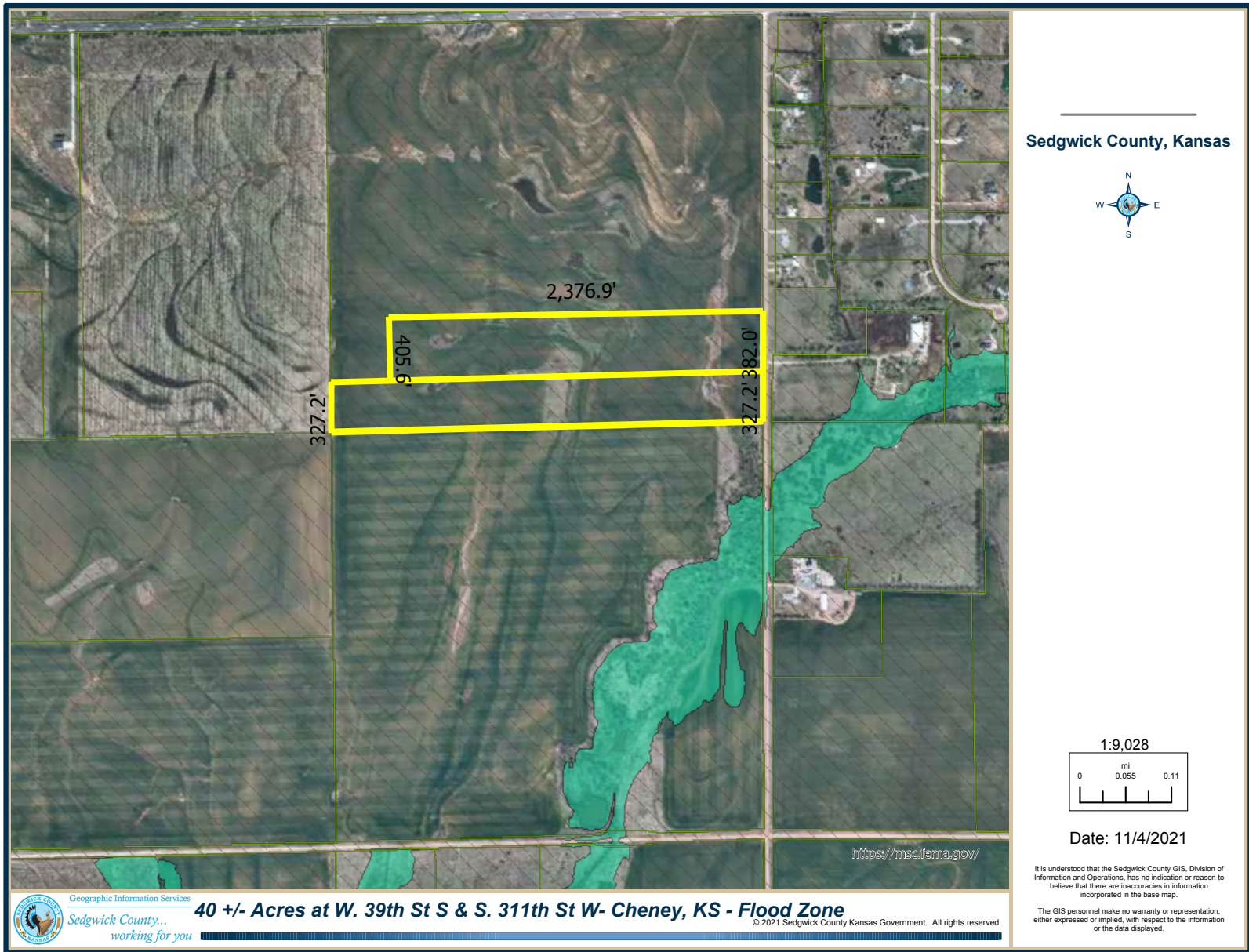
Date: 11/4/2021

Sedgwick County, Kansas



1:9,028





Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood Hazard

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDERATION

X

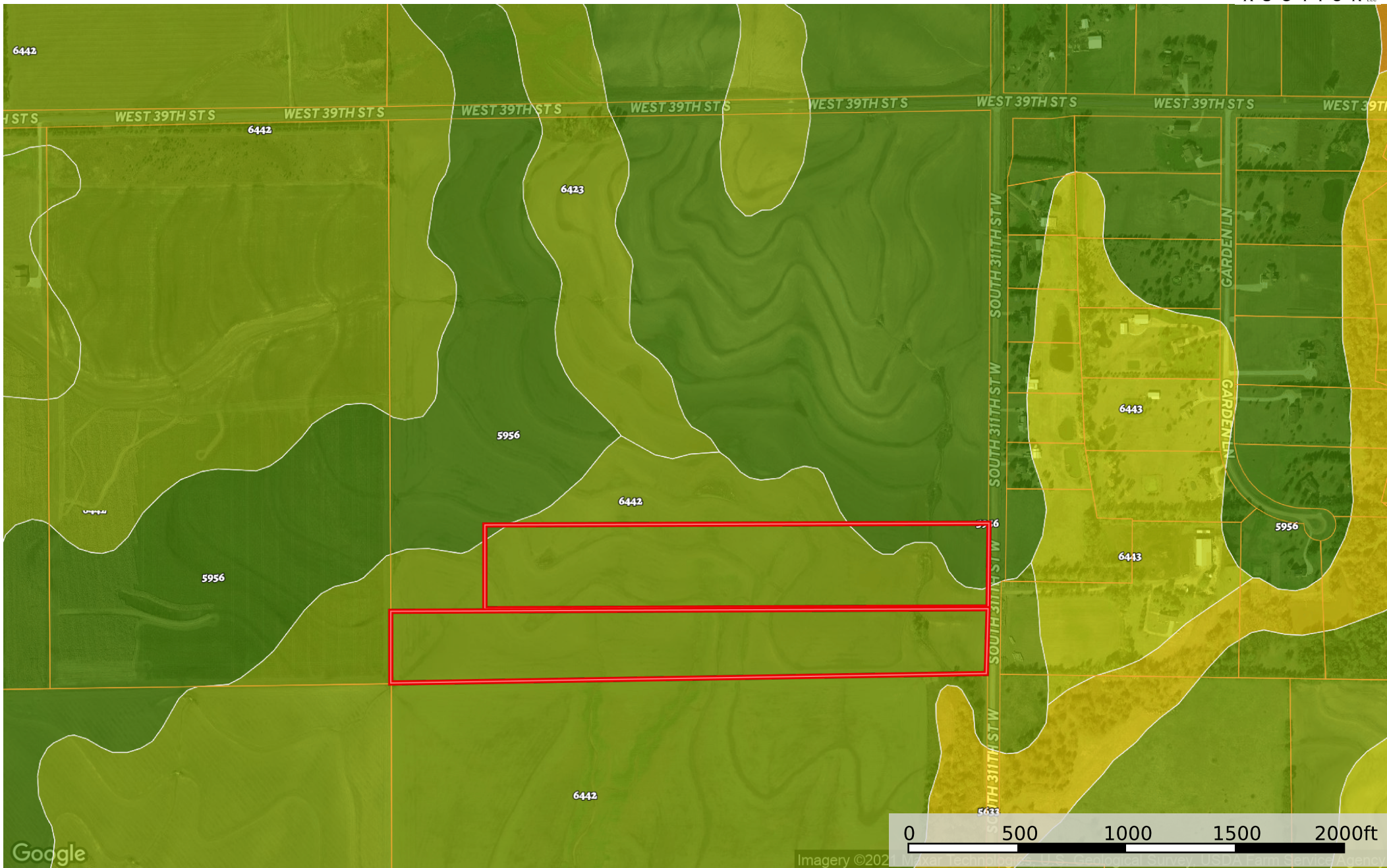


X,

Area Not Included







40 +/- Acres at W. 39th St S & S 311th St @- Cheney, KS - Soil Map





TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Auction, LLC ("McCurdy") at Bidder's request.
4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the "Seller") or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
6. Once submitted, a bid cannot be retracted.
7. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
8. The Real Estate is not offered contingent upon financing.

9. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
10. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
11. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
12. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
13. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
14. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
15. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
16. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
17. McCurdy has the right to establish all bidding increments.



18. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
19. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
20. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
21. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
22. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdyauction.com.
24. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
26. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 9 of these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.



28. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
29. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

