

PROPERTY INFORMATION PACKET | THE DETAILS



**157.91 +/- Acres at W. MacArthur Rd. & Garden Plain Rd.
| Garden Plain, KS 67050**

AUCTION: Wednesday, January 26th @ 12:00 PM

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



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



Table of Contents

PROPERTY DETAIL PAGES
SELLER'S DISCLOSURE
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
FSA REPORT
SURVEY
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
SOIL MAP & REPORT
WATER FEATURES MAP
UNDERSTANDING MULTI-TRACT BIDDING
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.

ALL FIELDS CUSTOMIZABLE



MLS # 605857
Class Land
Property Type Farm
County Sedgwick
Area 620 - Garden Plain
Address 20.22 +/- Acres 39th St. & 295th St.
Address 2 Tract 1
City Garden Plain
State KS
Zip 67050
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	12/1/2021
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	Isaac Klingman	Display on Public Websites	Yes
Co-List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display Address	Yes
Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	08718-3-08-0-31-00-001.00	Sub-Agent Comm	0
Number of Acres	20.22	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	886010.4	Variable Comm	Non-Variable
School District	Renwick School District (USD 267)	Virtual Tour Y/N	
Elementary School	Garden Plain		
Middle School	Garden Plain		
High School	Garden Plain		
Subdivision	NONE		
Legal			

DIRECTIONS

Directions (Garden Plain) South to Garden Plain. Northeast corner of W. 39th St. S. & S. 295th St. W.

FEATURES

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

FINANCIAL

Assumable Y/N No
General Taxes \$0.00
General Tax Year 2021
Yearly Specials \$0.00
Total Specials \$0.00
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 and Isaac Klingman with McCurdy Auction, LLC. Office: 316-867-3600 Email: rbrock@mccurdyauction.com and iklingman@mccurdyauction.com **ONSITE REAL ESTATE AUCTION ON WEDNESDAY, JANUARY 26TH, 2022 AT 12:00 PM AT THE K-STATE K-STATE RESEARCH AND EXTENSION EDUCATION CENTER. NO MINIMUM, NO RESERVE!!!** Great opportunity to own acreage just south of Garden Plain! 20.22 +/- Acres Zoned Rural Residential Tillable Blacktop Hard corner 20 minutes from west Wichita 3 miles west of Lake Afton A Multi-Tract Auction allows multiple tracts of real estate to be sold collectively or in any desired combination. This method of auction will offer multiple rounds of bidding allowing for bids on individual tracts, any combination of tracts, and all tracts together. The auction will begin with each tract being offered individually, followed by multiple rounds where bidders can make combinations and increase their previous bids to stay in the winning position. Bidding rounds will conclude when bidders no longer want to create new combinations or raise previous bid amounts. A digital board will be displayed to guide you through the auction process and have a clear understanding of current bid amounts. See "Downloads" section for explanatory PDF. Property has undergone a survey. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is recorded. Boundaries depicted on aerial images are approximate and estimated, please refer to survey. All mineral rights held by the seller will pass with the real estate to the buyer. Crops planted at the time of sale will remain with the seller. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$10,000 each.

AUCTION

Auction Date	1/26/2022	Auction Location	7001 W. 21st St. N.
Auction Offering	Real Estate Only	Auction Start Time	12:00 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	01/25/2022 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

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ALL FIELDS CUSTOMIZABLE



MLS # 605859
Class Land
Property Type Farm
County Sedgwick
Area 620 - Garden Plain
Address 20.26 +/- Acres 39th St. & 295th St.
Address 2 Tract 2
City Garden Plain
State KS
Zip 67050
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0



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Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	08718-3-08-0-31-00-001.00	Sub-Agent Comm	0
Number of Acres	20.26	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	882525.6	Variable Comm	Non-Variable
School District	Renwick School District (USD 267)	Virtual Tour Y/N	
Elementary School	Garden Plain		
Middle School	Garden Plain		
High School	Garden Plain		
Subdivision	NONE		
Legal			

DIRECTIONS

Directions (Garden Plain) South to Garden Plain. Northeast corner of W. 39th St. S. & S. 295th St. W.

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level Treeline	OUTBUILDINGS None	SALE OPTIONS None	AGENT TYPE Sellers Agent
PRESENT USAGE Tillable	MISCELLANEOUS FEATURES None	EXISTING FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Paved County	DOCUMENTS ON FILE Aerial Photos Ground Water Addendum Photographs	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Other/See Remarks		POSSESSION At Closing	BUILDER OPTIONS Open Builder
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FINANCIAL

Assumable Y/N No
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General Tax Year 2021
Yearly Specials \$0.00
Total Specials \$0.00
HOA Y/N No
Yearly HOA Dues
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Auction Date 1/26/2022
Auction Offering Real Estate Only
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Broker Reg Deadline 01/25/2022 by 5:00 PM
Buyer Premium Y/N Yes

Auction Location 7001 W. 21st St. N.
Auction Start Time 12:00 PM
1 - Open End Time
Broker Registration Req Yes

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES



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ALL FIELDS CUSTOMIZABLE



MLS # 605861
Class Land
Property Type Farm
County Sedgwick
Area 620 - Garden Plain
Address 20.3 +/- Acres 39th St. & 295th St.
Address 2 Tract 3
City Garden Plain
State KS
Zip 67050
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0



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Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	08718-3-08-0-31-00-001.00	Sub-Agent Comm	0
Number of Acres	20.30	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	884268	Variable Comm	Non-Variable
School District	Renwick School District (USD 267)	Virtual Tour Y/N	
Elementary School	Garden Plain		
Middle School	Garden Plain		
High School	Garden Plain		
Subdivision	NONE		
Legal			

DIRECTIONS

Directions (Garden Plain) South to Garden Plain. Northeast corner of W. 39th St. S. & S. 295th St. W.

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level Treeline	OUTBUILDINGS None	SALE OPTIONS None	AGENT TYPE Sellers Agent
PRESENT USAGE Tillable	MISCELLANEOUS FEATURES None	EXISTING FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Paved County	DOCUMENTS ON FILE Aerial Photos Ground Water Addendum Photographs	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
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FINANCIAL

Assumable Y/N No
General Taxes \$0.00
General Tax Year 2021
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 Offering Real Estate Only
1 - Open for Preview
Broker Reg Deadline 01/25/2022 by 5:00 PM
Buyer Premium Y/N Yes

Auction Location 7001 W. 21st St. N.
Auction Start Time 12:00 PM
1 - Open End Time
Broker Registration Req Yes

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES



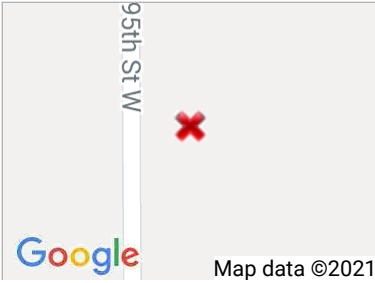
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MLS PIP



MLS # 605858
Class Land
Property Type Farm
County Sedgwick
Area 620 - Garden Plain
Address 20.34 +/- Acres 39th St. & 295th St.
Address 2 Tract 4
City Garden Plain
State KS
Zip 67050
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 6



GENERAL

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Co-List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	VOW: Allow 3rd Party Comm	Yes
Showing Phone	1-800-301-2055	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	08718-3-08-0-31-00-001.00		
Number of Acres	20.34		
Price Per Acre	0.00		
Lot Size/SqFt	886010		
School District	Renwick School District (USD 267)		
Elementary School	Garden Plain		
Middle School	Garden Plain		
High School	Garden Plain		
Subdivision	NONE		
Legal			

DIRECTIONS

Directions (Garden Plain) South to Garden Plain. Northeast corner of W. 39th St. S. & S. 295th St. W.

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2021
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
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Earnest \$ Deposited With	Security 1st Title

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AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Live Only	1 - Open/Preview Date
Auction Location	7001 W. 21st St. N.	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	1/26/2022	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	01/25/2022 by 5:00 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES





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MLS # 605860
Class Land
Property Type Farm
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Area 620 - Garden Plain
Address 41.95 +/- Acres 39th St. & 295th St.
Address 2 Tract 5
City Garden Plain
State KS
Zip 67050
Status Active
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Subdivision	NONE		
Legal			

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FEATURES

SHAPE / LOCATION Irregular	UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Pond/Lake Rolling Wooded	IMPROVEMENTS Fencing	SALE OPTIONS None	AGENT TYPE Sellers Agent
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FINANCIAL

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General Tax Year	2021
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON WEDNESDAY, JANUARY 26TH, 2022 AT 12:00 PM AT THE K-STATE RESEARCH AND EXTENSION EDUCATION CENTER AT 7001 W. 21ST ST. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. LIVE AUCTION WITH MULTI-TRACT BIDDING!!! NO MINIMUM, NO RESERVE!!! Great opportunity to own acreage just south of Garden Plain! 41.95 +/- Acres Zoned Rural Residential Rolling and wooded areas Large pond Treelined Blacktop entry 20 minutes from west Wichita 3 miles west of Lake Afton A Multi-Tract Auction allows multiple tracts of real estate to be sold collectively or in any desired combination. This method of auction will offer multiple rounds of bidding allowing for bids on individual tracts, any combination of tracts, and all tracts together. The auction will begin with each tract being offered individually, followed by multiple rounds where bidders can make combinations and increase their previous bids to stay in the winning position. Bidding rounds will conclude when bidders no longer want to create new combinations or raise previous bid amounts. A digital board will be displayed to guide you through the auction process and have a clear understanding of current bid amounts. See "Downloads" section for explanatory PDF. Property has undergone a survey. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is recorded. Boundaries depicted on aerial images are approximate and estimated, please refer to survey in the attachments. All mineral rights held by the seller will pass with the real estate to the buyer. Crops planted at the time of sale will remain with the seller. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$10,000 each.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Live Only	1 - Open/Preview Date
Auction Location	7001 W. 21st St. N.	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	1/26/2022	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	01/25/2022 by 5:00 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES





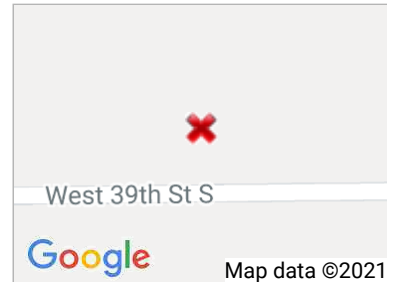
DISCLAIMER

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.

MLS PIP



MLS # 605862
Class Land
Property Type Farm
County Sedgwick
Area 620 - Garden Plain
Address 38.74 +/- Acres 39th St. & 295th St.
Address 2 Tract 6
City Garden Plain
State KS
Zip 67050
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 5



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 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	Isaac Klingman	Display Address	Yes
Co-List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	VOW: Allow 3rd Party Comm	Yes
Showing Phone	1-800-301-2055	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	08718-3-08-0-31-00-001.00		
Number of Acres	38.74		
Price Per Acre	0.00		
Lot Size/SqFt	1687514		
School District	Renwick School District (USD 267)		
Elementary School	Garden Plain		
Middle School	Garden Plain		
High School	Garden Plain		
Subdivision	NONE		
Legal			

DIRECTIONS

Directions (Garden Plain) South to Garden Plain. Northeast corner of W. 39th St. S. & S. 295th St. W.

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2021
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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Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





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SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 Property Address: 157.91 +/- Acres 39th & 295th St - Garden Plain, KS 67050
 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 Well left from test drilling for oil in 70 or 80's.
 30 Comments: no pump on well
 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: Ground has been farmed since 60's that we
 41 know of. No residence on property in our lifetime.
 42 _____

Rev. 7/18

CY

Seller's Initials

EH

MH

JC

Buyer's Initials

BD

HW

DW

Form# 1005

InstantForm

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: Ground has always been farmed. Years ago there was some test drilling for oil, it was not found.

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|--------------------------|--------------------------|-------------------------------------|
| 104 | ☐ | ☐ | ☒ |
| 105 | ☐ | ☐ | ☒ |
| 106 | ☐ | ☐ | ☒ |
| 107 | ☐ | ☐ | ☒ |
| 108 | ☐ | ☐ | ☒ |
| 109 | ☐ | ☐ | ☒ |
| 110 | ☐ | ☐ | ☒ |
| 111 | ☐ | ☐ | ☒ |
| 112 | ☐ | ☐ | ☒ |
| 113 | | | |
| 114 | ☐ | ☐ | |
- 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: Ground has been farmed for three generations. It has good paved roads to the W+S.

Seller Owns:

- | | | |
|-----|-------------------------------------|-------------------------------------|
| 119 | ☒ | ☐ |
| 120 | | |
| 121 | | |
| 122 | ☐ | ☒ |
| 123 | | |
- Mineral Rights:

<u>100</u> % pass with the land to the Buyer	<u> </u> % remain with the Seller
<u> </u> % are owned by third party	<u> </u> unknown
 - Are there any oil, gas, or wind leases of record or Other? Please explain:

Crops planted at the time of sale:

- | | |
|---|------------------------------------|
| <u> </u> pass with the land to the Buyer | <u>100%</u> remain with the Seller |
| <u> </u> none | <u> </u> negotiable |
| <u> </u> Other (please describe): <u>Buyer takes possession after crop is harvested.</u> | |

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

Water Rights:

- | |
|---|
| <u>100</u> pass with the land to the Buyer - Permit # <u> </u> |
| <u> </u> remain with the Seller - Permit # <u> </u> |
| <u> </u> have been terminated |

Comments:

CY

DW

HW

BD

EH

MH

JC

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: Ground has been farmed. We have not had or
 53 used utilities

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? in process
 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,
 73 ☐ ☐ ☒ roads, driveways?
 74 ☐ ☐ ☒ Is this property owner responsible for maintenance of any such shared feature?
 75 ☐ ☐ ☒ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
 76 ☐ ☐ ☒ problems that have occurred on the property or in the immediate neighborhood?
 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 Comments: _____
 84 _____
 85 _____

Rev. 7/18
 DW HW BD

Seller's Initials EH MH JC Buyer's Initials _____

SELLER'S ACKNOWLEDGMENT

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

144 _____
 145 Seller Date Seller Date

OR

146 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.
 147 I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

148 _____
 149 Authentisign Joseph Carpenter 12/22/2021

148 _____
 149 Authentisign Monte Hampton 12/22/2021

148 _____
 149 Authentisign Barb Downey

148 _____
 149 Authentisign Elaine Hampton 12-21-2021

148 _____
 149 Authentisign Don Welch 12/22/2021

148 _____
 149 Authentisign Heather Welch 12/22/2021

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

148 _____
 149 Authentisign Chris Youngers 12/22/2021

- 151 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.
 152 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of
 153 any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- 154 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
 155 advised to have the property examined by professional inspectors.
- 156 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical
 157 defects in the property. I state that no important representations concerning the condition of the property are being relied
 158 upon by me except as disclosed above or as fully set forth as follows: _____
 159 _____
- 160 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 161 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire
 162 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)
 163 at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
- 164 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base
 165 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise
 166 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information
 167 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I
 168 may find information by contacting the Metropolitan Area Planning Department.

169 _____
 170 Buyer Date Buyer Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form or that its use is appropriate for all situations. Copyright 2018.

Rev. 7/18 Seller's Initials _____ Buyer's Initials _____

Form# 1005
 InstantFORMS



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 157.91 +/- Acres 39th & 295th St - Garden Plain, KS 67050

DOES THE PROPERTY HAVE A WELL? YES EH NO

If yes, what type? Irrigation Drinking Other

Location of Well:

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

If yes, what type? Septic Lagoon

Location of Lagoon/Septic Access:

Authentisign Elaine Hampton	11/22/2021
Owner	Date
Authentisign Monte Hampton	11/22/2021
Owner	Date
Authentisign Joseph Carpenter	12/01/2021
Authentisign Barb Downey	12/01/2021
Authentisign Heather Welch	11/22/2021
Authentisign Don Welch	11/22/2021
Authentisign Chris Youngers	11/22/2021



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

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

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

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

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

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

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

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>

FSA - 578 (Producer Print)

Producer Name and Address

REPORT OF COMMODITIES

FARM AND TRACT DETAIL LISTING

PROGRAM YEAR: 2021

DATE: 12/07/2021

PAGE: 1

GARDEN PLAIN, KS 67050-9108

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.

Public reporting burden for this collection of information is estimated to average 15 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. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0175), Washington, D. C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Farm	Tract	CLU/ Field	Crop/ Comm	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Crop Qty Land	Planting Date	P/P	End Date	Producer Share	Producer Name	FSA Physical Location	NAP Unit	Signature Date	Field ID	
4458	9450	1	WHEAT HRW	GR			N	C	N	I	A	132.56	Yes	9/23/20	01				Sedgwick, Kansas	7662	1/27/21		
		2	GRASS NAG	FG			N	C	N	I	A	25.26	No		01	CC				Sedgwick, Kansas	1045	11/15/16	

Photo Number/Legal Description: E-13 SW1/4 8-28-3W

Farmland: 157.82

Cropland: 132.56

Reported on Cropland: 132.56

Difference: 0.00

Reported on Non-Cropland: 25.26

[illegible]

Farming Operation Totals

[illegible]

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(s) 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.

Producer's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	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 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) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 30125916

Receipt #: 2285637
Pages Recorded: 3

Recording Fee: \$55.00

Cashier: KVENATOR

Authorized by *Tonya Buckingham*

Date Recorded: 12/21/2021 03:47:04 PM



Please do not remove this cover page, it has become part of this document

Grantor	ARMSTRONG DONALD C RLS 780
Grantee	UNPLATTED
Type of Document	PLAT.LTSP
Recording Fees	\$55.00
Mtg Reg Tax	\$0.00
Total Amount	\$55.00
Return Address	DONALD C ARMSTRONG RETURNED TO CSTMR / 316-263-0082



Armstrong Land Survey, P.A.

1601 E. Harry
WICHITA, KS 67211

Ph. (316)263-0082
donna@armstrongsurvey.com

PARCEL SPLIT

State of Kansas)
County of Sedgwick) SS

I, Donald C. Armstrong, registered and authorized to practice Land Surveying in said state and county do hereby certify that I prepared for the following to split a parcel:

TRACT 1: The South Half of the Southwest Quarter of the Southwest Quarter of Section 8, Township 28 South, Range 3 West of the 6th P.M., Sedgwick County, Kansas, containing 20.223 acres more or less and subject to easements of record.

TRACT 2: The North Half of the Southwest Quarter of the Southwest Quarter of Section 8, Township 28 South, Range 3 West of the 6th P.M., Sedgwick County, Kansas, containing 20.263 acres more or less and subject to easements of record.

TRACT 3: The South Half of the Northwest Quarter of the Southwest Quarter of Section 8, Township 28 South, Range 3 West of the 6th P.M., Sedgwick County, Kansas, containing 20.304 acres more or less and subject to easements of record.

TRACT 4: The North Half of the Northwest Quarter of the Southwest Quarter of Section 8, Township 28 South, Range 3 West of the 6th P.M., Sedgwick County, Kansas, containing 20.344 acres more or less and subject to easements of record.

TRACT 5: The Northeast Quarter of the Southwest Quarter of Section 8, Township 28 South, Range 3 West of the 6th P.M., Sedgwick County, Kansas TOGETHER WITH the East 50 feet of the Southeast Quarter of the Southwest Quarter of said Section 8, containing 41.948 acres more or less and subject to easements of record.

TRACT 6: The Southeast Quarter of the Southwest Quarter of Section 8, Township 28 South, Range 3 West of the 6th P.M., Sedgwick County, Kansas EXCEPT the East 50 feet thereof, containing 38.742 acres more or less and subject to easements of record.

The accompanying sketch is a true and correct exhibit of said descriptions.

Date: December 8, 2021

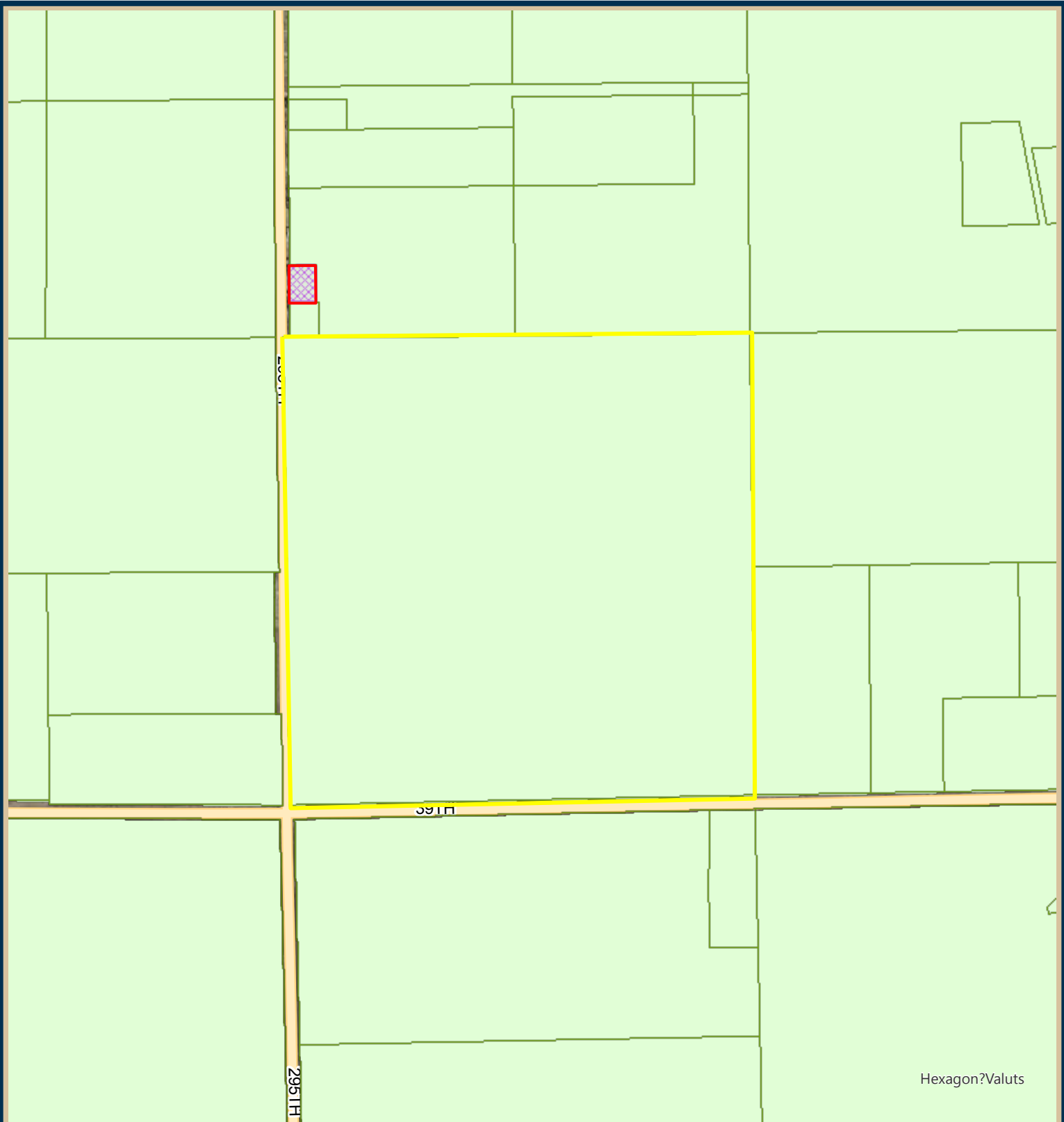

Donald C. Armstrong R.L.S.#780



Reviewed in accordance with K.S.A. 58-2005 on this 21st December, 2021




Tricia L. Robello, PLS #1246
Deputy County Surveyor
Sedgwick County, Kansas



Geographic Information Services

Sedgwick County...
working for you

157.91 Acres at 39th St. & 295th St., Garden Plain, KS 67050 - Zoning Rural Residential

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

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

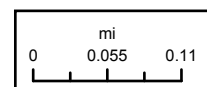
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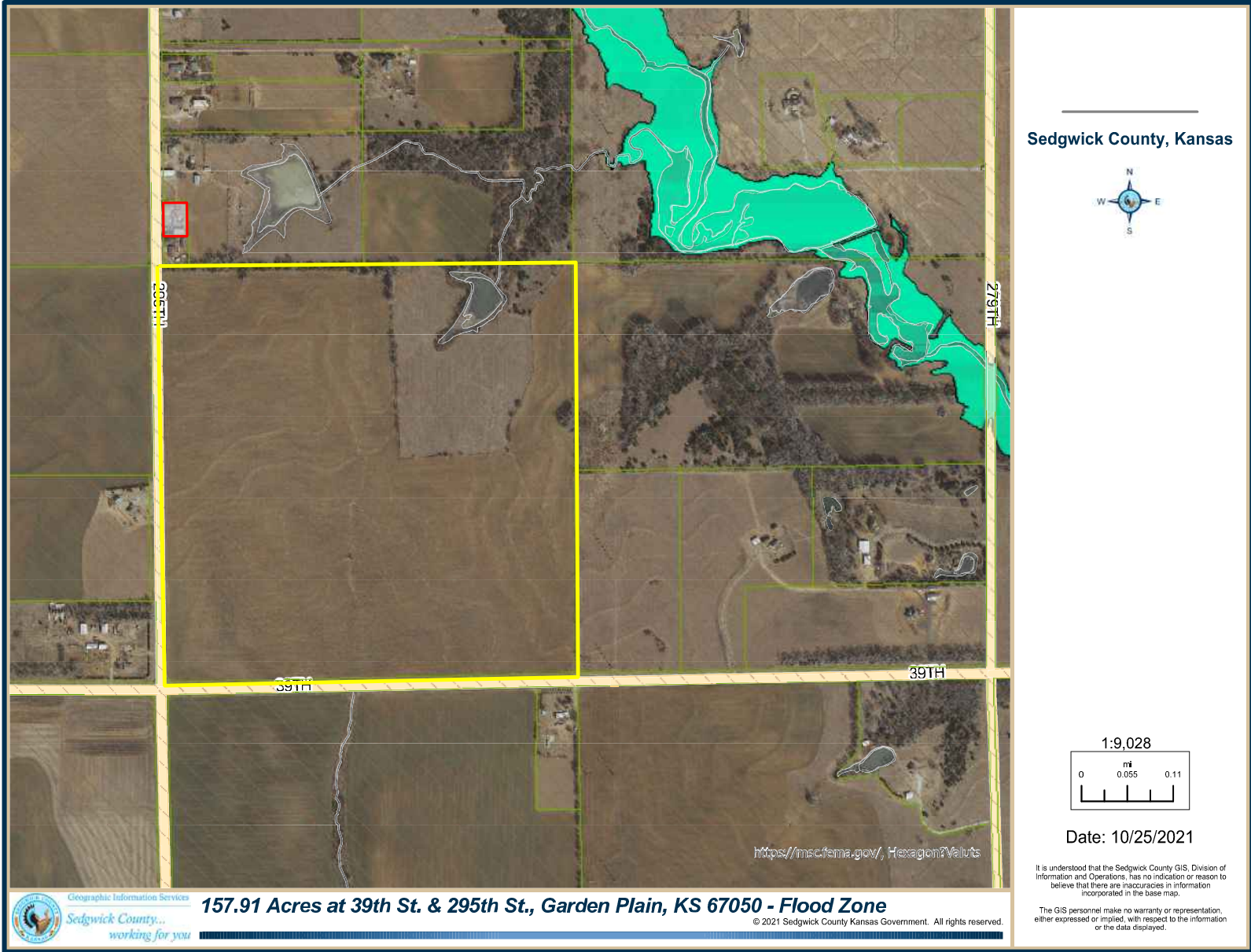
Date: 10/25/2021

Sedgwick County, Kansas



1:9,028





Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood Hazard

A



A

AE



AE

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDERATION

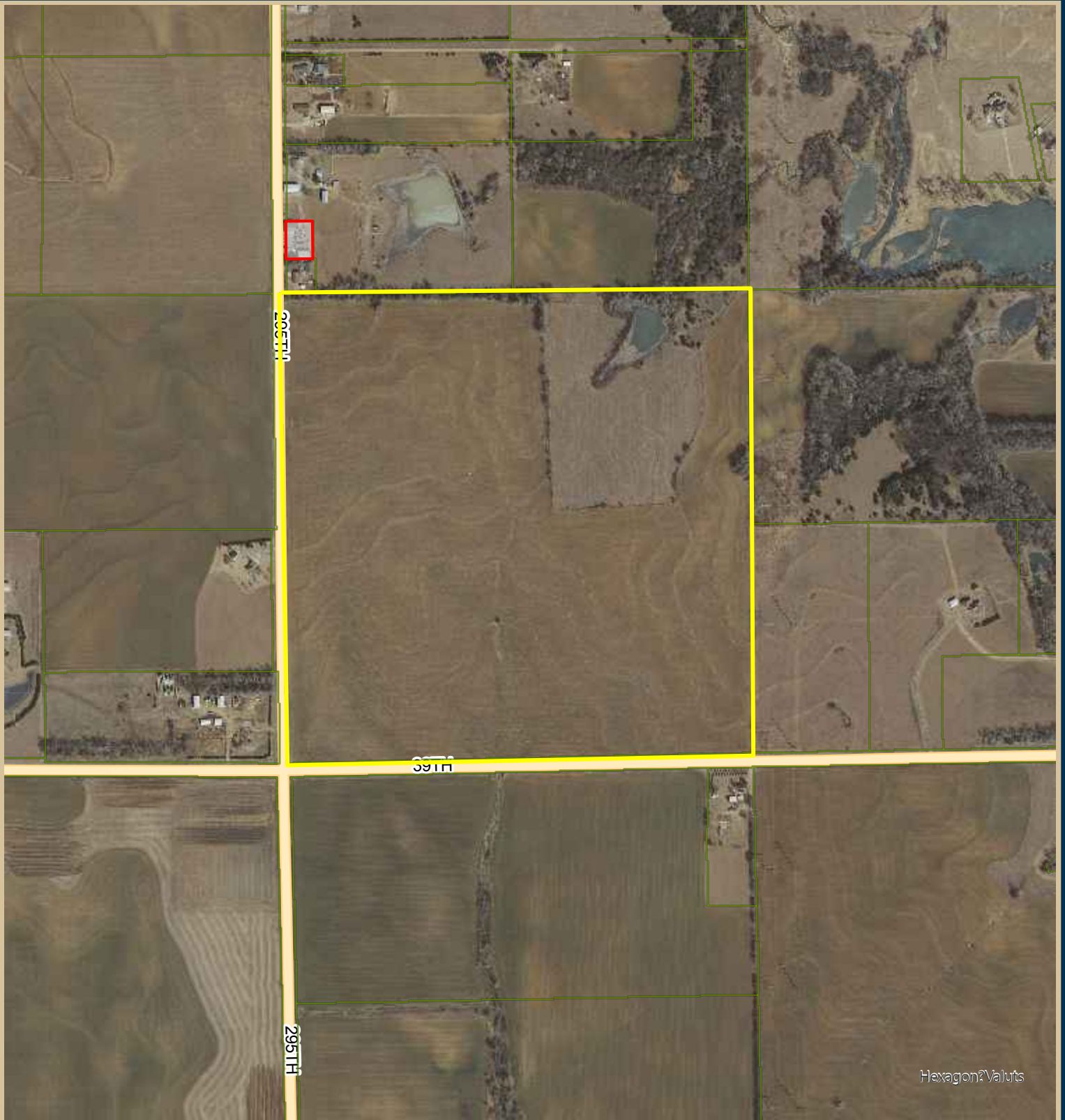
X



X

Area Not Included





Geographic Information Services
Sedgwick County...
working for you

157.91 Acres at 39th St. & 295th St., Garden Plain, KS 67050 - Aerial

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

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

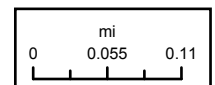
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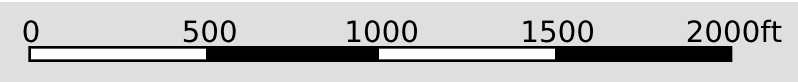
Date: 10/25/2021

Sedgwick County, Kansas



1:9,028





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

| Boundary 157.84 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	119.45	75.67	0	57	2e
5958	Shellabarger sandy loam, 3 to 6 percent slopes, eroded	25.55	16.19	0	47	3e
5956	Shellabarger sandy loam, 1 to 3 percent slopes	11.68	7.4	0	53	2e
5957	Shellabarger sandy loam, 3 to 6 percent slopes	1.16	0.73	0	56	3e
TOTALS		157.85(*)	100%	-	55.07	2.17

(*) 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

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



UNDERSTANDING MULTI-TRACT BIDDING

A Multi-Tract Auction allows multiple tracts of real estate to be sold collectively or in any desired combination. This method of auction will offer multiple rounds of bidding allowing for bids on individual tracts, any combination of tracts, and all tracts together. The auction will begin with each tract being offered individually, followed by multiple rounds where bidders can make combinations and increase their previous bids to stay in the winning position. Bidding rounds will conclude when bidders no longer want to create new combinations or raise previous bid amounts. A digital board will be displayed to guide you through the auction process and have a clear understanding of current bid amounts.



Round 1:

- The auction will begin in offering each tract individually – typically the tracts will be offered high bidders choice.
- The high bidder is granted the right to select their choice tract or tracts. In the event that the high bidder selects multiple tracts, their bid is applied to each tract selected.
- The remaining properties are then offered for bidding and the process repeats itself until all tracts have been selected.

ROUND 1 SAMPLE DIGITAL BOARD

BIDDER #	TOTAL BID	PER ACRE	ACRES	TRACTS
35	\$350,000	\$17,500	20	1
49	\$125,000	\$8,333	15	2
18	\$175,000	\$17,500	10	3
33	\$300,000	\$10,000	30	4
87	\$200,000	\$8,000	25	5

Round 2

- Round 2 IS NOT conducted in a standard auction format. Instead, bidders can increase the bid for individual tracts or create any combination they desire of multiple tracts.
- Ringman will assist bidders with calculations to create new combinations and increase existing bids.
- Ringman will communicate bids to the auctioneer.
- As new bids are placed, the board will update to reflect current high bid amounts.
- The board will show the “leaders”, which are the current highest bids, and will show previous bids and combinations.
- The ringman can calculate and the board will show the next amount a bidder would need to place to become the high bidder.
- The auction is complete with there are no more bids or combinations presented to the auctioneer.

ROUND 2 SAMPLE DIGITAL BOARD

BIDDER #	TOTAL BID	PER ACRE	ACRES	TRACTS
Leaderboard				
79	\$490,000	\$14,000	35	1 & 2
62	\$550,000	\$10,000	55	4 & 5
18	\$300,000	\$25,000	10	3
Bidding Combinations “Out”				
35	\$350,000	\$17,500	20	1
49	\$125,000	\$8,333	15	2
33	\$300,000	\$10,000	30	4
87	\$200,000	\$8,000	25	5

**This digital board will update in-time with the most recent combinations or individual tract bids.*

Things to Note:

- “All tract” bids are accepted at any time during Round 2. If you wish to place an “all tract” can be placed though a ringman.
- If you are a high bidder, but a combination bid is placed above you, that does not necessarily mean that you will not become the leader on that individual tract again at some point during the auction. Additional bids and combinations may put you back in the lead.
- After all bids are exhausted the auctioneer will declare the winning bidders, which could be for all tracts, combinations or individual tracts.





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*)

