

PROPERTY INFORMATION PACKET | THE DETAILS



**157.29+/- Acres NE 80th Ave.
Pretty Prairie, Kingman CO, KS 67570**

AUCTION: BIDDING OPENS: Tues, March 22nd @ 2:00 PM
BIDDING CLOSING: Thurs, April 7th @ 2:15 PM

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



McCurdy
REAL ESTATE & AUCTION



Table of Contents

PROPERTY DETAIL PAGE
INVESTMENT PROPERTY DETAILS
WATER WELL ORDINANCE
POSSESSION AGREEMENT PURSUANT TO LEASE
LEASE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
FSA RECORDS
FLOOD ZONE AND WATER FEATURE MAP
SOIL MAP
AERIAL 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 Real Estate & 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.

ALL FIELDS CUSTOMIZABLE



MLS # 608630
Class Land
Property Type Undeveloped Acreage
County Kingman
Area KNG - Kingman County
Address 157.29 NE 80TH AVE
Address 2
City Pretty Prairie
State KS
Zip 67570
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Date	3/10/2022
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	04802-2-10-0-00-00-004.00-0	Sub-Agent Comm	0
Number of Acres	157.29	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	157.29 ac	Variable Comm	Non-Variable
School District	Pretty Prairie School District (USD 311)	Virtual Tour Y/N	
Elementary School	Pretty Prairie	Days On Market	5
Middle School	Pretty Prairie	Cumulative DOM	5
High School	Pretty Prairie	Cumulative DOMLS	
Subdivision	NONE	Input Date	3/15/2022 12:11 PM
Legal	S10, T27, R06W, ACRES 157.29, SW4 LESS R/W	Update Date	3/15/2022
		Status Date	3/15/2022
		HotSheet Date	3/15/2022
		Price Date	3/15/2022

DIRECTIONS

Directions (Kingman) US 400 & NE 100 Ave - North on NE 100th Ave, West on 40th St to NE 80th Ave. Property on the Northeast corner of the intersection of 40th and 80th.

FEATURES

SHAPE / LOCATION	IMPROVEMENTS	SALE OPTIONS	AGENT TYPE
Rectangular	None	Will Not Divide	Sellers Agent
TOPOGRAPHIC	OUTBUILDINGS	Other/See Remarks	OWNERSHIP
Level	None	PROPOSED FINANCING	Trust
PRESENT USAGE	MISCELLANEOUS FEATURES	Other/See Remarks	TYPE OF LISTING
Tillable	No Crops Included	POSSESSION	Excl Right w/o Reserve
ROAD FRONTAGE	DOCUMENTS ON FILE	At Closing	BUILDER OPTIONS
Dirt	Aerial Photos	SHOWING INSTRUCTIONS	Open Builder
County	Documents Online	Call Showing #	
UTILITIES AVAILABLE	FLOOD INSURANCE	LOCKBOX	
Electricity	Unknown	None	

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,280.02
General Tax Year	2021
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Wednesday, March 23rd, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, April 7th, 2022 at 2:15 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! Great opportunity to own ideal Kansas acreage West of Cheney and Northeast of Kingman, in Kingman County! 157.29 +/- Acres Zoned A-1 Agricultural Tillable Level Farm cash rent \$45 per acre County road on two sides Section of wooded area 11 miles to Cheney Reservoir and 10 miles to Kingman Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, March 22nd, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, April 7th, 2022 at 2:15 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. Crops planted at the time of sale do not transfer with the real estate. | Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per acre price. By way of example, if a 160 acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total sales price of \$800,000. For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres. *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. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. 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 \$20,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	3/22/2022	2 - Open for Preview
Auction Start Time	2:00PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	04/06/22 5:30pm	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 %/\$	20,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

PERSONAL PROPERTY

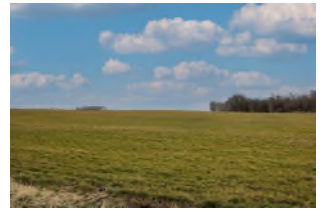
Personal Property

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





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2022 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



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REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 157.29 +/- Acres At NE 40 St & NE 80 Ave - Kingman, KS 67570
Pretty Prairie, KS 67068

DOES THE PROPERTY HAVE A WELL? YES _____ NO *RF* X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Robert J. Miller
Owner

2/5/2002
Date

Owner

Date

POSSESSION AGREEMENT PURSUANT TO LEASE

This Agreement (the "Agreement") is in reference to the Farm Lease (the "Farm Lease") dated December 1, 2021, by and between Lee Miller, Trustee of the Alvin Miller Trust (the "Landlord") and M-3 Farms, a general partnership consisting of 1

(the "Pasture Lease") dated January 1, 2022, by and between Lee Miller, Trustee of the Alvin Miller Trust (the "Landlord") a Kansas Limited Liability Company, (the Tenant") consisting of 1

Tenant will maintain possession of the real estate described in the Farm Lease until the current wheat crop has been harvested. Upon harvesting the wheat crop, Tenant will surrender possession of the real estate to the current owner. Tenant will maintain possession of the real estate described in the Pasture Lease until November 1, 2022, and on such date will surrender possession of the real estate to the current owner.

The remaining terms of the Farm Lease and Pasture Lease which do not conflict with this Agreement shall remain in full force and effect.

LANDLORD:

Lee Miller
Lee Miller, Trustee of the Alvin Miller Trust

3/22/2022
Date

TENANT:

3/22/22
Date

✓ 3/22/2022
Date

3/22/22
Date

FARM LEASE

THIS FARM LEASE is made and entered into this 1st day of December, 2021, by and between the _____ hereinafter called "Landlord" and _____, a general partnership consisting of _____ hereinafter called "Tenant".

WITNESSETH:

WHEREAS, the Landlord is the owner of certain agricultural real property located in Kingman County, Kansas;

WHEREAS, Landlord is desirous of leasing to Tenant and Tenant is desirous of leasing from Landlord the hereinafter described real property on the following terms and conditions.

NOW THEREFORE, it is mutually agreed by and between the Landlord and Tenant as follows:

1. **LEGAL DESCRIPTION.** Landlord hereby agrees to lease to Tenant and the Tenant agrees to lease from Landlord the following described real property, to wit:

Tillable farm ground in the Southwest Quarter (SW/4) of Section Ten (10); the Northwest Quarter (NW/4) and the South Half (S/2) of Section Seventeen (17); and the Northeast Quarter (NE/4) of Section Twenty (20) ALL in Township Twenty-seven (27), Range Six (6) West of the 6th P.M., Kingman County, Kansas; said farm ground consisting of 365 tillable acres.

Tenant is not leasing the pasture land located on the above described real estate at this time; however, Tenant will have the First Right of Refusal to lease the pasture land on the above described real estate should it become available during the term of this lease or any extension thereof.

2. **TERM.** This lease shall commence on July 1, 2021 and shall continue on yearly increments every July 1st, unless or until notice to terminate this lease is given as provided for in this lease.
3. **TERMINATION/CANCELTION.** If either party desires to terminate this lease, that party shall give the other party 30 days advance, written notice prior to March 1st of the current year. The parties understand that if the Tenant has prepared the soil and customary practices to plant a crop, or has a growing crop at the time of notice that the Tenant shall have the right to harvest said crop. In the event the Tenant has applied lime to the property, it is anticipated that it will take four (4) years for the Tenant to receive the benefit from the cost of applying the lime. If the Tenant has applied lime to the crop ground and this lease is

terminated sooner than four (4) years after application, Landlord agrees to reimburse Tenant for a pro-rated share of the cost of lime, (i.e., if the Tenant applies lime in 2022 and this lease is terminated in 2023, the Landlord would reimburse Tenant for 75% of the cost of lime.)

4. **RENEGOTIATION OF TERMS.** This lease is a year to year lease and any renegotiation of the terms of this lease should be performed prior to July 1st of each year.
5. **POSSESSION.** The Tenant is the current tenant and is already in possession. Upon expiration of the lease, Tenant agrees to peacefully surrender possession of the premises to Landlord.
6. **RENTAL.** The Tenant will have possession of approximately 365 acres. This shall be a cash rent agreement with the Tenant paying \$45.00 acres each year beginning July 1, 2021 and on the 1st of July each year following until this lease is terminated.
7. **GOVERNMENT PAYMENTS.** The parties agree if during the term of this lease, there are any government payments available through the agricultural stabilization conservation service or any other summer program, it will be the Tenant's decision as to whether to participate. Provided, however, Tenant agrees to file all appropriate documentation with the Farm Service Agency or a successor necessary to maintain the crop acreage allotment, at or above its current level. By this lease agreement, Landlord authorizes Tenant to execute whatever documents may be necessary with the USDA or FSA office until this lease is terminated. The Tenant shall be entitled to any and all government payments related to the leased property.
8. **AGRICULTURAL PRACTICES.** Tenant covenants and agrees to cultivate in good, careful and workmanlike manner all the tillable acreage on the said premises, taking adequate steps to prevent land from wind and water erosion and noxious weeds.
9. **OIL AND GAS LEASES.** Landlord specifically reserves the right to lease the property or any part thereof for oil, gas or other mineral exploration purposes during the term of this lease. Such oil, gas or mineral exploration shall be done in a manner as to not unreasonably interfere with the farming operation of the property.
10. **INSURANCE/INDEMNIFICATION.** Tenant will carry liability insurance covering Tenant's activities on the property and shall indemnify and hold harmless the Landlord from any and all claims or actions resulting from Tenant's use of the Property.
11. **WASTE.** Tenant shall not use the property for disposal of waste or allow

destruction of the property beyond normal agricultural/farming practices.

12. **BINDING EFFECT.** The provisions of this agreement shall be binding upon the parties, their heirs, executors, administrators and assigns.
13. **TAXES.** Landlord shall pay all real estate taxes on the property during the term of this lease when said taxes are due.

THIS AGREEMENT may be executed by the parties in counterparts including all fax copies, all of which together shall constitute one and the same instrument.

2/1, 2022

eral partnership by:

Partner



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>

KANSAS
KINGMAN

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6832

Prepared : 3/28/22 9:25 AM

Crop Year : 2022

Operator Name : M-3 FARMS
20-077-232, 20-077-234, 20-095-311, 20-095-315, 20-095-484, 20-095-512, 20-095-566, 20-095-580, 20-095-597, 20-095-1088, 20-095-4647, 20-095-6170, 20-077-6209, 20-095-6358, 20-095-6832, 20-095-7135, 20-095-7932, 20-095-8021, 20-095-8022, 20-095-8023, 20-095-8024, 20-095-8091, 20-095-8092, 20-095-8639, 20-095-8947, 20-155-12648, 20-155-13851, 20-155-14737, 20-155-15230, 20-155-15231

Farms Associated with Operator :

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
760.90	394.58	394.58	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	394.58	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	355.00	0.00	35	0
TOTAL	355.00	0.00		

NOTES

Tract Number : 625

Description : SW4 10-27-6

FSA Physical Location : KANSAS/KINGMAN

ANSI Physical Location : KANSAS/KINGMAN

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : ALVIN L MILLER REV TRUST

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
156.73	148.17	148.17	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	148.17	0.00	0.00	0.00	0.00	0.00



Abbreviated 156 Farm Record

DCP Crop Data

Tract 625 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	131.20	0.00	35
TOTAL	131.20	0.00	

NOTES

Tract Number : 11713

Description : W2, SE4 17 (less 29.0 ac parcel); NE4 20-27-6
FSA Physical Location : KANSAS/KINGMAN
ANSI Physical Location : KANSAS/KINGMAN
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : ALVIN L MILLER REV TRUST
Other Producers : JOHN A BLENZ, MALONEY RANCH LLC
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
604.17	246.41	246.41	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	246.41	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

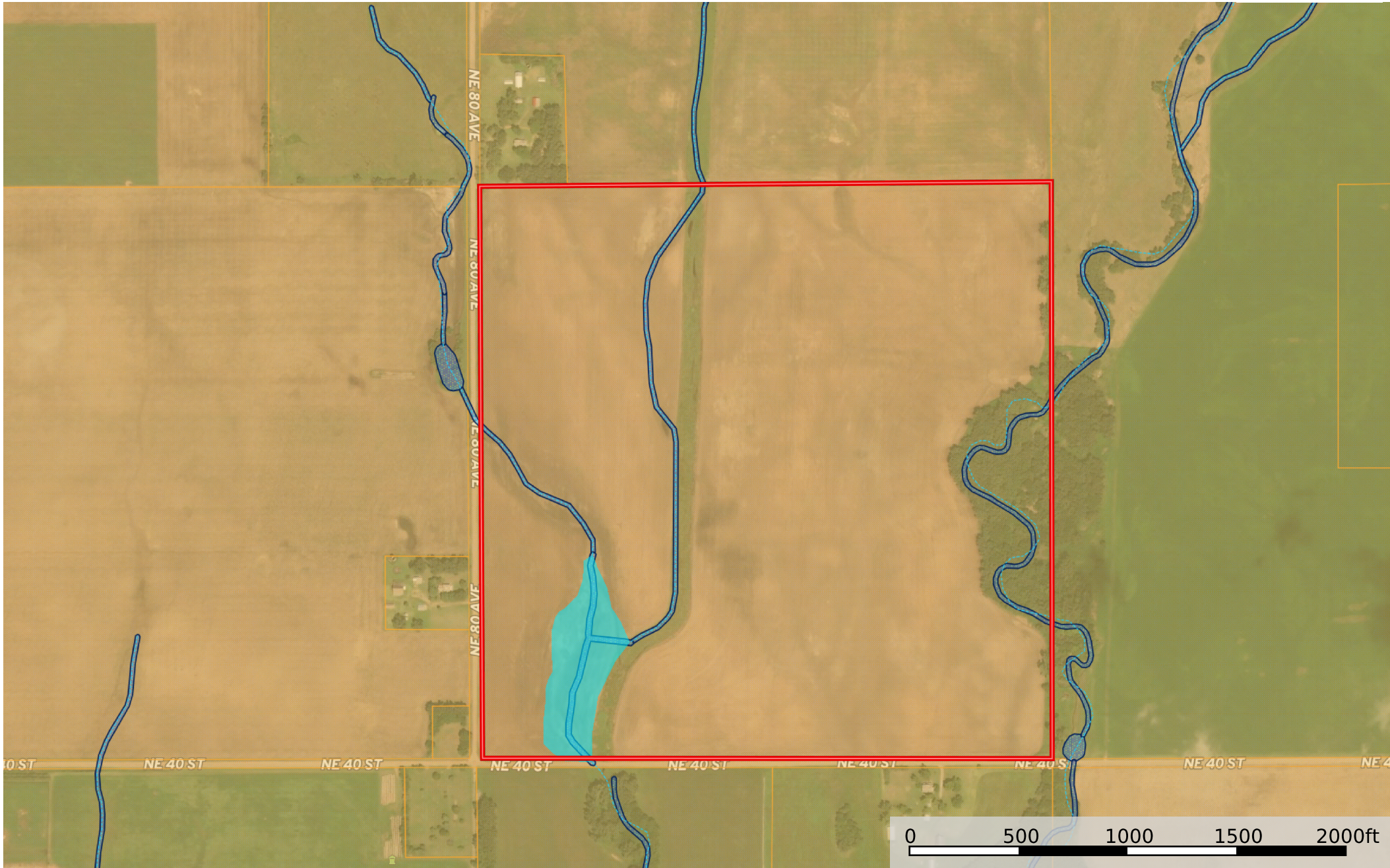
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	223.80	0.00	35
TOTAL	223.80	0.00	

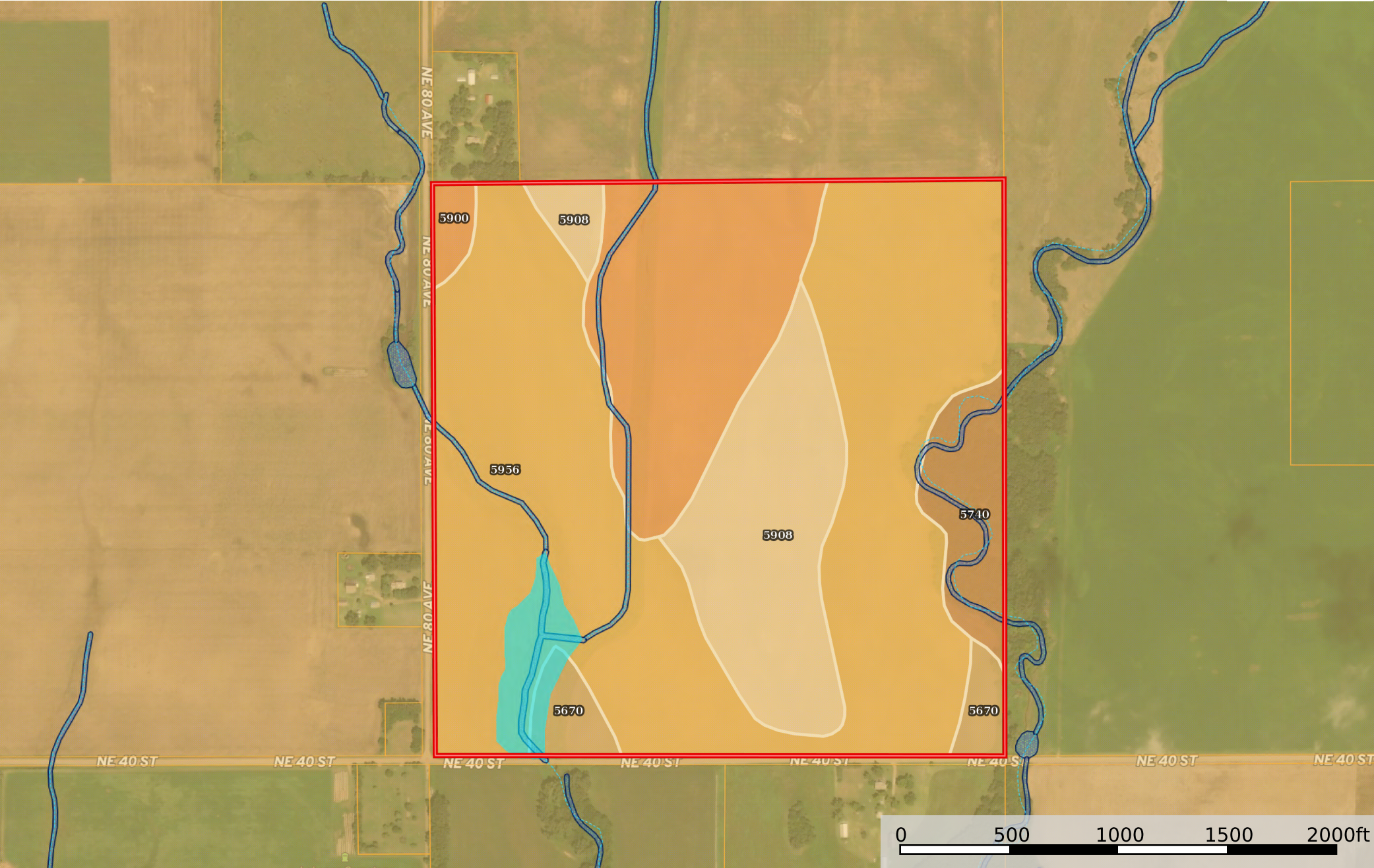
NOTES

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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





- Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not Included
- Wetlands
- Riparian
- Stream, Intermittent
- River/Creek
- Water Body

| Boundary 157.22 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5956	Shellabarger sandy loam, 1 to 3 percent slopes	90.36	57.47	0	53	2e
5900	Farnum-Natrustolls complex, 0 to 1 percent slopes	28.22	17.95	0	48	4s
5908	Nalim loam, 0 to 1 percent slopes	25.08	15.95	0	70	2c
5740	Dillwyn-Plevna complex, occasionally flooded	8.37	5.32	0	24	4w
5670	Waldeck fine sandy loam, occasionally flooded	5.19	3.3	0	45	2e
TOTALS		157.22(*)	100%	-	53.01	2.47

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

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

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

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

157.29 +/- Acres at NE 80th Ave & NE 40 ST | Aerial



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 Real Estate & 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. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. 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.
9. The Real Estate is not offered contingent upon financing.
10. 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, by 4:00 p.m. (CST) on the business day following the auction. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. McCurdy has the right to establish all bidding increments.
19. 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.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. 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.
24. 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@mccurdy.com.
25. 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.
26. 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.
27. 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.

28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in 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.
29. 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.
30. 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)*

