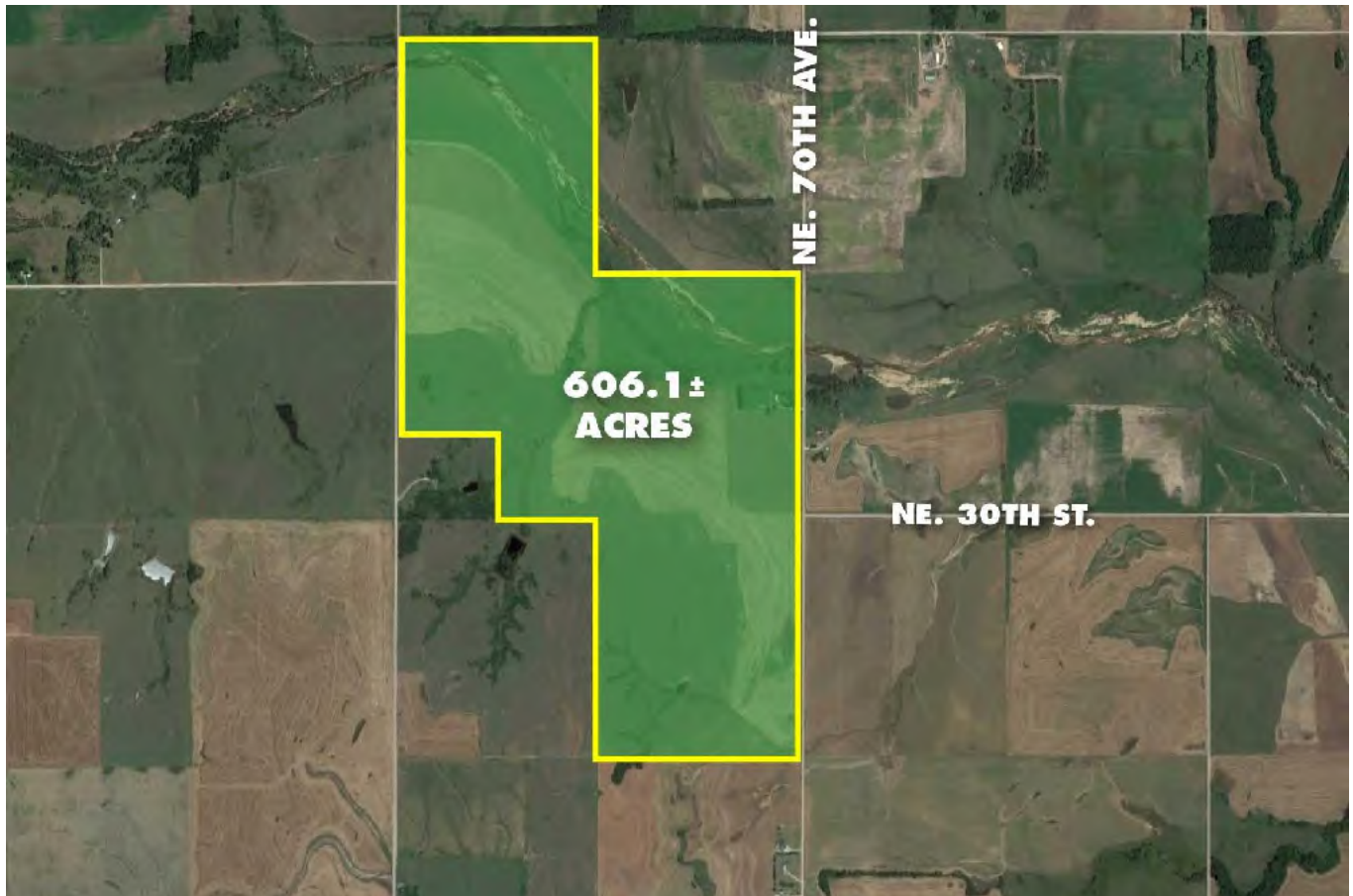


PROPERTY INFORMATION PACKET

THE DETAILS



3219 NE 70th Ave | Kingman, KS 67068

AUCTION: BIDDING OPENS: Tues, March 22nd @ 2:00 PM

BIDDING CLOSING : Thurs April 7th @ 2:00 PM

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



McCurdy
REAL ESTATE & AUCTION



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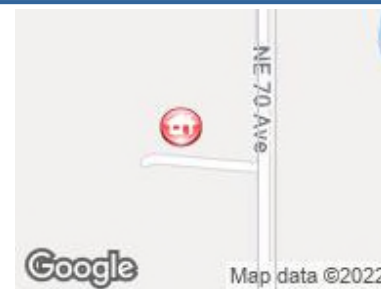
PROPERTY DETAIL PAGE
SELLER'S PROPERTY DISCLOSURES
LEAD BASED PAINT DISCLOSURE
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
POSSESSION AGREEMENT PURSUANT TO LEASE
FARM & PASTURE LEASE
PRELIMINARY TITLE WORK
FSA RECORDS
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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

ALL FIELDS CUSTOMIZABLE



MLS # 608628
Status Active
Contingency Reason
Area KNG - Kingman County
Address 3219 NE 70 Ave
City Kingman
Zip 67068
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 3
Total Bedrooms 3.00
AG Full Baths 1
AG Half Baths 0
Total Baths 1
Garage Size 2
Basement Yes - Unfinished
Levels One Story
Approximate Age 81+ Years
Acreage 10.01 or More

Approx. AGLA 1168
AGLA Source Court House
Approx. BFA 0.00
BFA Source Court House
Approx. TFLA 1,168
Lot Size/SqFt 606.1 acre
Number of Acres 606.10

GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	13.11x10.7
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Carpet
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	800-301-2055	Living Room Dimensions	20x12.5
Year Built	1940	Living Room Flooring	Carpet
Parcel ID	04802-4-20-0-00-00-001.00-0	Kitchen Level	Main
School District	Pretty Prairie School District (USD 311)	Kitchen Dimensions	10.7x10.1
Elementary School	Pretty Prairie	Kitchen Flooring	Laminate - Other
Middle School	Pretty Prairie	Room 4 Type	Bedroom
High School	Pretty Prairie	Room 4 Level	Main
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	9.8x12.2
Legal	Long Legal, See taxes - 2 parcels selling as one	Room 4 Flooring	Carpet
List Date	3/5/2022	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Main
Sub-Agent Comm	0	Room 5 Dimensions	9.6x14
Buyer-Broker Comm	3	Room 5 Flooring	Carpet
Transact Broker Comm	3	Room 6 Type	Family Room
Variable Comm	Non-Variable	Room 6 Level	Main
Days On Market	20	Room 6 Dimensions	13.3x13.6
Input Date	3/15/2022 11:48 AM	Room 6 Flooring	Carpet
Update Date	3/25/2022	Room 7 Type	
Status Date	3/15/2022	Room 7 Level	
Price Date	3/15/2022	Room 7 Dimensions	
		Room 7 Flooring	
		Room 8 Type	
		Room 8 Level	
		Room 8 Dimensions	
		Room 8 Flooring	
		Room 9 Type	
		Room 9 Level	
		Room 9 Dimensions	
		Room 9 Flooring	
		Room 10 Type	
		Room 10 Level	
		Room 10 Dimensions	
		Room 10 Flooring	
		Room 11 Type	
		Room 11 Level	
		Room 11 Dimensions	
		Room 11 Flooring	

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions NE 30th St & NE 70th Ave - North to Home

FEATURES

ARCHITECTURE Traditional	GARAGE Detached Opener Oversized	HEATING Forced Air Gas	INTERIOR AMENITIES Window Coverings-All
EXTERIOR CONSTRUCTION Frame Vinyl/Metal Siding	FLOOD INSURANCE Unknown	DINING AREA Living/Dining Combo	POSSESSION At Closing
ROOF Composition	UTILITIES Septic Natural Gas Rural Water	KITCHEN FEATURES Electric Hookup Laminate Counters	PROPOSED FINANCING Other/See Remarks
LOT DESCRIPTION River/Creek Wooded	BASEMENT / FOUNDATION Partial Std Bsmt Window no-egress	APPLIANCES Dishwasher Refrigerator Range/Oven	WARRANTY No Warranty Provided
FRONTAGE Unpaved Frontage	BASEMENT FINISH None	MASTER BEDROOM Master Bdrm on Main Level	OWNERSHIP Trust
EXTERIOR AMENITIES Ag Outbuilding(s) Corral Patio Fence-Other/See Remarks Guttering Security Light Storm Door(s) Storm Windows/Ins Glass Outbuildings	BASEMENT FINISH None COOLING Central Electric	AG OTHER ROOMS Family Room-Main Level	PROPERTY CONDITION REPORT No
		LAUNDRY Main Floor Separate Room 220-Electric	SHOWING INSTRUCTIONS Appt Req-Call Showing #
			LOCKBOX Other-See Private Remarks
			TYPE OF LISTING Excl Right w/o Reserve
			AGENT TYPE Sellers Agent

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$3,788.62	Home Warranty Purchased	Unknown
General Tax Year	2021	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, March 22nd, 2022 at 2:00 PM (cst) | BIDDING CLOSING: Thursday, April 7th, 2022 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. This property is in a great location merely 1.5 miles from Highway 400, less than 2 miles from 21st, and less than 15 minutes to Cheney Lake! This beautiful farm and ranch has been in the family for nearly 100 years. This wonderful homestead offers rolling terrain with Smoots Creek running through the property. Don't miss this rare opportunity to acquire over 760 acres with 606 acres being contiguous. Land: Wooded area for recreational use Hunting and fishing Spring fed pond Smoots Creek running through the property Fantastic outbuildings Equipment building (28x27) w/ 3 overhead doors & concrete floor Livestock barns & pens Corral area Silo Farm cash rent \$45 per acre, tenant farmer will maintain possession until the current wheat crop has been harvested, upon harvesting wheat crop the tenant will surrender possession. Pasture cash rent \$8,000 per year, tenant farmer will release possession on November 1st, 2022 House: 3-bedroom, 1 -bathroom Eat-in kitchen Family room with a kitchenette area Unfinished basement Large two-car detached garage Covered front and side entryways Permanent metal siding Pretty Prairie schools The current owner is retiring and this property has been in the family since the early 1900s! Don't miss out on this once-in-a-lifetime opportunity to purchase a farm and ranch of this quality. | 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 if \$800,000. For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$50,000 for 30 days and \$75,000 for 45 days

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	mccurdy.com	Auction Offering	Real Estate Only
Auction Date	3/22/2022	Auction Start Time	2 PM

AUCTION

Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	50,000.00	1 - Open for Preview	
1 - Open/Preview Date	3/24/2022	1 - Open Start Time	3:30pm
1 - Open End Time	5:30pm		

TERMS OF SALE

Terms of Sale See Associated Documents.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





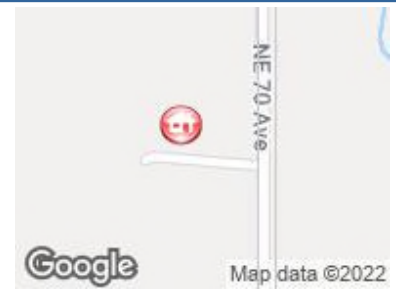
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ALL FIELDS CUSTOMIZABLE



MLS # 608632
Class Land
Property Type Farm
County Kingman
Area KNG - Kingman County
Address 3219 NE 70th Ave
Address 2
City Kingman
State KS
Zip 67068
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	3/5/2022
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	04802-4-20-0-00-00-001.00-0	Sub-Agent Comm	0
Number of Acres	606.10	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	606.1 acre	Variable Comm	Non-Variable
School District	Pretty Prairie School District (USD 311)	Virtual Tour Y/N	
Elementary School	Pretty Prairie		
Middle School	Pretty Prairie		
High School	Pretty Prairie		
Subdivision	NONE		
Legal	long legal, see taxes. 2 parcels selling as 1		

DIRECTIONS

Directions NE 30th St & NE 70th Ave - North to Home

FEATURES

SHAPE / LOCATION Irregular TOPOGRAPHIC Level Rolling Stream/River Wooded PRESENT USAGE Pasture Recreational Tillable ROAD FRONTAGE Dirt County	UTILITIES AVAILABLE Electricity Natural Gas Public Water Septic Tank Installed IMPROVEMENTS Farm House Fencing OUTBUILDINGS Garage Equipment Barn Livestock Barn Livestock Pens Silo	MISCELLANEOUS FEATURES Mineral Rights Included Water Access DOCUMENTS ON FILE Leases FLOOD INSURANCE Unknown SALE OPTIONS Other/See Remarks PROPOSED FINANCING Other/See Remarks POSSESSION At Closing SHOWING INSTRUCTIONS Call Showing #	LOCKBOX Other-See Private Remarks AGENT TYPE Sellers Agent OWNERSHIP Trust TYPE OF LISTING Excl Right w/o Reserve HOUSE FEATURES Frame 1001-1500 SQFT BUILDER OPTIONS Open Builder
---	--	---	--

FINANCIAL

Assumable Y/N	No
General Taxes	\$3,788.62
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

AUCTION

Auction Date	3/22/2022	Auction Location	mccurdy.com
Auction Offering	Real Estate Only	Auction Start Time	2 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	04/06/2022 @ 5 PM	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

TERMS OF SALE

Terms of Sale See Associated Documents.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





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HOME

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 445.6 +/- Acres At NE 30 St & NE 70 Ave - Kingman, KS 67570

Seller:

Date of Purchase:

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on 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, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

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

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

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

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

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

PART I

APPLIANCES					ELECTRICAL						
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
☒	☐	☐	☐	☐	Disposal	☒	☐	☐	☐	Smoke/Fire Detectors	
☐	☐	☐	☐	☒	Dishwasher	☐	☐	☒	☐	Light Fixtures	
☐	☐	☐	☒	☐	Oven <i>I don't know</i>	☐	☐	☒	☐	Switches/Outlets	
☐	☐	☐	☐	☐	Range (Circle One) ☐ Gas ☒ Electric	☒	☐	☐	☐	Ceiling Fan(s)	
☒	☐	☐	☐	☐	Microwave	☐	☐	☒	☐	Bathroom Vent Fan(s)	
					Built in (Circle One) ☐ YES ☐ NO	☐	☐	☒	☐	Telephone Wiring/Blocks/Jacks	
☒	☐	☐	☐	☐	Range Hood	☐	☐	☒	☐	Door Bell	
					Vented Outside (Circle One) ☐ YES ☐ NO	☒	☐	☐	☐	Intercom	
☐	☐	☒	☐	☐	Kitchen Refrigerator	☐	☐	☒	☐	Garage Door Opener	
☐	☐	☒	☐	☐	Clothes Washer	# of Remotes: <i>1</i>				Keypad Entry: (Circle One) ☐ YES ☒ NO	
☐	☐	☒	☐	☐	Clothes Dryer	☐	☐	☒	☐	Aluminum Wiring	
☒	☐	☐	☐	☐	Trash Compactor	☐	☐	☒	☐	Copper Wiring	
☒	☐	☐	☐	☐	Central Vacuum	☐	☐	☒	☐	220 Volt	
☒	☐	☐	☐	☐	Exterior Attached Gas Grill			☒		Service Panel Total Amps	
☐	☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	Security System	
☐	☐	☐	☐	☐	Other: _____					(Circle One) ☐ Own ☐ Rent/Financed	
☐	☐	☐	☐	☐	Other: _____					Company	
☐	☐	☐	☐	☐	Other: _____	Comments: <i>Stone Log oven NOT working</i>					
Comments:											

BUYER'S INITIALS: _____

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SELLER'S INITIALS: *PH*

3/20/2022

WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS							
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.	
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know		
☐	☐	☒	☐	☐	Sewage Systems	☐	☐	☒	☐	☐	Cooling System	
☐	☐	☒	☐	☐	Sump Pump				☐	☐	Type	
☒	☐	☐	☐	☐	Backup Sump Pump/Battery				☒	☐	Age	
☐	☐	☒	☐	☐	Plumbing	☐	☐	☒	☐	☐	Heating System	
					Type				☐	☐	Type	
☐	☐	☒	☐	☐	Water Heater (Circle One) ☐ Elect ☒ Gas				☒	☐	Age	
					Size & Age	☒	☐	☐	☐	☐	Window/Wall Air Conditioning Units	
☒	☐	☐	☐	☐	Instant Hot Water	☒	☐	☐	☐	☐	Electronic Air Filter	
☒	☐	☐	☐	☐	Water Softener	☒	☐	☐	☐	☐	Humidifier	
					(Circle One) ☐ Own ☐ Rent/Lease	☒	☐	☐	☐	☐	Fireplace	
					Company	☒	☐	☐	☐	☐	Fireplace Insert	
☒	☐	☐	☐	☐	Water Purifier/Reverse Osmosis	☒	☐	☐	☐	☐	Wood burning Stove	
☒	☐	☐	☐	☐	Underground Sprinkler System						Chimney/Flue - Date Last Cleaned	
					Backflow Device (Circle One) ☐ YES ☐ NO	☒	☐	☐	☐	☐	Gas Log Lighter	
					Date Last Tested or Inspected	☒	☐	☐	☐	☐	Whole House Attic Fan	
☒	☐	☐	☐	☐	Pool Equipment	☒	☐	☐	☐	☐	Solar Equipment	
☒	☐	☐	☐	☐	Hot Tub/Spa	☐	☐	☐	☒	☐	Propane Tank	
Comments:											(Circle One) ☐ Own ☐ Rent/Lease	
											Company	
MEDIA					Comments: <i>Under Ground tanks</i>							
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.	Any Additional Comments for Part I:						
None	Does Not Transfer	Working	Not Working	Don't Know								
☐	☒	☐	☒	☐	Satellite Dish							
☐	☐	☐	☐	☐	# of Rcvrs/Remotes							
☐	☐	☐	☐	☐	Attached Antennas							
☒	☐	☐	☐	☐	Cable TV Wiring/Jacks							
☐	☐	☐	☐	☐	Attached Television Mount(s)							
☒	☐	☐	☐	☐	Projector(s)							
☒	☐	☐	☐	☐	Projector Screen(s)							
☒	☐	☐	☐	☐	Surround Sound Speakers							
☒	☐	☐	☐	☐	Wired for Surround Sound							
Comments:												

BUYER'S INITIALS:

[Signature] 5/20/2022

Pg 2 of 7

SELLER'S INITIALS:

[Signature]

5/20/2022

**Instant
Forms**

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☒	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab
☐	☐	☒	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☐	☐	☒	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☐	☒	Cracks or flaws in the walls, floors or foundation?
☐	☐	☒	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☐	☒	Is there insulation in the walls?
☐	☒	☐	Is there insulation in the floors?
Additional Comments: _____			
YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
		☒	Age: _____ Type: _____
☐	☐	☒	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☐	☒	During your ownership, has the roof ever been ☒ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☐	☒	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☐	☒	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments: _____			
YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☐	☒	Presence of any mold/mildew in the property?
☐	☐	☒	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☒	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☒	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☒	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments: _____			

BUYER'S INITIALS: _____

Pg 3 of 7

SELLER'S INITIALS: SK 3/24/2007

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS
☐	☒	☐	Is the property connected to City Water?
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: <u>#1</u>
☐	☒	☐	Is the property connected to any private water systems? (Mark all that apply.) ☐ Drinking Well ☐ Irrigation Well ☐ Geo-Thermal Well
			Type: _____ Location: _____ Depth: _____
			Type: _____ Location: _____ Depth: _____
			Type: _____ Location: _____ Depth: _____
☐	☐	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)
☒	☐	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: _____ Tank Size: _____ Location: _____ # feet laterals: _____ # Feet infiltrators: _____ Location: _____
☒	☐	☐	Is the property connected to a lagoon system? Location: _____
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)
☐	☐	☒	To your knowledge, is there any problem relating to the waste disposal system?
Additional Comments:			
YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>			
☐	☒	☐	Any water leakage in or around the fireplace or chimney?
☐	☐	☒	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?
☐	☐	☒	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?
☐	☐	☒	Any leaks caused by appliances?
☐	☐	☒	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?
☐	☐	☒	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE
☐	☐	☒	Any accumulation of water within the basement/crawl space?
☒	☐	☐	Sump Pump(s) Location(s): _____
☐	☐	☐	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR
Additional Comments:			
YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT
☐	☐	☒	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.) ☐ WOOD DESTROYING INSECTS ☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☐	☒	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.) ☐ WOOD DESTROYING INSECTS ☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company? Company: _____ Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)
Additional Comments:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: [Signature] 2/20/2022

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☐	☐	If YES, is the property in compliance?
☐	☐	☒	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☒	☐	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☒	☐	☐	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☐	☒	Are you aware of groundwater contamination or other environmental concerns?
☐	☐	☒	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☒	☐	☐	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☐	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☐	☐	Lead-based paint (If YES, attach disclosure.)
☐	☐	☐	Radon gas in house or well If YES, has mitigation been performed? (Mark One) ☐ YES ☐ NO
☐	☐	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	Other: _____
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☐	☐	To your knowledge, are any of the above conditions present near your property?

Comments:

YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☐	☒	☐	Have you had a survey of the property? (If YES, attach copy if available.)
☐	☐	☒	Are the boundaries of your property marked in any way?
☒	☐	☐	Is there any fencing on the boundaries of the property?
☐	☐	☐	Does fencing belong to the property? If YES, which sides? _____
☒	☐	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☐	☒	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☐	☒	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☐	☒	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☐	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☐	☒	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☐	☒	Do you know of any of the following items that have occurred on the property or in the immediate area?
			(Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING

Comments:

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9
SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION			
The law requires that the Seller disclose the existence of special assessments against a property.			
☐	☐	☒	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☐	☒	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
		☒	Owner ☐ County ☐ Public Record ☐ Other: _____
☐	☐	☒	Is the property subject to rules or regulations of an active Homeowner's Association?
		☒	Annual Dues? _____ Initiation Fee? _____
		☒	Homeowner's Association contact information: _____
☐	☐	☒	Is the property subject to a right of first refusal?
☐	☐	☒	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☐	☒	Any violations of such covenants and restrictions?
Comments:			
YES	NO	DON'T KNOW	SECTION 10
MISCELLANEOUS			
☐	☐	☒	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☐	☒	Is the present use of the property a non-conforming use?
☐	☒	☐	Have you had any insurance claims in the past five years?
☐	☐	☒	Were repairs made? If so,
☐	☐	☒	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☐	☒	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☐	☒	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☒	☐	☐	Does any other personal property remain? If YES, please list: <u>Bookshelves, Wall Hangings</u>
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☒	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☒	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☐	☒	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
☐	☒	☐	Is the property in a historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☐	☒	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☐	☒	Are there any transferable warranties on the property or any of its components?
Comments:			
Any Additional Comments For Part II:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: afm

SELLER'S ACKNOWLEDGEMENT

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.

Seller is occupant: ☒ YES ☐ NO

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.

SELLER: Alvin L. Miller 3/4/2022 SELLER: Alvin L. Miller 3/4/2022
Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

1. I have personally 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 REALTORS® 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 REALTORS® 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 www.ink.org/public/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: _____ BUYER: _____
Date Date

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® 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 March 2014.

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: 606.1 +/- Acres At NE 30 St. & NE 70 Ave - Kingman, KS 67570

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
21 ☐ ☐ ☐ ☒ ☐ Well/Pump _____
22 ☐ ☐ ☐ ☐ ☒ Drinking _____ Irrigation _____
23 _____ Location _____
24 _____ Depth _____
25 _____ Type _____
26 If on well water, has water ever shown test results of contamination? ☒ Yes ☐ No
27 Is the property connected to ☐ city ☒ rural water systems?
28 Rural Water Transfer? ☒ Yes ☐ No Transfer Fee \$ _____
29 ☐ ☐ ☐ ☐ ☐ Cistern _____
30 ☐ ☐ ☐ ☐ ☐ Other _____
31 _____ Comments: _____
32 _____

DRAINAGE/SEWAGE SYSTEMS

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

Seller's Initials CSM

Buyer's Initials _____

PART II

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

Yes
No
Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ Is there a propane tank on the property?
 44 If yes, is it ☐ owned ☐ leased?
 45 ☒ ☐ Is gas connected to property?
 46 If not, distance to nearest source? _____
 47 ☒ ☐ Is electricity connected to property?
 48 If not, distance to nearest source? _____
 49 ☒ ☐ To your knowledge, is there any additional costs to hook up utilities?
 50 If yes, please explain: None
 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 ☐ ☐ ☒ Comments: _____
 76 _____
 77 _____
 78 _____

HOMEOWNER'S ASSOCIATION

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

Seller's Initials EDM

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 |
| 99 | ☐ | ☒ | 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:

- | | | | |
|-----|--------------------------|--------------------------|---|
| 118 | | | |
| 119 | ☐ | ☐ | Mineral Rights: |
| 120 | | | <u>100</u> % pass with the land to the Buyer _____ % remain with the Seller |
| 121 | | | _____ % 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:

- | | | | |
|-----|-------------------------------------|--------------------------|--|
| 124 | ☒ | ☐ | |
| 125 | | | _____ pass with the land to the Buyer _____ remain with the Seller |
| 126 | | | _____ none _____ negotiable |
| 127 | | | _____ Other (please describe): _____ |

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

Water Rights:

- | | | | |
|-----|--|--|---|
| 132 | | | |
| 133 | | | <u>100</u> pass with the land to the Buyer - Permit # _____ |
| 134 | | | _____ remain with the Seller - Permit # _____ |
| 135 | | | _____ have been terminated |

Comments: _____

Seller's Initials ahm

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.

Alva Lee Mello 3/20/22
Seller _____ Date _____ Seller _____ Date _____

OR

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

Alva L Mello 3/20/22
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 _____

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.

Seller's Initials Alva Buyer's Initials _____

Property Address: 445.6 +/- Acres At NE 30 St & NE 70 Ave - Kingman, KS 67570**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards****Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**Purchaser's Acknowledgment (initial)**(c) ☐ Purchaser has received copies of all information listed above.(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.**Agent's Acknowledgment (initial)**(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>[Signature]</u>	<u>5/5/2022</u>	<u>[Signature]</u>	<u>5/5/2022</u>
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>3-5-2022</u>	<u>[Signature]</u>	<u>3-5-2022</u>
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>3-5-2022</u>	<u>[Signature]</u>	<u>3-5-2022</u>
Agent	Date	Agent	Date

Home and AWAAR WATER



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 445.6 +/- Acres At NE 30 St & NE 70 Ave - Kingman, KS 67570

DOES THE PROPERTY HAVE A WELL? YES (2) X NO

If yes, what type? Irrigation Land Drinking Other

Location of Well: 1 in Berens, 1 Along Water Pipe Neither Active

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

If yes, what type? Septic X Lagoon

Location of Lagoon/Septic Access: NORTH OF HOME

Alvin L Miller
Owner

9/5/2022
Date

Owner

Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 160.5 +/- Acres At NE 30 St & NE 70 Ave - Kingman, KS 67570

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Owner

Owner

Date

Date



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>

POSSESSION AGREEMENT PURSUANT TO LEASE

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

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

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

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

LANDLORD:

Lee Miller
Lee Miller, Trustee of the Alvin Miller Trust

3/22/2022
Date

TENANT:

3/22/22
Date

✓ 3/22/2022
Date

3/22/22
Date

FARM LEASE

THIS FARM LEASE is made and entered into this 1st day of December, 2021, by and between the Lee Miller, Trustee of the Alvin Miller Trust, hereinafter called "Landlord" and [REDACTED], a general partnership consisting of [REDACTED] hereinafter called "Tenant".

WITNESSETH:

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

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

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

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

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

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

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

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

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

destruction of the property beyond normal agricultural/farming practices.

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

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

Lee Miller Jan 1, 2022
Lee Miller, Trustee of the
Alvin Miller Trust, Landlord

[REDACTED]
a general partnership by:
[REDACTED]

PASTURE FARM LEASE

THIS PASTURE LEASE is made and entered into this 1st day of January, 2022, by and between the Lee Miller, Trustee of the Alvin Miller Trust, hereinafter called "Landlord" and I [REDACTED] a Kansas Limited Liability Company, hereinafter called "Tenant".

WITNESSETH:

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

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

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

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

Pasture land located in the Northwest Quarter (NW/4) and the South Half S(1/2) of Section Seventeen (17); and the Northeast Quarter (NE/4) of Section Twenty (20) ALL in Township Twenty-seven (27), Range Six (6) West of the 6th P.M., Kingman County, Kansas; said pasture land consisting of approximately 350 acres.

2. **TERM.** This lease shall commence on January 1, 2022 and shall continue until January 1, 2023, on a year to year basis.
3. **TERMINATION/CANCELATION.** If either party desires to terminate this lease, that party shall give the other party 30 days advanced written notice prior to March 1st of the year the lease is to terminate.
4. **POSSESSION.** The Tenant is in possession as the current Tenant. Upon proper termination of this lease as set forth herein, Tenant agrees to peacefully surrender possession of the premises to Landlord.
5. **RENTAL.** The Tenant will have possession of approximately 350 acres of pasture land. This shall be a cash rent agreement with the Tenant paying \$8000.00 each year. One-half (1/2) of rent shall be due on May 1, 2022 and one-half (1/2) shall be due on November 1, 2022. The same payment schedule shall remain in place during the term and any extension of this lease.

6. **GOVERNMENT PAYMENTS.** The parties agree if during the term of this lease, there are any government payments available through the agricultural stabilization conservation service or any other disaster relief program, it will be the Tenant's decision as to whether to participate. By this lease agreement, Landlord authorizes Tenant to execute whatever documents may be necessary with the USDA or FSA office until this lease is terminated. The Tenant shall be entitled to any and all government payments related to the leased property.
7. **OIL AND GAS LEASES.** Landlord specifically reserves the right to lease the property or any part thereof for oil, gas or other mineral exploration purposes during the term of this lease. Such oil, gas or mineral exploration shall be done in a manner as to not unreasonably interfere with the grazing operation of the Tenant.
8. **INSURANCE/INDEMNIFICATION.** Tenant will carry liability insurance covering Tenant's activities on the property and shall indemnify and hold harmless the Landlord from any and all claims or actions resulting from Tenant's use of the Property.
9. **WASTE/RESPONSIBILITY.** Tenant shall not use the property for disposal of waste or allow destruction of the property beyond normal agricultural/farming practices. Landlord shall be responsible to provide all materials for fencing upkeep and repairs. Tenant shall furnish labor necessary for fencing upkeep and repairs. The new fence currently being build shall be the responsibility of the Landlord, the tenant shall be responsible to maintain said fence after construction.
10. **BINDING EFFECT.** The provisions of this agreement shall be binding upon the parties, their heirs, executors, administrators and assigns.
11. **TAXES.** Landlord shall pay all real estate taxes on the property during the term of this lease when said taxes are due.

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

Lee Miller Jan 1, 2022

Lee Miller, Trustee of the
Alvin Miller Trust, Landlord

[Redacted]

a Kansas Limited Liability Comany by:

[Redacted]



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
410 N Main - PO Box 494
Kingman, KS 67068
Phone: (620) 532-2011
Fax: (620) 532-5383

Contact: **Regina Adelhardt**
Email: **radelhardt@security1st.com**

Prepared Exclusively For:
McCurdy Real Estate & Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822
Email: **sfrost@mccurdyauction.com;**
joxborrow@mccurdyauction.com

Report No: **2486382 Revision A**

Report Effective Date: **March 4, 2022, at 7:30 a.m.**

Property Address: **0 NE 70th Ave, Kingman, KS 67068**

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

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

Alvin Lee Miller Revocable Trust, dated January 28, 2003

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

The Northeast Quarter (NE/4) of Section Twenty (20), Township Twenty-seven (27) South, Range 6 West of the 6th P.M. Kingman County, Kansas

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.



Security 1st Title

Any questions regarding this report should be directed to: **Regina Adelhardt**

Phone: **620-532-2011**, Email: **radelhardt@security1st.com**

3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the Alvin Lee Miller Revocable Trust, dated January 28, 2003.**

In the alternative, we may be provided with a copy of said Trust together with all amendments thereto. We reserve the right to make any additional requirements we deem necessary.

6. **File a Trustee's Deed from the current acting trustees of the Alvin Lee Miller Revocable Trust, dated January 28, 2003 to To Be Determined.**

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

7. **Provide this Company with a properly completed and executed Owner's Affidavit.**

8. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)



Security 1st Title

Any questions regarding this report should be directed to: **Regina Adelhardt**
Phone: **620-532-2011**, Email: **radelhardt@security1st.com**

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. **General taxes and special assessments for the fiscal year 2021 in the original amount of \$372.12.**
First Installment: \$163.56, Paid
Second Installment: \$163.56, due on or before May 10, 2022
Property I.D. # 048-024-20-0-00-00-001.00-0



Security 1st Title

Any questions regarding this report should be directed to: **Regina Adelhardt**
Phone: **620-532-2011**, Email: **radelhardt@security1st.com**

8. **An easement for pipeline, recorded as Misc. Book 92, Page 72.
In favor of: Panhandle Eastern Pipe Line Company
Affects: NE/4 20-27-06 (contains additional property)**
9. **The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.**
10. **Subject to existing road, street or highway rights of way.**
11. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
12. **Rights of parties in possession under unrecorded leases.**
13. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Kingman County Register of Deeds.**

Dated: **March 4, 2022**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date
625	2	GRASS	SMO	FG		N	C	N	I	A	6.11		Yes		N	02/08/11	01	CC
Producer M-3 FARMS					Share	100.00	FSA Physical Location Kingman, Kansas								NAP Unit 2823	Signature Date 10/16/2017		
3		WHEAT	HRW	GR		N	C	N	I	A	92.06		Yes		N	09/22/21	01	
Producer M-3 FARMS					Share	100.00	FSA Physical Location Kingman, Kansas								NAP Unit 2823	Signature Date 12/07/2021		
10		WHEAT	HRW	GR		N	C	N	I	A	50.00		Yes		N	09/22/21	01	
Producer M-3 FARMS					Share	100.00	FSA Physical Location Kingman, Kansas								NAP Unit 2823	Signature Date 12/07/2021		

Tract 625 Summary

PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty		
01	WHEAT	HRW	GR	N	A	142.06	01	GRASS	SMO	FG	N	A	6.11									
Photo Number/Legal Description: SW4 10-27-6																						
Cropland: 148.17						Reported on Cropland: 148.17						Difference: 0.00						Reported on Non-Cropland: 0.00				
11713	2	WHEAT	HRW	GR	N	C	N	I	A	3.01		Yes		N	09/21/21	01						
Producer M-3 FARMS						Share 100.00	FSA Physical Location Kingman, Kansas								NAP Unit 2823	Signature Date 12/07/2021						
3	WHEAT	HRW	GR	N	C	N	I	A	66.20		Yes		N	09/21/21	01							
Producer M-3 FARMS						Share 100.00	FSA Physical Location Kingman, Kansas								NAP Unit 2823	Signature Date 12/07/2021						
4	ALFAL		FG	N	C	N	I	A	23.18		Yes		N	08/23/17	01							
Producer ALVIN L MILLER REV TRUST						Share 100.00	FSA Physical Location Kingman, Kansas								NAP Unit 5362	Signature Date 12/07/2021						
5	WHEAT	HRW	GR	N	C	N	I	A	49.73		Yes		N	09/21/21	01							
Producer M-3 FARMS						Share 100.00	FSA Physical Location Kingman, Kansas								NAP Unit 2823	Signature Date 12/07/2021						
11	WHEAT	HRW	GR	N	C	N	I	A	104.29		Yes		N	09/21/21	01							
Producer M-3 FARMS						Share 100.00	FSA Physical Location Kingman, Kansas								NAP Unit 2823	Signature Date 12/07/2021						
13	GRASS	NAG	GZ	N	C	N	I	A	351.16		No		N		01	CC						
Producer MALONEY RANCH LLC						Share 100.00	FSA Physical Location Kingman, Kansas								NAP Unit 4615	Signature Date 11/18/2020						

Tract 11713 Summary

PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01	WHEAT	HRW	GR	N	A	223.23	01	ALFAL		FG	N	A	23.18	01	GRASS	NAG	GZ	N	A	351.16
Photo Number/Legal Description: W2, SE4 17 (less 29.0 ac parcel); NE4 20-27-6																				
Cropland: 246.41					Reported on Cropland: 246.41					Difference: 0.00					Reported on Non-Cropland: 351.16					

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.

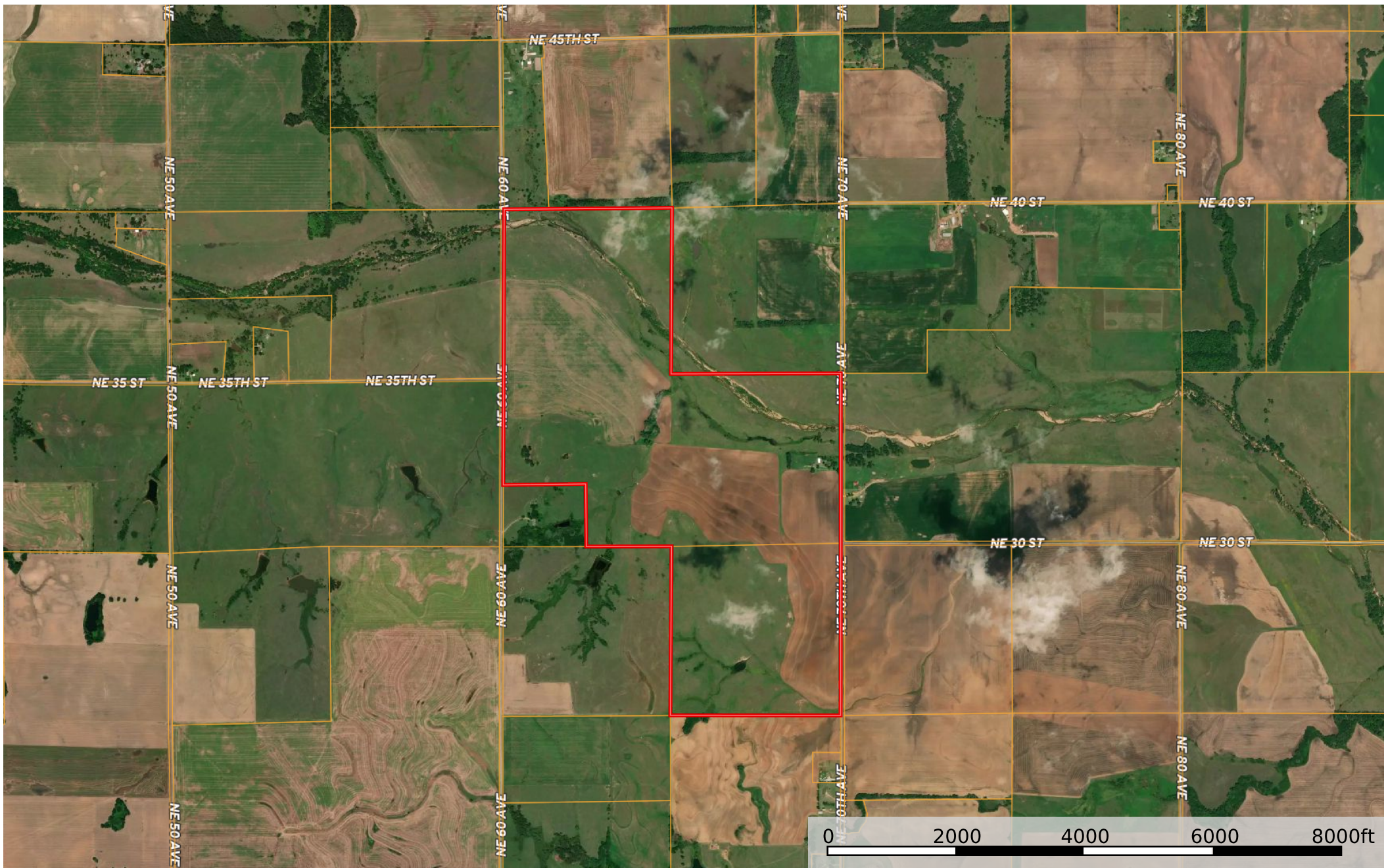
	Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share		Crop/ Commodity	Variety/ Type	Share
M-3 FARMS	WHEAT	HRW	100.00		GRASS	SMO	100.00								
MALONEY RANCH LLC	GRASS	NAG	100.00												
ALVIN L MILLER REV TRUST	ALFAL		100.00												

Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity		Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity
01	GRASS	NAG	GZ	N	A	351.16			01	WHEAT	HRW	GR	N	A	365.29	
01	ALFAL		FG	N	A	23.18			01	GRASS	SMO	FG	N	A	6.11	

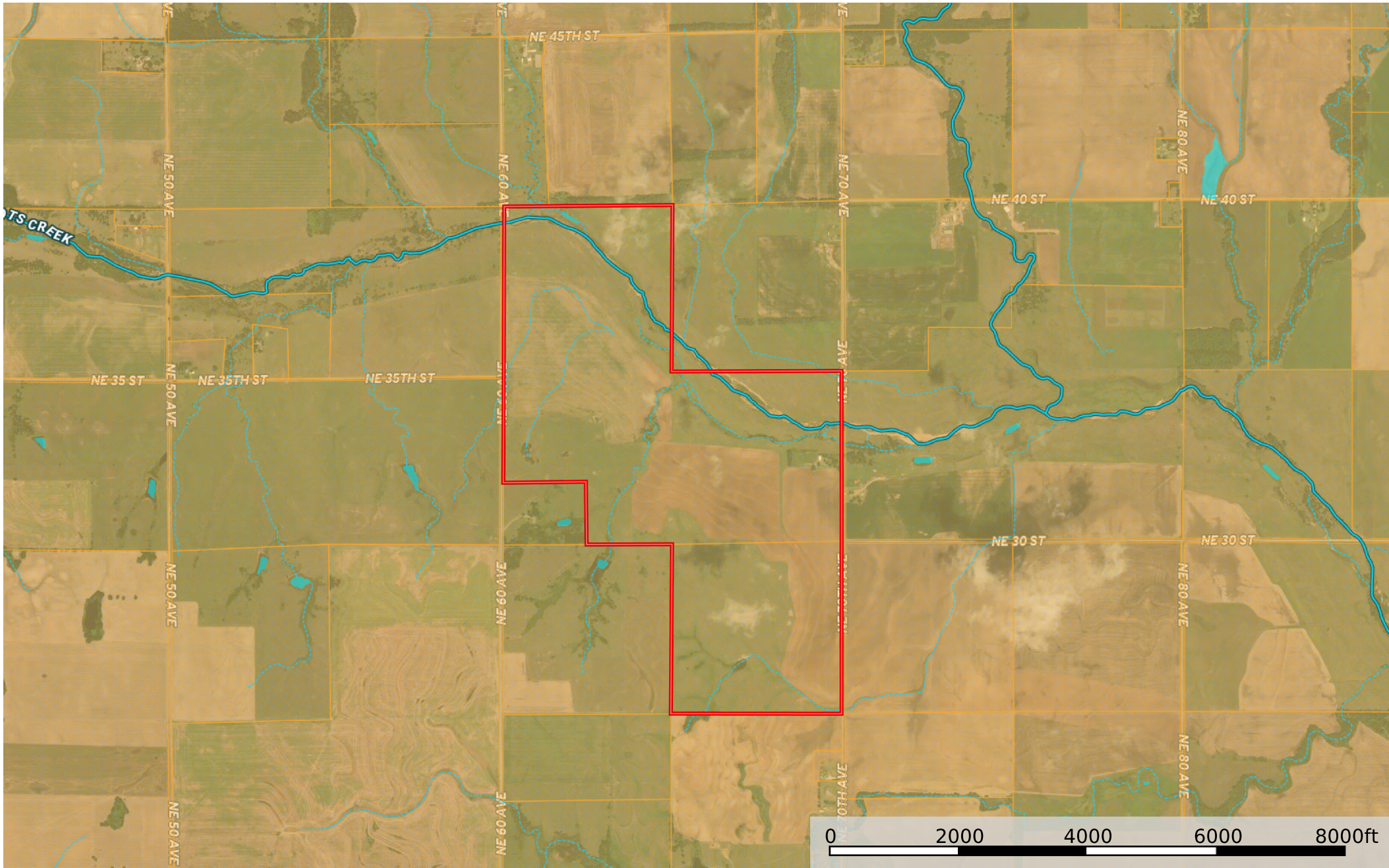
CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent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

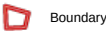
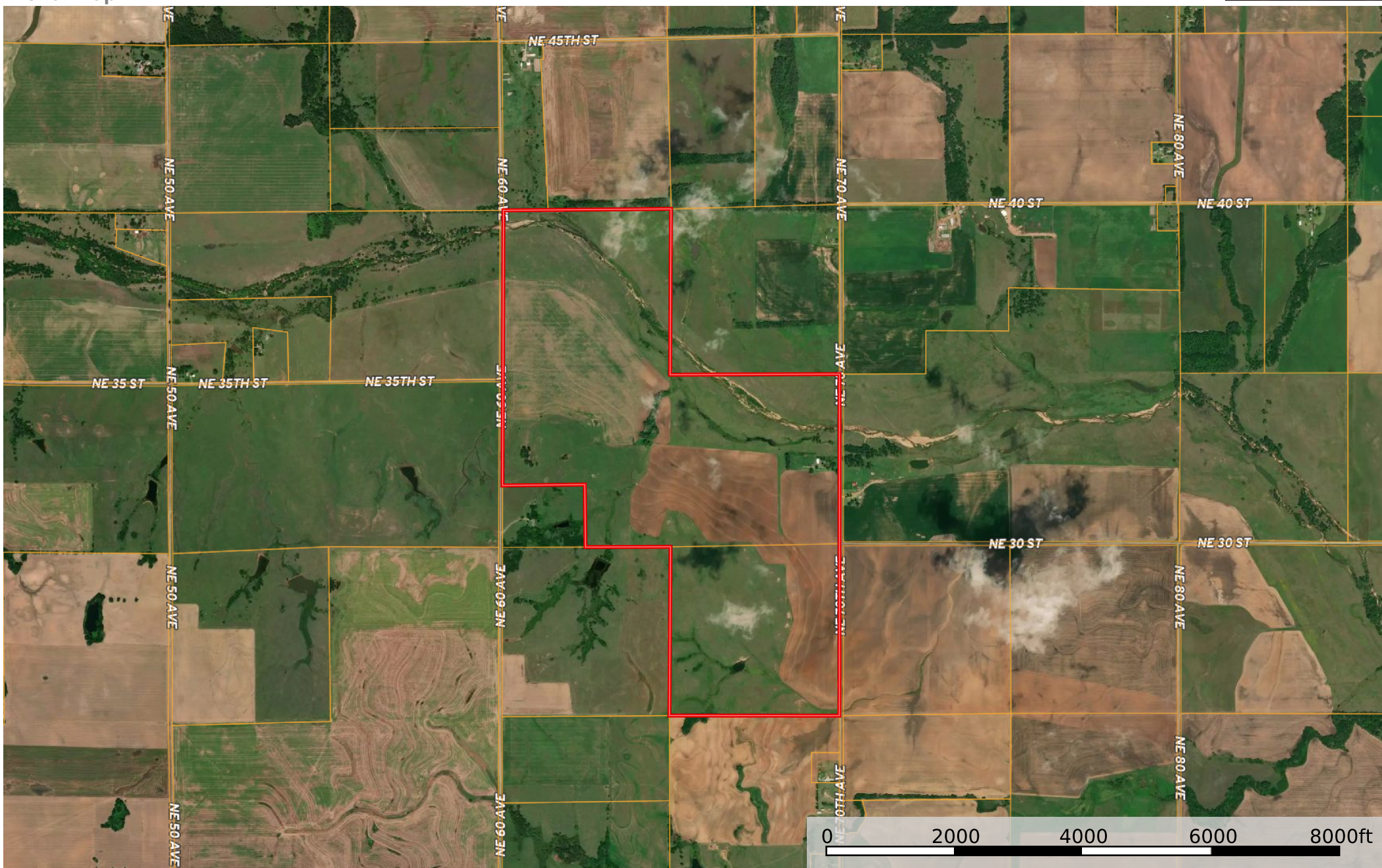
Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date
---------------------------	---	------

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.



 Boundary





TERMS AND CONDITIONS

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

7. Once submitted, a bid cannot be retracted.
8. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
9. The Real Estate is not offered contingent upon financing.
10. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and

all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any “invitee” relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

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

28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
29. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

