

PROPERTY INFORMATION PACKET

THE DETAILS



151.31 ± Acres in 3 Parcels in Clearwater, KS

AUCTION: Wednesday, April 1st @ 3:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



Table of Contents

PROPERTY DETAIL PAGES
PRELIMINARY TITLE WORK PARCEL 1 (PAGES 12-17)
PRELIMINARY TITLE WORK PARCEL 2 (PAGES 18-22)
PRELIMINARY TITLE WORK PARCEL 3 (PAGES 23-27)
FARM SERVICE AGENCY REPORT
SELLER'S LAND DISCLOSURE
WATER WELL ORDINANCE
GROUNDWATER ADDENDUM
SECURITY 1 ST TITLE WIRE FRAUD ALERT
AVERAGE UTILITIES
ZONING MAP
FLOOD ZONE 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 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 # 577871
Class Land
Property Type Farm
County Sedgwick
Area 601
Address 74.50 +/- Acres at 87th & Ridge Rd.
Address 2
City Clearwater
State KS
Zip 67026
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 4



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	1-800-301-2055	Sub-Agent Comm	0
Zoning Usage	Agriculture	Buyer-Broker Comm	3
Parcel ID	20173-252-09-0-41-00-001.00-A	Transact Broker Comm	3
Number of Acres	74.50	Variable Comm	Non-Variable
Price Per Acre		Virtual Tour Y/N	No
Lot Size/SqFt	3245220		
School District	Clearwater School District (USD 264)		
Elementary School	Clearwater West		
Middle School	Clearwater		
High School	Clearwater		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	N 1/2 SE 1/4 EXC PT BEG NE COR TH S 490 FT W 335 FT NLY 490.04 FT TO N LI SAID SE 1/4 E 343.8 FT TO		

DIRECTIONS

Directions (Clearwater) W. 87th St S. & S. Ridge Rd - North to land

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$751.66
General Tax Year	2019
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 LIVE AUCTION PORTION IS CANCELLED AND REPLACED WITH LIVE STREAM EVENT ONLY. AUCTION WILL STILL BE CONDUCTED APRIL 1st @ 12:00 PM VIA LIVE STREAM AUCTION WITH REAL TIME BIDDING. This property is selling with clear title at closing and no back taxes Parcel 1 | 74.50 +/- acres in Clearwater, Kansas! This property is being offered high bidder's choice with adjacent land: 39.37 +/- acres (Parcel 2) and 37.44 +/- acres (Parcel 3). Zoned rural residential, this land offers endless possibilities as a home-site or development opportunity. The land is currently used for farming, and mineral rights and crops transfer to the buyer. Farming lease agreement: Cash rent of \$35/acre due July 1st with rental payments going to new buyer. The land features a pond with electricity running to it and two irrigation wells (at the pond & in the NW corner). This is a great opportunity to own acreage in Sedgwick County! *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 \$15,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	
Auction Location	www.mccurdyauction.com	1 - Open Start Time	
Auction Offering	Real Estate Only	1 - Open End Time	
Auction Date	4/1/2020	2 - Open for Preview	
Auction Start Time	12:00 PM	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	5:00 PM on 3/31/2020	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 %/\$	15,000.00	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	\$0	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





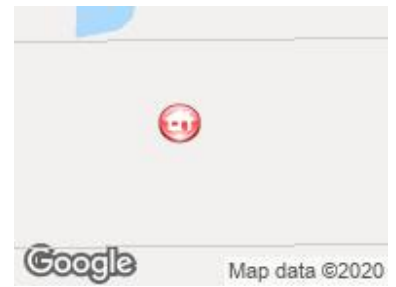
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MLS PIP



MLS # 577867
Class Land
Property Type Farm
County Sedgwick
Area 601
Address 39.37 +/- Acres At 87th & Ridge Rd.
Address 2
City Clearwater
State KS
Zip 67026
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 4



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Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	1-800-301-2055	Sub-Agent Comm	0
Zoning Usage	Agriculture	Buyer-Broker Comm	3
Parcel ID	20173-252-09-0-41-00-001.00-B	Transact Broker Comm	3
Number of Acres	39.37	Variable Comm	Non-Variable
Price Per Acre		Virtual Tour Y/N	No
Lot Size/SqFt	1714957		
School District	Clearwater School District (USD 264)		
Elementary School	Clearwater West		
Middle School	Clearwater		
High School	Clearwater		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	N1/2 S1/2 SE1/4 SEC 9-29-1W		

DIRECTIONS

Directions (Clearwater) W. 87th St S. & S. Ridge Rd - North to land

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$411.64
General Tax Year	2019
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

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AUCTION

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Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	
Auction Location	www.mccurdyauction.com	1 - Open Start Time	
Auction Offering	Real Estate Only	1 - Open End Time	
Auction Date	4/1/2020	2 - Open for Preview	
Auction Start Time	12:00 PM	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	5:00 PM on 3/31/2020	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 %/\$	15,000.00	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	\$0	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





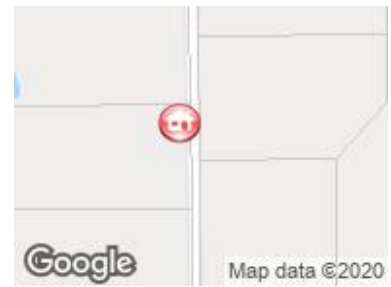
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MLS PIP



MLS # 577872
Class Land
Property Type Farm
County Sedgwick
Area 601
Address 37.44 +/- Acres at 87th & Ridge Rd.
Address 2
City Clearwater
State KS
Zip 67026
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 4



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Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	1-800-301-2055	Sub-Agent Comm	0
Zoning Usage	Agriculture	Buyer-Broker Comm	3
Parcel ID	20173-252-09-0-41-00-001.00-C	Transact Broker Comm	3
Number of Acres	37.44	Variable Comm	Non-Variable
Price Per Acre		Virtual Tour Y/N	No
Lot Size/SqFt	1630886		
School District	Clearwater School District (USD 264)		
Elementary School	Clearwater West		
Middle School	Clearwater		
High School	Clearwater		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	S1/2 S1/2 SE1/4 SEC 9-29-1W		

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ROAD FRONTAGE Paved	Ground Water Addendum	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Private Water	Photographs	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
IMPROVEMENTS None	Sellers Prop. Disclosure		
	FLOOD INSURANCE Unknown		

FINANCIAL

Assumable Y/N	No
General Taxes	\$396.58
General Tax Year	2019
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

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Auction Date	4/1/2020	2 - Open for Preview	
Auction Start Time	12:00 PM	2 - Open/Preview Date	
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Broker Reg Deadline	5:00 PM on 3/31/2020	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 %/\$	15,000.00	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	\$0	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

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Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Nikki San Roman**
 Email: **nsanroman@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
 Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2352775**

Report Effective Date: **January 29, 2020, at 7:30 a.m.**

Property Address: **Vacant Land, Clearwater, KS 67026**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Dan Strunk as Trustee of the Strunk Family Trust

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

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.



Any questions regarding this report should be directed to: **Nikki San Roman**
 Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

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, delivered, and recorded in the Public Records.
5. **We have a copy of the Strunk Family Trust, dated March 12, 2012 (Dan Strunk, Trustee). We must be furnished with copies of any Amendments to said Trust, and reserve the right to then make any additional requirements we deem necessary.**

In the alternative, we may be provided with a Certification of said Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees.

6. **File a Trustee's Deed from Dan Strunk, Trustee of the Strunk Family Trust a/k/a the Strunk Family Trust, dated March 12, 2012, to Buyer TBD.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

7. **Recording Fees and 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: Beginning January 1, 2019, Mortgage Registration Tax is no



Security 1st Title

Any questions regarding this report should be directed to: **Nikki San Roman**

Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

longer required in the State of Kansas.)

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 of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 - 7.



Any questions regarding this report should be directed to: **Nikki San Roman**

Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

The lien of the General Taxes for the year **2020**, and thereafter.

8. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$751.66, PAID.
Property I.D. # OH-00041-0001
PIN #00285798**
9. **Easement granted to Sedgwick County Electric Cooperative Association, Inc., as set forth in the instrument filed as Misc. Book 147, Page 141.**
10. **Easement granted to American Telegraph and Telephone Company, as set forth in the instrument filed on Film 1023, Page 1474.**
11. **Terms and provisions of the oil and gas lease executed between N.L. Strunk a/k/a Nicholas L. Strunk a/k/a Nick L. Strunk and Mary Strunk, lessor, and Donald C. Slawson, lessee, filed October 22, 1982, recorded in/on Film 550, Page 1145, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

12. **Terms and provisions of the oil and gas lease executed between N.L. Strunk and Mary Strunk, lessor, and Associated Petroleum Consultants, Inc., lessee, filed October 10, 1985, recorded in/on Film 756, Page 1209, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

13. **Terms and provisions of the oil and gas lease executed between Strunk Family Trust, lessor, and Stable Energy Resources, LLC, lessee, filed May 7, 2012, recorded in/on Doc#/Flm-Pg: 29289137, together with all subsequent**

Any questions regarding this report should be directed to: **Nikki San Roman**

Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

14. Rights of parties in possession under unrecorded leases.

Dated: **January 29, 2020, at 7:30 a.m.**

SECURITY 1ST TITLE

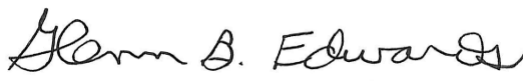
By: 
LICENSED ABSTRACTER

EXHIBIT "A"

The North half of the Southeast Quarter EXCEPT that part beginning at the Northeast corner of said Southeast Quarter; thence S 01° 32'25" E along the East line of said Southeast Quarter, 490.00 feet; thence S 88° 14'09" W parallel with the North line of said Southeast Quarter, 335.00 feet; thence N 02° 34'09" W, 490.04 feet to a point on the North line of said Southeast Quarter; thence N 88°14'09" E along the North line of said Southeast Quarter, 343.80 feet to the point of beginning, Section 9, Township 29, Range 1 West of the 6th P.M., Sedgwick County, Kansas



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Nikki San Roman**
Email: **nsanroman@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2352783**

Report Effective Date: **January 29, 2020, at 7:30 a.m.**

Property Address: **Vacant Land, Clearwater, KS 67026**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Dan Strunk as Trustee of the Strunk Family Trust

2. The Land referred to in this Report is described as follows:

The North half of the South half of the Southeast Quarter, Section 9, Township 29, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 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.



Any questions regarding this report should be directed to: **Nikki San Roman**

Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

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, delivered, and recorded in the Public Records.
5. **We have a copy of the Strunk Family Trust, dated March 12, 2012 (Dan Strunk, Trustee). We must be furnished with copies of any Amendments to said Trust, and reserve the right to then make any additional requirements we deem necessary.**

In the alternative, we may be provided with a Certification of said Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees.

6. **File a Trustee's Deed from Dan Strunk, Trustee of the Strunk Family Trust a/k/a the Strunk Family Trust, dated March 12, 2012, to Buyer TBD.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

7. **Recording Fees and 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: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)



Any questions regarding this report should be directed to: **Nikki San Roman**
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

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 of \$5.00 per document, which is in addition to the County recording fees.

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 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2020**, and thereafter.



Any questions regarding this report should be directed to: **Nikki San Roman**

Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

8. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$411.64, PAID.**

Property I.D. # OH-00041-000A

PIN #00285797

9. **Easement granted to Sedgwick County Electric Cooperative Association, Inc., as set forth in the instrument filed as Misc. Book 147, Page 141.**

10. **Easement granted to American Telegraph and Telephone Company, as set forth in the instrument filed on Film 1023, Page 1474.**

11. **Terms and provisions of the oil and gas lease executed between N.L. Strunk a/k/a Nicholas L. Strunk a/k/a Nick L. Strunk and Mary Strunk, lessor, and Donald C. Slawson, lessee, filed October 22, 1982, recorded in/on Film 550, Page 1145, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

12. **Terms and provisions of the oil and gas lease executed between N.L. Strunk and Mary Strunk, lessor, and Associated Petroleum Consultants, Inc., lessee, filed October 10, 1985, recorded in/on Film 756, Page 1209, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

13. **Terms and provisions of the oil and gas lease executed between Strunk Family Trust, lessor, and Stable Energy Resources, LLC, lessee, filed May 7, 2012, recorded in/on Doc#/Flm-Pg: 29289137, together with all subsequent assignments and conveyances.**

NOTE: If there is no production of oil and gas from all of the property covered by the above lease; if any set terms including options to



Any questions regarding this report should be directed to: **Nikki San Roman**

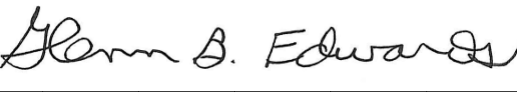
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

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14. Rights of parties in possession under unrecorded leases.

Dated: **January 29, 2020, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Nikki San Roman**
Email: **nsanroman@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2352794**

Report Effective Date: **January 29, 2020, at 7:30 a.m.**

Property Address: **Vacant Land, Clearwater, KS 67026**

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Security 1st Title

Any questions regarding this report should be directed to: **Nikki San Roman**

Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

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 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2020**, and thereafter.



Any questions regarding this report should be directed to: **Nikki San Roman**
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

8. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$396.58, PAID.
Property I.D. # OH-00041
PIN #00285797**
9. **Easement granted to Sedgwick County Electric Cooperative Association, Inc., as set forth in the instrument filed as Misc. Book 147, Page 141.**
10. **Easement granted to American Telegraph and Telephone Company, as set forth in the instrument filed on Film 1023, Page 1474.**
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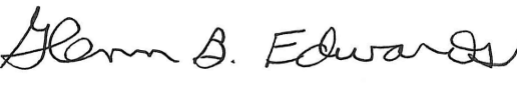
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14. Rights of parties in possession under unrecorded leases.

Dated: **January 29, 2020, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 
LICENSED ABSTRACTER

[Redacted Address]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

Original: SS
Revision: JB
Cropland: 145.39
Farmland: 153.86

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date
1242	1	WHEAT	HRW	GR	Share	N	C	N	I	A	140.85	Yes	Yes		N	10/24/2019	01	
Producer							FSA Physical Location Sedgwick, Kansas											
							Sedgwick, Kansas											
3		WHEAT	HRW	GR	Share	N	C	N	I	A	2.89	Yes	Yes		N	10/24/2019	01	
Producer							FSA Physical Location Sedgwick, Kansas											
							Sedgwick, Kansas											
7		GRASS	NAG	LS	Share	N	C	N	I	A	1.65	Yes	Yes		N		01	
Producer							FSA Physical Location Sedgwick, Kansas											
							Sedgwick, Kansas											
															NAP Unit 2996	Signature Date 11/12/2019		

Tract 1242 Summary

PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01	WHEAT	HRW	N	A	143.74	01	GRASS	NAG	LS	N	A	01					

Photo Number/Legal Description: M-16 SE 1/4 9-29-1W

Cropland: 145.39

Reported on Cropland: 145.39

Difference: 0.00

Reported on Non-Cropland: 0.00

[Redacted Address]

REPORT OF COMMODITIES

FARM SUMMARY

Original: SS
Revision: JB
Cropland: 145.39
Farmland: 153.86

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a -- as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

Planting Period	Crop/Commodity	Variety/Type	Intended Use	Irrigation Practice	Crop/Commodity	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Planting Period	Crop/Commodity	Determined Quantity	Reported Quantity	Reporting Unit	Irrigation Practice	Intended Use	Variety/Type	Share	Crop/Commodity	Variety/Type	Share	Determined Quantity
01	WHEAT	HRW	GR	N	WHEAT	HRW		WHEAT	HRW		01	GRASS	143.74		A		LS	NAG		GRASS			1.65

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Operator's Signature (By)

Date

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 (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) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Kansas
Sedgwick

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 17103
Prepared: 2/13/20 5:46 PM
Crop Year: 2020
Page: 1 of 2

Report ID: FSA-156EZ

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
██████████	██████████	██████████

Farms Associated with Operator:

██████████

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
153.86	145.39	145.39	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	145.39	0.0	0.0				

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT, SORGH	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	100.8	39	0.0
GRAIN SORGHUM	32.1	42	0.0
Total Base Acres:	132.9		

Tract Number: 1242 Description M-16 SE1/4 9-29-1W

FSA Physical Location : Sedgwick, KS ANSI Physical Location: Sedgwick, KS

BIA Range Unit Number:

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

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
153.86	145.39	145.39	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	145.39	0.0	0.0		
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction			
WHEAT	100.8	39	0.0			
GRAIN SORGHUM	32.1	42	0.0			
Total Base Acres:	132.9					

Owners: STRUNK FAMILY TRUST

Kansas
Sedgwick

U.S. Department of Agriculture
Farm Service Agency

FARM: 17103

Prepared: 2/13/20 5:46 PM

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Crop Year: 2020

Page: 2 of 2

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Other Producers: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 Property Address: 151.31 +/- Acres In 3 Parcels At 87th & Ridge - Clearwater, KS
2 Seller: _____ Date of Purchase: _____
3 Property currently zoned as: _____

4 Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on
5 the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction,
6 and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know
7 something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the
8 form. Prospective Buyers may rely on the information you provide.

9 Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available
10 supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a
11 question, use the comment lines to explain.

12 By signing below, you acknowledge that the failure to disclose known material information about the Property may result in liability.

13 Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material
14 (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is
15 important that you take an active role in obtaining the information about the Property.

16 Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any
17 incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain
18 professional inspections of the Property. (6) Investigate the surrounding area.

19 THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

Indicate the condition of the following items by marking the appropriate box.
Check only one box for each item.

None Does Not Transfer Working Not Working Don't Know

WATER SYSTEMS

20 ☐ ☐ ☒ ☐ ☐ Well/Pump 3 WELLS ON PROPERTY, 2 HAVE PUMPS
21 ☐ ☐ ☒ ☐ ☐ Drinking _____ Irrigation X
22 ☐ ☐ ☒ ☐ ☐ Location 1 AT POND, 1 IN NW CORNER, 1 IN SW CORNER
23 ☐ ☐ ☒ ☐ ☐ Depth UNKNOWN
24 ☐ ☐ ☒ ☐ ☐ Type _____
25 If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No
26 Is the property connected to ☐ city ☐ rural water systems?
27 Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____
28 ☒ ☐ ☐ ☐ ☐ Cistern _____
29 ☒ ☐ ☐ ☐ ☐ Other _____
30 Comments: _____
31 _____
32 _____

DRAINAGE/SEWAGE SYSTEMS

33 ☒ ☐ ☐ ☐ ☐ Sewer Lines _____
34 ☒ ☐ ☐ ☐ ☐ Septic/Laterals _____
35 ☒ ☐ ☐ ☐ ☐ Lagoon _____
36 ☒ ☐ ☐ ☐ ☐ Tank Size _____ Location _____
37 ☒ ☐ ☐ ☐ ☐ # Feet of Laterals _____
38 ☒ ☐ ☐ ☐ ☐ Other _____
39 ☒ ☐ ☐ ☐ ☐ Other _____
40 Comments: _____
41 _____
42 _____

Seller's Initials JMS

Buyer's Initials _____

PART II

Answer questions to the best of your (Seller's) knowledge.

Yes No Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ ☐ Is there a propane tank on the property?
- 44 ☐ ☐ ☐ If yes, is it ☐ owned ☐ leased?
- 45 ☐ ☒ ☐ Is gas connected to property?
- 46 ☐ ☐ ☐ If not, distance to nearest source? _____
- 47 ☒ ☐ ☐ Is electricity connected to property?
- 48 ☐ ☐ ☐ If not, distance to nearest source? _____
- 49 ☐ ☒ ☐ To your knowledge, is there any additional costs to hook up utilities?
- 50 ☐ ☐ ☐ If yes, please explain: _____
- 51 _____
- 52 Comments: ELECTRICITY RUND TO POND AREA
- 53 _____

DRAINAGE/SEWAGE SYSTEMS

- 54 ☐ ☒ ☐ Is property connected to a public sewer system?
- 55 ☐ ☐ ☐ If yes, no explanation required.
- 56 ☐ ☒ ☐ Is there a septic tank/lagoon system serving this property?
- 57 ☐ ☐ ☐ If yes, when was it last serviced? Date _____
- 58 ☐ ☒ ☐ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
- 59 ☐ ☒ ☐ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
- 60 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
- 61 ☐ ☐ ☐ If so, is this property in compliance?
- 62 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
- 63 ☐ ☒ ☐ Do you currently pay flood insurance?
- 64 ☐ ☒ ☐ Other drainage/sewage systems and their conditions: _____
- 65 Comments: _____
- 66 _____

BOUNDARIES/LAND

- 67 ☐ ☒ ☐ Have you had a survey of your property?
- 68 ☐ ☒ ☐ Are the boundaries of your property marked in any way?
- 69 ☒ ☐ ☐ Is there any fencing on the boundary(ies) of the property?
- 70 ☐ ☐ ☒ If yes, does the fencing belong to the property?
- 71 ☐ ☐ ☐ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
- 72 ☐ ☒ ☐ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
- 73 ☐ ☐ ☐ Is this property owner responsible for maintenance of any such shared feature?
- 74 ☐ ☒ ☐ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
- 75 ☐ ☐ ☐ Comments: _____
- 76 _____
- 77 _____
- 78 _____

HOMEOWNER'S ASSOCIATION

- 79 ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?
- 80 ☐ ☒ ☐ Annual dues \$ _____ Initiation Fee \$ _____
- 81 ☐ ☐ ☐ To your knowledge, are there any problem relating to any common area?
- 82 ☐ ☐ ☐ Have you been notified of any condition which may result in an increase in assessments?
- 83 ☐ ☐ ☐ Comments: _____
- 84 _____
- 85 _____

Seller's Initials

DMS

Buyer's Initials

PART II - Continued

Answer questions to the best of your (Seller's) knowledge.

Yes No Don't Know

ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?

86
87
88 ☐ ☒
89 ☐ ☒
90 ☐ ☒
91 ☐ ☒
92 ☐ ☒
93 ☐ ☒
94 ☐ ☒
95 ☐ ☒
96 ☐ ☒
97 ☐ ☒
98 ☐ ☒
99 ☐ ☒

Asbestos
Contaminated soil or water (including drinking water)
Landfill or buried materials
Methane gas
Oil sheers in wet areas
Radioactive material
Toxic material disposal (e.g., solvents, chemicals, etc.)
Underground fuel or chemical storage tanks
EMFs (Electro Magnetic Fields)
Gas or oil wells in area
Other

To your knowledge, are any of the above conditions present near your property?

Comments:

MISCELLANEOUS

To your knowledge:

102
103
104 ☐ ☒
105 ☐ ☒
106 ☐ ☒
107 ☐ ☒
108 ☐ ☒
109 ☐ ☒
110 ☐ ☒
111 ☐ ☒
112 ☐ ☒
113
114 ☐ ☒
115
116
117
118
119 ☒ ☐
120
121
122 ☐ ☒
123
124 ☒ ☐

Are there any gas/oil wells on the property or adjacent property?
Is the present use of the property a non-conforming use?
Are there any violations of local, state or federal government laws or regulations relating to this property?
Is there any existing or threatened legal or regulatory action affecting this property?
Are there any current special assessments or do you have knowledge of any future assessments?
Are there any proposed or pending zoning changes on this or adjacent property?
Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
Are there any diseased or dead trees or shrubs?
Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments:

Seller Owns:

Mineral Rights:

100 % pass with the land to the Buyer _____ % remain with the Seller
_____ % are owned by third party _____ unknown

Are there any oil, gas, or wind leases of record or Other? Please explain:

Crops planted at the time of sale:

X pass with the land to the Buyer _____ remain with the Seller
_____ none _____ negotiable
_____ Other (please describe): _____

Tenant's rights apply to the subject property with lease or shares as follows:

CASH RENT OF \$35 PER ACRE DUE 7-1-20 WILL GO
TO BUYER

Water Rights:

_____ pass with the land to the Buyer - Permit # _____
_____ remain with the Seller - Permit # _____
_____ have been terminated

Comments:

Seller's Initials

DMS

Buyer's Initials

SELLER'S ACKNOWLEDGMENT

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate brokers and agents and prospective buyers of the property.

Daniel M. Strunk 2/11/20
Seller Date

Seller Date

OR

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

Seller Date

Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning the condition or value of the property.
2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.
3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____
4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

Buyer Date

Buyer Date

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Seller's Initials DMS

Buyer's Initials _____



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 151.31 +/- Acres In 3 Parcels At 87th & Ridge - Clearwater, KS

67026

DOES THE PROPERTY HAVE A WELL? YES X NO _____

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

Location of Well: 3 WELLS

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Daniel M. Strunk Trustee
Owner

2/11/20
Date

Owner

Date

ADDENDUM _____ (Groundwater)

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:
151.31 +/- Acres In 3 Parcels At 87th & Ridge - Clearwater, KS 67026

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

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

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

DM-5 Seller has no knowledge of groundwater contamination or other environmental concerns; or
 _____ Known groundwater contamination or other environmental concerns are:

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

DM Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

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

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

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

Daniel M Frank 2/11/20
Seller Date

Buyer	Date
-------	------

Seller	Date
--------	------

Buyer _____ Date _____

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Security 1st Title

File #:

87th & Ridge

Property Address:

151.31 +/- Acres In 3 Parcels At
Clearwater, KS 67026

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

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

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

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

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

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

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

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer

James M. Smith 2/11/20

Seller

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>

AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: **151.31 +/- Acres in 3 Parcels at 87th & Ridge - Clearwater, KS** (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	<u>Sedgwick County Electric</u>	<u>\$25/month</u>
Water & Sewer:	<u></u>	<u></u>
Gas Propane:	<u></u>	<u></u>
<p style="text-align: center;">If propane, is tank owned or leased? Owned Leased</p> <p style="text-align: center;"><i>If leased, please provide company name and monthly lease amount:</i></p> <p style="text-align: center;"><u></u> <u></u></p>		

Appliances that Transfer:	Refrigerator?	Yes	No	Washer?	Yes	No
	Dishwasher?	Yes	No	Dryer?	Yes	No
	Stove/Oven?	Yes	No	Other?	<u></u>	
	Microwave?	Yes	No		<u></u>	

Homeowners Association: Yes No

Dues Amount: Yearly Monthly Quarterly

Initiation Fee:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)?

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

Parcels 1,2,and 3 at 87th & Ridge Rd. - Clearwater, KS 67026

Zoning: (RR) Rural Residential



Geographic Information Services

Sedgwick County...
working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174

Mon Jan 27 09:40:40 GMT-0600 2020

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Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

X



X,

Area Not Included



Parcels 1,2,and 3 at 87th & Ridge Rd. - Clearwater, KS 67026

Aerial



Geographic Information Services

Geograp

Division of Information & Operations

www.sedgwickcounty.org/gis

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Geographic Information Services

Sedgwick County...
working for you

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale.
2. 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 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.
3. 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. 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.
4. 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.
5. The Real Estate is not offered contingent upon financing.
6. 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.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. 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.
9. 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.

10. 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 signed 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.
11. 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. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guests or minors accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. 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.
15. 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 premises. 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 premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy reserves the right to establish all bidding increments.
17. 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.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. 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.
22. 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*)

