

PROPERTY INFORMATION PACKET | THE DETAILS



8641 S. Meridian Ave | Haysville, KS 67060

AUCTION: BIDDING OPENS: Tues, Nov 23rd @ 2:00 PM

BIDDING CLOSES: Thurs, Dec 9th @ 2:00 PM

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



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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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.

ALL FIELDS CUSTOMIZABLE



MLS # 604499
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 601
Address 8641 S MERIDIAN ST
Address 2
City Haysville
State KS
Zip 67060
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Date	10/31/2021
List Office - Office Name and Phone	McCurdy 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	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	20173-251-12-0-44-00-001.00	Sub-Agent Comm	0
Number of Acres	76.30	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	22216	Variable Comm	Non-Variable
School District	Haysville School District (USD 261)	Virtual Tour Y/N	
Elementary School	Freeman		
Middle School	Haysville		
High School	Campus		
Subdivision	NONE		
Legal	S1/2 SE1/4 SEC 12-29-1W		

DIRECTIONS

Directions (Haysville) W. 79th St. S. & S. Meridian St. - South to Property.

FEATURES

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

FINANCIAL

Assumable Y/N No
General Taxes \$966.22
General Tax Year 2020
Yearly Specials \$7.80
Total Specials \$7.80
HOA Y/N No
Yearly HOA Dues
HOA Initiation Fee
Earnest \$ Deposited With Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Rick Brock with McCurdy Auction, LLC. Office: 316-867-3600 Email: rbrock@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, November 23rd, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Thursday, December 9th, 2021 at 2:00 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!!! NO MINIMUM, NO RESERVE!!! 76.3 +/- acres at the corner of W. 87th St. and S. Meridian in Haysville, Kansas! Great location! On blacktop Zoned Rural Residential 70 x 35 Farm utility building w/ overhead doors Tenant farmer harvested soybeans, there are no more future obligations. Most of the personal property will be removed before closing such as the railroad car, RV, propane tanks, and inside the garage/shop. 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. 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 \$20,000.

AUCTION

Auction Date	11/23/2021	Auction Location	www.mccurdyauction.com
Auction Offering	Real Estate Only	Auction Start Time	2:00 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	12/8/2021 by 5:00 PM	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

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 2021 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

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: 8641 S. Meridian Ave - Haysville, KS 67060
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 _____
21 ☐ ☐ ☒ ☐ ☐ Drinking _____ Irrigation _____
22 ☐ ☐ ☒ ☐ ☐ Location _____
23 ☐ ☐ ☒ ☐ ☐ Depth _____
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 JHD

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 or 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: _____
- 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 ☐ ☒ ☐
- 76 ☐ ☒ ☐
- 77 Comments: _____
- 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 ☐ ☒
- 84 Comments: _____
- 85 _____

Seller's Initials THA

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 | ☐ | ☒ | Asbestos |
| 89 | ☐ | ☒ | Contaminated soil or water (including drinking water) |
| 90 | ☐ | ☒ | Landfill or buried materials |
| 91 | ☐ | ☒ | Methane gas |
| 92 | ☐ | ☒ | Oil sheers in wet areas |
| 93 | ☐ | ☒ | Radioactive material |
| 94 | ☐ | ☒ | Toxic material disposal (e.g., solvents, chemicals, etc.) |
| 95 | ☐ | ☒ | Underground fuel or chemical storage tanks |
| 96 | ☐ | ☒ | EMFs (Electro Magnetic Fields) |
| 97 | ☐ | ☒ | Gas or oil wells in area |
| 98 | ☐ | ☐ | Other |

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

Comments: _____

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|--------------------------|-------------------------------------|---|
| 102 | | | |
| 103 | | | |
| 104 | ☐ | ☒ | Are there any gas/oil wells on the property or adjacent property? |
| 105 | ☐ | ☒ | Is the present use of the property a non-conforming use? |
| 106 | ☐ | ☒ | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| 107 | ☐ | ☒ | Is there any existing or threatened legal or regulatory action affecting this property? |
| 108 | ☐ | ☒ | Are there any current special assessments or do you have knowledge of any future assessments? |
| 109 | ☐ | ☒ | Are there any proposed or pending zoning changes on this or adjacent property? |
| 110 | ☐ | ☒ | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| 111 | ☐ | ☒ | Are there any diseased or dead trees or shrubs? |
| 112 | ☐ | ☒ | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| 113 | | | |
| 114 | ☐ | ☒ | 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:

_____ 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: _____

Water Rights:

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

Comments: _____

Seller's Initials JHD

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.

Joe Billie RA 11-8-21
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 0 years and am not familiar with all conditions represented in this form.

Joe Billie RA 11-8-21
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 JB

Buyer's Initials _____

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

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

6 8641 S. Meridian Ave - Haysville, KS 67060

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

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

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

10  Seller has no knowledge of groundwater contamination or other environmental concerns;

11 or

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

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

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

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

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

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

24 CERTIFICATION

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

28  11/01/21
29 Seller _____ Date _____

Buyer _____ Date _____

30
31 Seller _____ Date _____

Buyer _____ Date _____

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Security 1st Title

File #:

Property Address:

8641 S. Meridian Ave
Haysville, KS 67060

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 _____

Seller _____

Authentisign

Joseph Bilheimer, Trustee

10/31/21

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
SEDGWICK



United States Department of Agriculture
Farm Service Agency

FARM : 9899

Prepared : 11/9/21 4:44 PM

Crop Year : 2022

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : [REDACTED]

Farms Associated with Operator : [REDACTED]

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
77.50	75.76	75.76	0.00	0.00	0.00	0.00	0.00	Active	1
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	75.76	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	56.90	0.00	37	0
Soybeans	18.86	0.00	20	0
TOTAL	75.76	0.00		

NOTES

Tract Number : 12781

Description : N-16 S1/2 SE1/4 12-29-1W

FSA Physical Location : KANSAS/SEDGWICK

ANSI Physical Location : KANSAS/SEDGWICK

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 :

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
77.50	75.76	75.76	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	75.76	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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KANSAS
SEDGWICK

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 9899

Prepared : 11/9/21 4:44 PM

Crop Year : 2022

Abbreviated 156 Farm Record

Tract 12781 Continued ...

Wheat	56.90	0.00	37
Soybeans	18.86	0.00	20

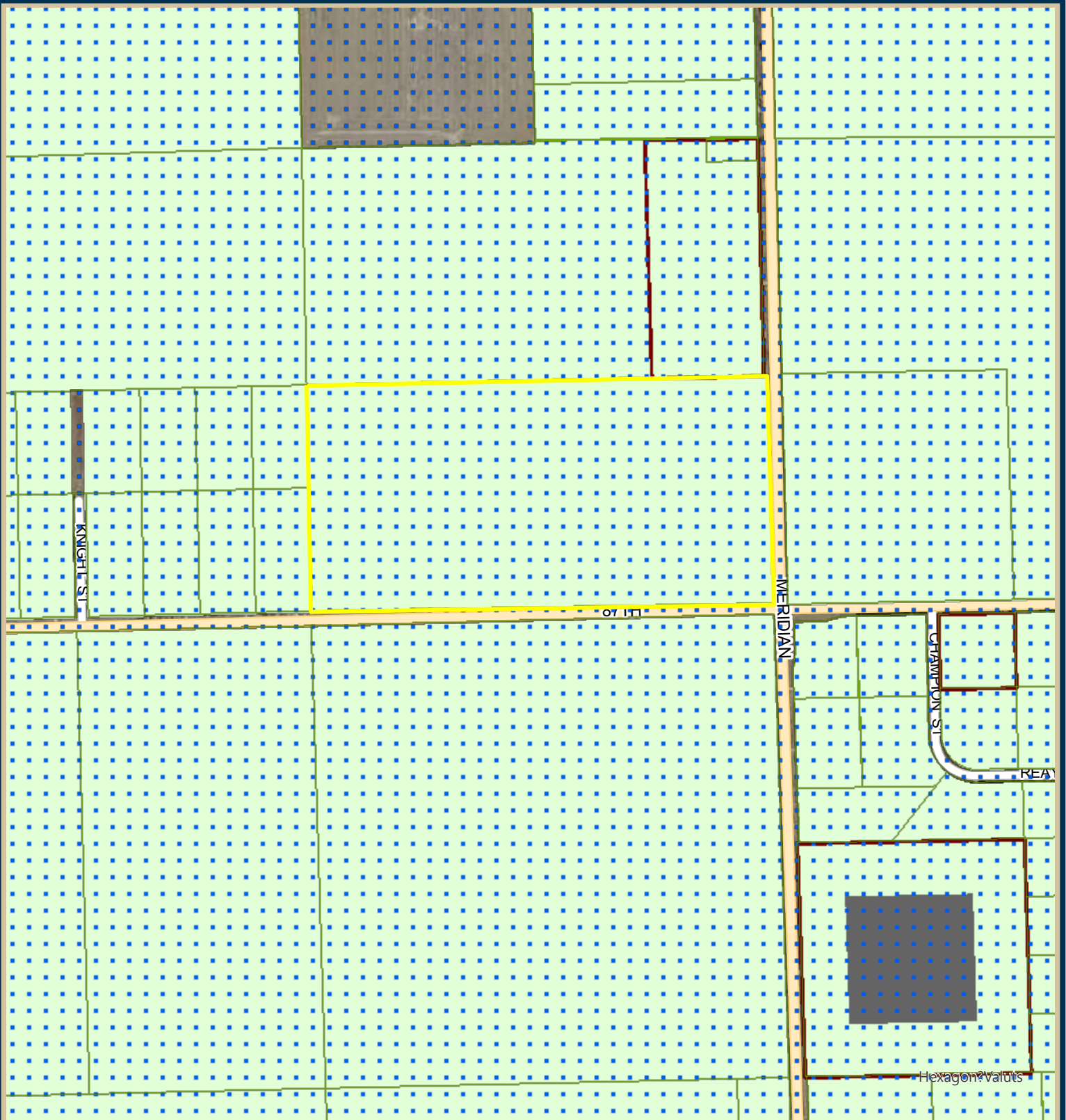
TOTAL	75.76	0.00	
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NOTES

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.



Geographic Information Services
 Sedgwick County...
 working for you

8641 S. Meridian Ave, Haysville, KS 67060 - Zoning Rural Residential

Date: 9/22/2021

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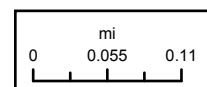
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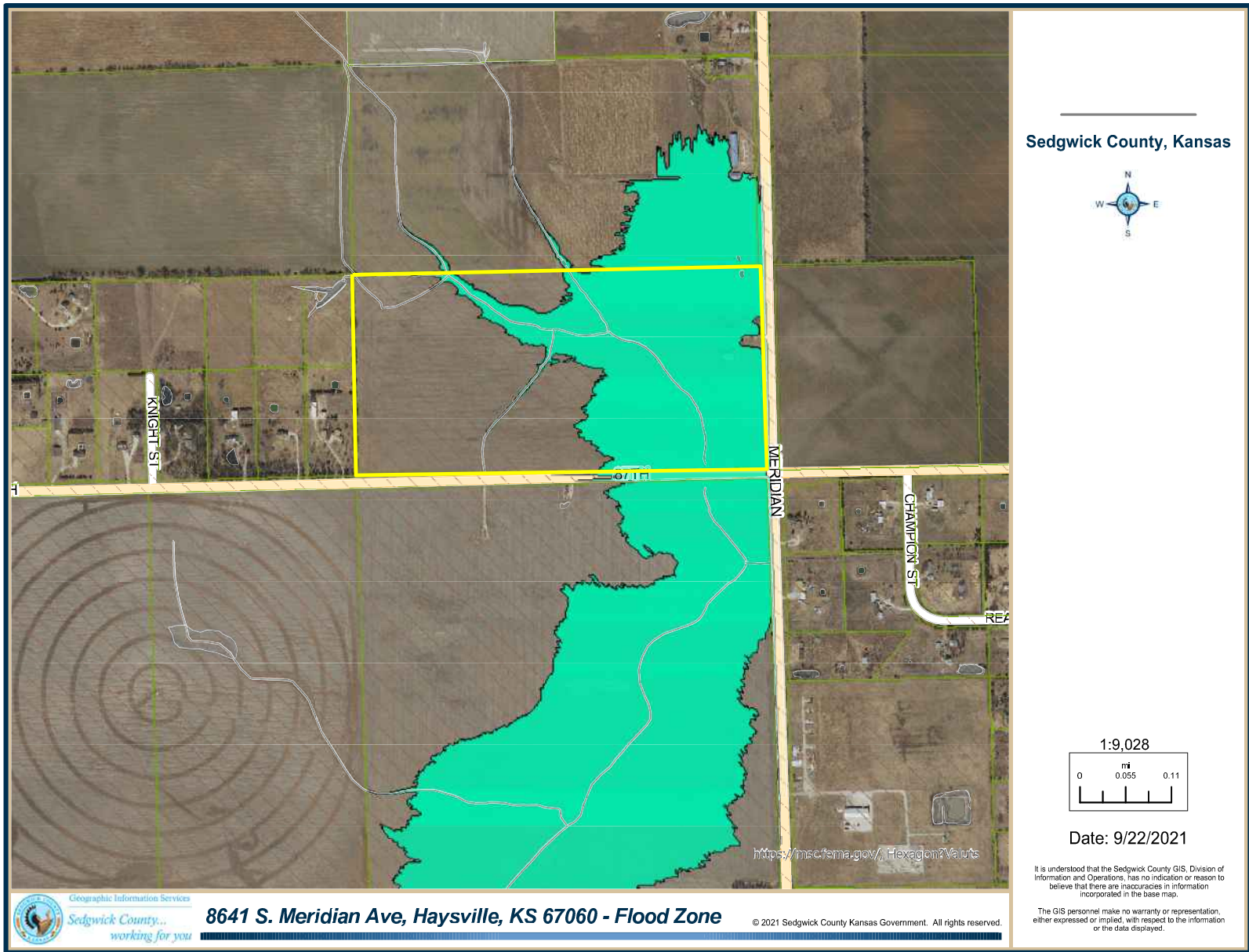
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Sedgwick County, Kansas



1:9,028





Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood Hazard

A



A

AE



AE

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDERATION

X



X

Area Not Included





Geographic Information Services

Sedgwick County...
working for you

8641 S. Meridian Ave, Haysville, KS 67060 - Aerial

Date: 9/21/2021

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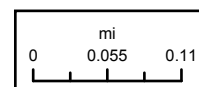
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Sedgwick County, Kansas



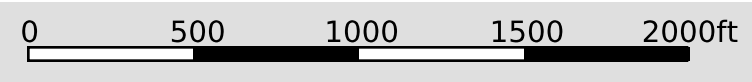
1:9,028



8641 S. Meridian Ave - Haysville, KS 67060
Kansas, AC +/-



 Boundary



Boundary 76.31 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6322	Blanket silt loam, 0 to 1 percent slopes	54.16	70.98	0	64	2c
5967	Tabler silty clay loam, 0 to 1 percent slopes	10.15	13.3	0	56	2s
6323	Blanket silt loam, 1 to 3 percent slopes	8.97	11.76	0	63	2e
5982	Nalim loam, 1 to 3 percent slopes	3.03	3.97	0	69	2e
TOTALS		76.3(*)	100%	-	63.03	2.0

(*) 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

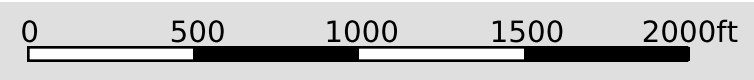
Land, Capability

								
	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





TERMS AND CONDITIONS

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

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

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



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

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

