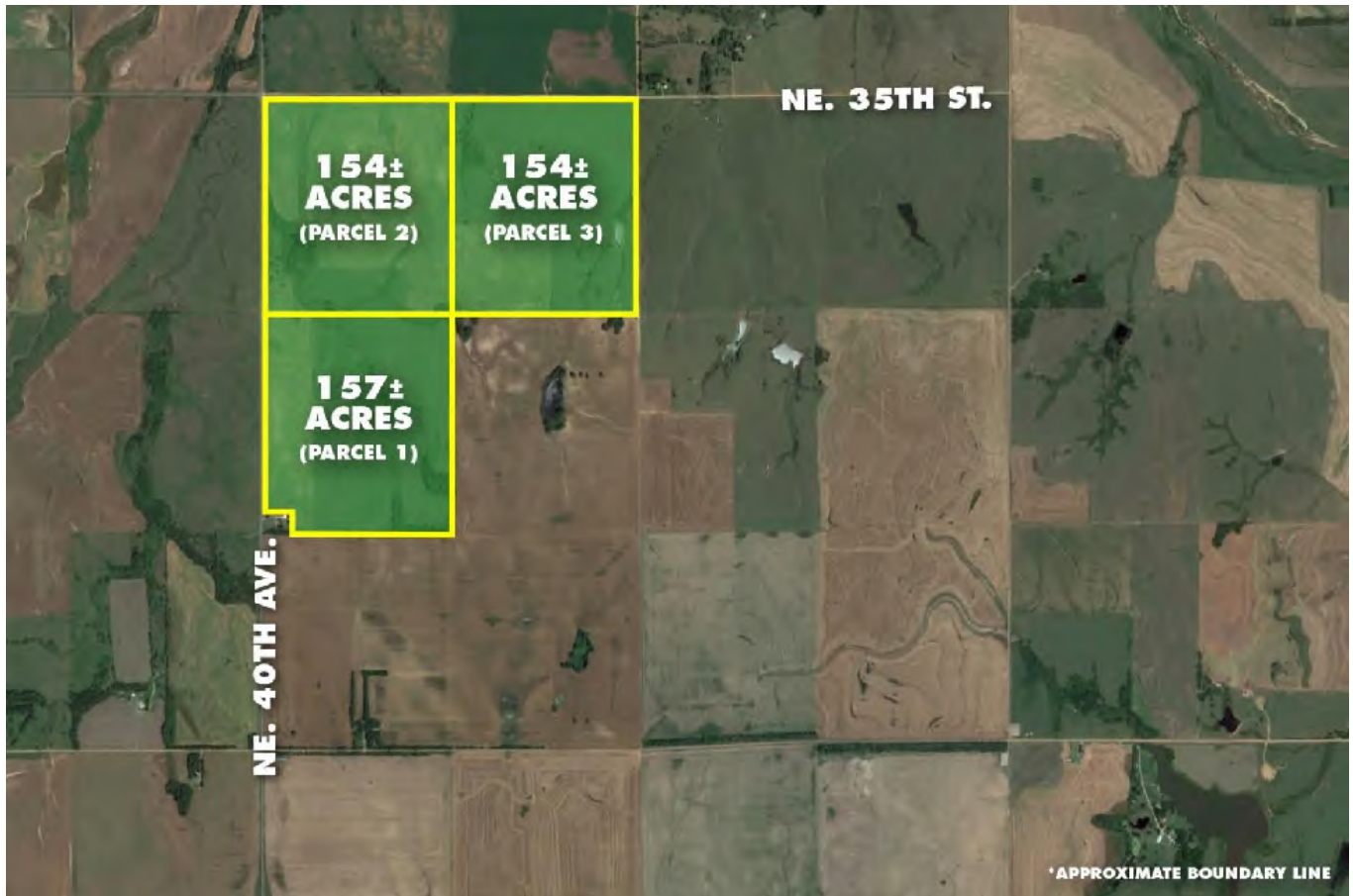


PROPERTY INFORMATION PACKET | THE DETAILS



465± Acres on NE 40th Ave: SELLING IN 3 PARCELS | Kingman, KS 67068

AUCTION: BIDDING OPENS: Tues, Nov 29th @ 2:00 PM
BIDDING CLOSING: Thurs, Dec 8th @ 2:00 PM

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



McCurdy
REAL ESTATE & AUCTION



Table of Contents

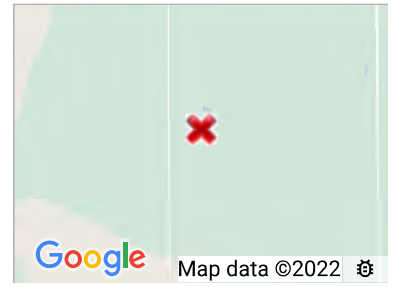
PROPERTY DETAIL PAGE
SELLER'S LAND DISCLOSURE
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
ACRE VALUE REPORT
SOIL MAP & REPORT
WATER FEATURES
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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 # 619000
Class Land
Property Type Undeveloped Acreage
County Kingman
Area KNG - Kingman County
Address 157 +/- Acres NE 40th Ave.
Address 2 Parcel 1
City Kingman
State KS
Zip 67068
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 4



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	11/5/2022
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	04803-6-24-0-00-00-002.00-0	Sub-Agent Comm	0
Number of Acres	157.00	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	6,838,920	Variable Comm	Non-Variable
School District	Kingman - Norwich School District (USD 331)	Virtual Tour Y/N	
Elementary School	Kingman	Days On Market	25
Middle School	Kingman	Cumulative DOM	25
High School	Kingman	Cumulative DOMLS	
Subdivision	NONE	Input Date	11/15/2022 4:27 PM
Legal		Update Date	11/29/2022
		Status Date	11/15/2022
		HotSheet Date	11/15/2022
		Price Date	11/15/2022

DIRECTIONS

Directions (Kingman) - East on 54/400, North on NE 40th Ave

FEATURES

SHAPE / LOCATION	ROAD FRONTAGE	FLOOD INSURANCE	AGENT TYPE
Rectangular	Paved	Unknown	Sellers Agent
TOPOGRAPHIC	UTILITIES AVAILABLE	SALE OPTIONS	OWNERSHIP
Pond/Lake	Other/See Remarks	Other/See Remarks	Individual
Rolling	IMPROVEMENTS	PROPOSED FINANCING	Trust
Stream/River	Fencing	Other/See Remarks	TYPE OF LISTING
Treeline	OUTBUILDINGS	POSSESSION	Excl Right w/o Reserve
Wooded	None	At Closing	BUILDER OPTIONS
PRESENT USAGE	MISCELLANEOUS FEATURES	SHOWING INSTRUCTIONS	Open Builder
Pasture	Mineral Rights Included	Call Showing #	
Recreational	DOCUMENTS ON FILE	LOCKBOX	
Tillable	Sellers Prop. Disclosure	None	
	Other/See Remarks		

FINANCIAL

Assumable Y/N	No
General Taxes	\$484.62
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

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, November 29th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, December 8th, 2022 at 2 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! KINGMAN COUNTY LAND AUCTION!!! 157+/- acres of prime recreational property with a nice combination of native pasture, tillable land, wooded areas, ponds, and spring which boasts an abundance of wildlife. With proximity to Smoots Creek, tillable acreage surrounding and native pasture with trees throughout, this has proven over the years to be a highway for deer. If you have been looking for a hybrid piece of land to invest in and enjoy this is your chance. Right on paved road frontage and only 1 mile north of Highway 54 this parcel can be perfect for anyone. Also being offered at auction are two other neighboring parcels, giving you the ability to purchase up to 465+/- contiguous acres. Don't miss your final opportunity to buy land this year! 157+/- acres (S24, T27, R07W, NW1/4) Ponds Wooded areas Spring Paved frontage 1 mile north of Highway 54 4 miles northeast of Kingman There is an existing cropland lease that is in effect. Possession of the pastureland to the buyer will be at closing. Possession of the tillable land will be after the wheat is harvested. The current agreement for the cropland is a 2/3RD, 1/3RD share with the landowner paying their share of fertilizer expense. This lease will pass to the new buyer. 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. 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. These three parcels of land are selling with a collective reserve and the final bids are subject to seller confirmation. Accordingly, bidding will be conducted on all three parcels and upon the conclusion of bidding on the third parcel, the sellers will then decide whether they accept the final bids on all parcels. If you are the top bidder on any of the parcels and the sellers accept your bid, you will be sent a Contract for Purchase and Sale and will tender the nonrefundable earnest money. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$20,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	11/29/2022	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	12/07/2022 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	20,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

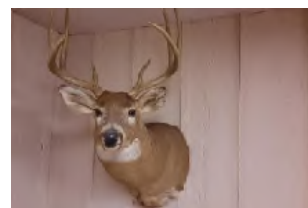
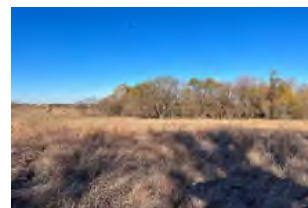
PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES





DISCLAIMER

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

ALL FIELDS CUSTOMIZABLE



MLS # 619018
Class Land
Property Type Undeveloped Acreage
County Kingman
Area KNG - Kingman County
Address 154 +/- Acres NE 140th Ave.
Address 2 Parcel 2
City Kingman
State KS
Zip 67068
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 4



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	11/5/2022
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	04803-6-13-0-00-00-003.00-0	Sub-Agent Comm	0
Number of Acres	154.00	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	6,708,240	Variable Comm	Non-Variable
School District	Kingman - Norwich School District (USD 331)	Virtual Tour Y/N	
Elementary School	Kingman	Days On Market	25
Middle School	Kingman	Cumulative DOM	25
High School	Kingman	Cumulative DOMLS	
Subdivision	NONE	Input Date	11/16/2022 9:39 AM
Legal		Update Date	11/29/2022
		Status Date	11/16/2022
		HotSheet Date	11/16/2022
		Price Date	11/16/2022

DIRECTIONS

Directions (Kingman) - East on 54/400, North on NE 40th Ave

FEATURES

SHAPE / LOCATION	UTILITIES AVAILABLE	FLOOD INSURANCE	LOCKBOX
Rectangular	Electricity	Unknown	None
TOPOGRAPHIC	Private Water	SALE OPTIONS	AGENT TYPE
Pond/Lake	Septic Tank Installed	Other/See Remarks	Sellers Agent
Rolling	IMPROVEMENTS	EXISTING FINANCING	OWNERSHIP
Treeline	Fencing	Other/See Remarks	Individual
Wooded	OUTBUILDINGS	PROPOSED FINANCING	Trust
PRESENT USAGE	Equipment Barn	Other/See Remarks	TYPE OF LISTING
Pasture	Livestock Barn	POSSESSION	Excl Right w/o Reserve
Tillable	MISCELLANEOUS FEATURES	At Closing	BUILDER OPTIONS
ROAD FRONTAGE	Mineral Rights Included	SHOWING INSTRUCTIONS	Open Builder
Paved	DOCUMENTS ON FILE	Call Showing #	
	Other/See Remarks		

FINANCIAL

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

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, November 29th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, December 8th, 2022 at 2:10 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! KINGMAN COUNTY LAND AUCTION!!! An amazing opportunity to purchase 154+/- acres of productive land near Kingman, KS that offers endless opportunities. Whether you are looking to add to your operation, build a home or simply invest in land, this is for you. The land features the rolling productive tillable land that makes up most of its acreage as well as native pasture, a wooded area, ponds, and improvements. The improvements consist of a 30'X40' barn with two overhead doors and electric as well as an older 30'x50' livestock barn. There is also a well and septic located on the property that was a part of the homestead. Right on paved road frontage and only 1 mile north of Highway 54 this parcel can be perfect for anyone. Also being offered at auction are two other neighboring parcels, giving you the ability to purchase up to 465+/- contiguous acres. Don't miss your final opportunity to buy land this year! 154+/- acres (S13, T27, R07W, SW1/4) Ponds Homesite with well and septic Wooded area Paved frontage 1 mile north of Highway 54 4 miles northeast of Kingman There is an existing cropland lease that is in effect. Possession of the pastureland to the buyer will be at closing. Possession of the tillable land will be after the wheat is harvested. The current agreement for the cropland is a 2/3RD, 1/3RD share with the landowner paying their share of fertilizer expense. This lease will pass to the new buyer. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is finalized. 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. These three parcels of land are selling with a collective reserve and the final bids are subject to seller confirmation. Accordingly, bidding will be conducted on all three parcels and upon the conclusion of bidding on the third parcel, the sellers will then decide whether they accept the final bids on all parcels. If you are the top bidder on any of the parcels and the sellers accept your bid, you will be sent a Contract for Purchase and Sale and will tender the nonrefundable earnest money. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$20,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	11/29/2022	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	12/07/2022 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	20,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES





DISCLAIMER

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

ALL FIELDS CUSTOMIZABLE



MLS # 619019
Class Land
Property Type Undeveloped Acreage
County Kingman
Area KNG - Kingman County
Address 154 +/- Acres NE 140th Ave.
Address 2 Parcel 3
City Kingman
State KS
Zip 67068
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 4



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	11/5/2022
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	04803-6-13-0-00-00-003.00-0	Sub-Agent Comm	0
Number of Acres	154.00	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	6,708,240	Variable Comm	Non-Variable
School District	Kingman - Norwich School District (USD 331)	Virtual Tour Y/N	
Elementary School	Kingman	Days On Market	25
Middle School	Kingman	Cumulative DOM	25
High School	Kingman	Cumulative DOMLS	
Subdivision	NONE	Input Date	11/16/2022 10:13 AM
Legal		Update Date	11/29/2022
		Status Date	11/16/2022
		HotSheet Date	11/16/2022
		Price Date	11/16/2022

DIRECTIONS

Directions (Kingman) - East on 54/400, North on NE 40th Ave

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS Fencing	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
TOPOGRAPHIC Pond/Lake Rolling	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual Trust
PRESENT USAGE Pasture Tillable	MISCELLANEOUS FEATURES Mineral Rights Included	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Dirt	DOCUMENTS ON FILE Sellers Prop. Disclosure	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	LOCKBOX None	

FINANCIAL

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

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, November 29th, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, December 8th, 2022 at 2:20 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! KINGMAN COUNTY LAND AUCTION!!! A great opportunity to purchase a unique parcel of land consisting of 154 +/- acres near Kingman, KS. Whether you are looking to add to your operation, find that perfect hunting spot, or simply invest in land, this is for you. The land features rolling native pasture, wooded draws, ponds, and tillable acreage. With the combination of features mentioned, this land boasts an abundance of wildlife and offers great recreational potential. Located right off paved road frontage and only 1 mile north of Highway 54 this parcel can be perfect for anyone. Also being offered at auction are two other neighboring parcels, giving you the ability to purchase up to 465+/- contiguous acres. Don't miss your final opportunity to buy land this year! 154+/- acres (S13, T27, R07W, SE1/4) Ponds Wooded draws Rolling elevation Dirt frontage 1 mile north of Highway 54 4 miles northeast of Kingman There is an existing cropland lease that is in effect. Possession of the pastureland to the buyer will be at closing. Possession of the tillable land will be after the wheat is harvested. The current agreement for the cropland is a 2/3RD, 1/3RD share with the landowner paying their share of fertilizer expense. This lease will pass to the new buyer. Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is finalized. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per acre price. By way of example, if a 160 acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total sales price of \$800,000. For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres. These three parcels of land are selling with a collective reserve and the final bids are subject to seller confirmation. Accordingly, bidding will be conducted on all three parcels and upon the conclusion of bidding on the third parcel, the sellers will then decide whether they accept the final bids on all parcels. If you are the top bidder on any of the parcels and the sellers accept your bid, you will be sent a Contract for Purchase and Sale and will tender the nonrefundable earnest money. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$20,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	11/29/2022	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	12/07/2022 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	20,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES







DISCLAIMER

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

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:** 465 +/- Acres On NE 40th Ave - Kingman, KS 67068
 2 **Seller:** _____ **Date of Purchase:** _____
 3 **Property currently zoned as:** _____

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

20 ☐ ☐ ☒ ☐ ☐ Well/Pump _____
 21 ☐ ☐ ☐ ☐ ☐ Drinking NOT BEEN TESTED Irrigation _____
 22 ☐ ☐ ☐ ☐ ☐ Location SE from GRAWERY
 23 ☐ ☐ ☐ ☐ ☐ Depth _____
 24 ☐ ☐ ☐ ☐ ☐ Type _____
 25 If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No
 26 Is the property connected to ☐ city ☐ rural water systems?
 27 Rural Water Transfer? ☐ Yes ☒ No Transfer Fee \$ _____
 28 ☐ ☐ ☐ ☐ ☒ Cistern _____
 29 ☐ ☐ ☐ ☐ ☐ Other _____
 30 ☐ ☐ ☐ ☐ ☐ Comments: _____
 31 _____
 32 _____

DRAINAGE/SEWAGE SYSTEMS

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

Seller's Initials

JK MK SR

Buyer's Initials _____

PART II

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

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

- 43 ☒ ☐ ☐ ☐ ☐ Is there a propane tank on the property?
 44 If yes, is it ☐ owned ☐ leased?
 45 Company: _____
 46 ☒ ☐ ☐ ☐ ☐ Are there solar panels on the property?
 47 If yes, are they ☐ owned ☐ rented/leased?
 48 Company: _____
 49 ☒ ☐ ☐ ☐ ☐ Are there wind turbines on the property?
 50 If yes, are they ☐ owned ☐ rented/leased?
 51 Company: _____
 52 ☒ ☐ ☐ ☐ ☐ Is there hydroelectric on the property?

Yes
No
Don't Know

- 53 ☐ ☒ ☐ Is gas connected to property? If not, distance to nearest source? _____
 54 ☒ ☐ ☐ Is electricity connected to property? If not, distance to nearest source? _____
 55 ☐ ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
 56 If yes, please explain: _____
 57 _____
 58 Comments: _____
 59 _____

DRAINAGE/SEWAGE SYSTEMS

- 60 ☐ ☒ ☐ Is property connected to a public sewer system?
 61 If yes, no explanation required.
 62 ☐ ☒ ☐ Is there a septic tank/lagoon system serving this property?
 63 If yes, when was it last serviced? Date _____
 64 ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
 65 ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
 66 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
 67 ☐ ☒ ☐ If so, is this property in compliance?
 68 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
 69 ☐ ☒ ☐ Do you currently pay flood insurance?
 70 ☐ ☐ ☐ Other drainage/sewage systems and their conditions: NOT USED
 71 Comments: _____
 72 _____

BOUNDARIES/LAND

- 73 ☐ ☒ ☐ Have you had a survey of your property?
 74 ☒ ☐ ☒ Are the boundaries of your property marked in any way?
 75 ☒ ☐ ☐ Is there any fencing on the boundary(ies) of the property?
 76 ☐ ☐ ☐ If yes, does the fencing belong to the property?
 77 ☐ ☒ To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
 78 ☐ ☐ ☒ Are there any features of the property shared in common with adjoining landowners, such as walls, fences, roads, driveways?
 79 _____
 80 ☐ ☐ ☒ Is this property owner responsible for maintenance of any such shared feature?
 81 ☐ ☒ ☐ 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?
 82 _____
 83 Comments: _____
 84 _____

Seller's Initials

JK

LR

MK

SR

Buyer's Initials

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

- 85
86 ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?
87 Annual dues \$ _____ Initiation Fee \$ _____
88 ☐ ☒ To your knowledge, are there any problems relating to any common area?
89 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
90 Comments: _____
91 _____

ENVIRONMENTAL CONDITIONS

- 92 To your knowledge, are any of the following substances, materials, or products present on the real property?
93
94 ☐ ☒ Asbestos
95 ☐ ☒ Contaminated soil or water (including drinking water)
96 ☐ ☒ Landfill or buried materials
97 ☐ ☒ Methane gas
98 ☐ ☒ Oil sheers in wet areas
99 ☐ ☒ Radioactive material
100 ☐ ☒ Toxic material disposal (e.g., solvents, chemicals, etc.)
101 ☐ ☒ Underground fuel or chemical storage tanks
102 ☐ ☒ EMFs (Electro Magnetic Fields)
103 ☐ ☒ Gas or oil wells in area
104 ☐ ☐ Other
105 ☐ ☒ To your knowledge, are any of the above conditions present near your property?
106 Comments: _____
107 _____

MISCELLANEOUS

- 108 To your knowledge:
109
110 ☐ ☒ Are there any gas/oil wells on the property or adjacent property?
111 ☐ ☒ Is the present use of the property a non-conforming use?
112 ☐ ☒ Are there any violations of local, state or federal government laws or regulations relating to this property?
113 ☐ ☒ Is there any existing or threatened legal or regulatory action affecting this property?
114 ☐ ☒ Are there any current special assessments or do you have knowledge of any future assessments?
115 ☐ ☒ Are there any proposed or pending zoning changes on this or adjacent property?
116 ☐ ☒ Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
117 ☐ ☒ Are there any diseased or dead trees or shrubs?
118 ☐ ☒ Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
119
120 ☐ ☒ 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.
121

122 Comments: _____
123 _____

Seller Owns:

- 124
125 ☐ ☐ Mineral Rights:
126 100 % pass with the land to the Buyer _____ % remain with the Seller
127 _____ % are owned by third party _____ unknown
128 ☐ ☒ Are there any oil, gas, or wind leases of record or Other? Please explain: _____
129 _____
130 ☐ ☐ Crops planted at the time of sale:
131 13 pass with the land to the Buyer _____ remain with the Seller
132 _____ none _____ negotiable
133 _____ Other (please describe): _____
134 _____

Seller's Initials

UR JK MK SR

Buyer's Initials

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

 Water Rights:
 _____ pass with the land to the Buyer - Permit # _____
 _____ remain with the Seller - Permit # _____
 _____ have been terminated
 Comments: _____

SELLER'S 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.

Sharon Rollmann 11-9-22 John Kastens 11/17/2022
 Seller Date Seller Date
Sharon Rollmann 11/17/2022 OR Mona Kastens 11/17/2022
 Seller Date Seller Date

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

Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

- 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.
- 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.
- 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: _____
- 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.
- 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 2022.

Seller's Initials

LR JK MK SR

Buyer's Initials



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 465 +/- Acres On NE 40th Ave - Kingman, KS 67068

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation Drinking Other X

Location of Well: South of GRAINERY

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 West of GRAINERY

Lynn Rollman
Owner

11-1-2022
Date

Mona Kastens
Owner

11/04/2022
Date

John Kastens

11/04/2022

Sharon Rollmann

11/04/2022



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>

465 +/- Acres on NE 40 Ave, Kingman, KS 67068 | Zoning: AG



11/1/2022

465 +/- Acres on NE 40 Ave, Kingman, KS 67068
Flood Zone - No Digital Data Available



11/1/2022

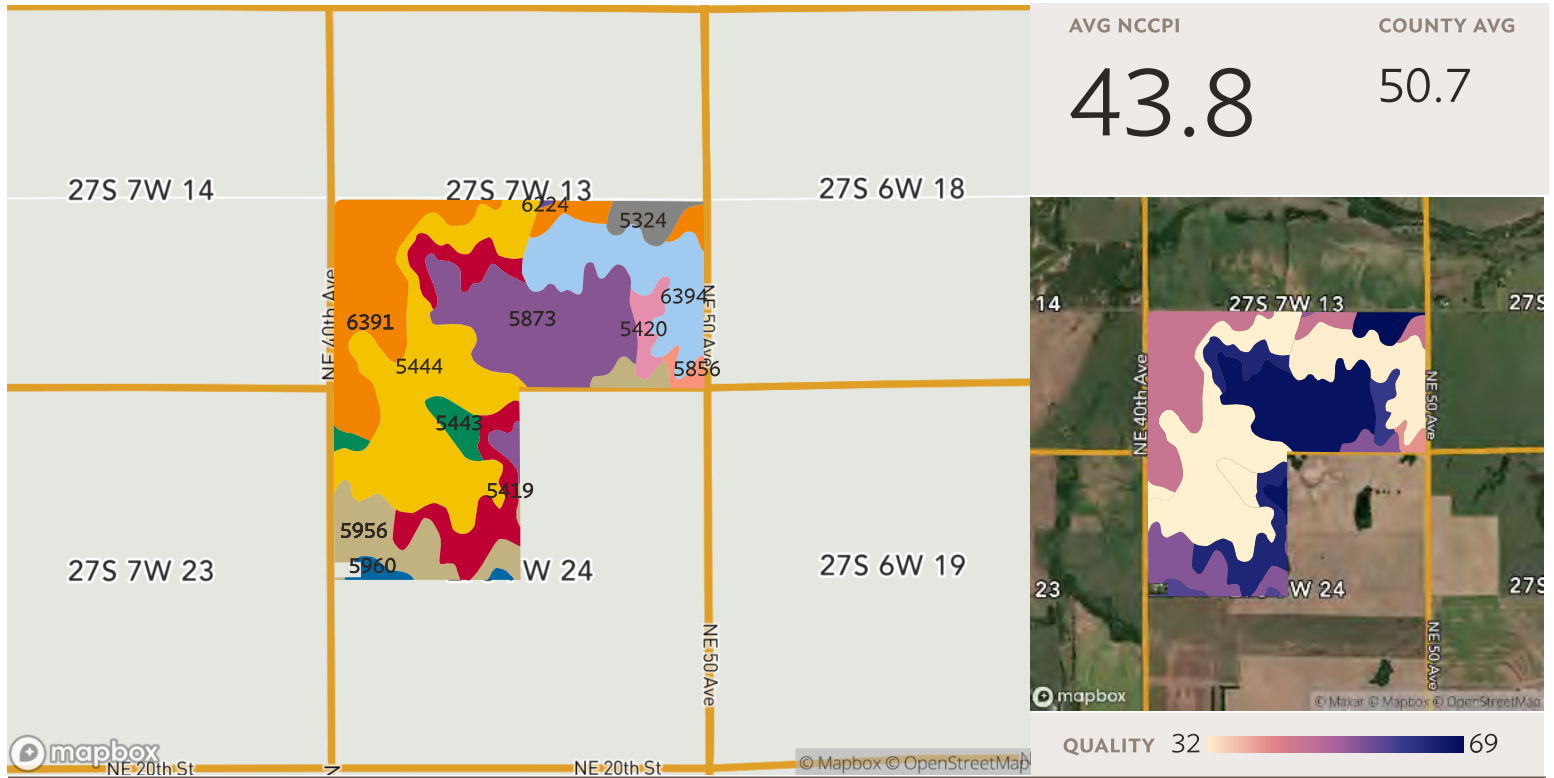
465 +/- Acres on NE 40 Ave, Kingman, KS 67068 | Aerial



11/1/2022

2 fields, 465 acres in Kingman County, KS

TOWNSHIP/SECTION 27S 7W – 13, 24



Source: NRCS Soil Survey

All fields

465 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5444	Quinlan loam, 3 to 6 percent slopes	120.67	25.9%	4	18.0
5873	Clark clay loam, 1 to 3 percent slopes	84.17	18.1%	3	67.8
6391	Nashville silt loam, 1 to 3 percent slopes	78.40	16.8%	2	45.8
6394	Nashville-Quinlan complex, 6 to 15 percent slopes	57.07	12.3%	4	32.3
5419	Case-Clark clay loams, 3 to 7 percent slopes	44.37	9.5%	4	64.1
5956	Shellabarger sandy loam, 1 to 3 percent slopes	40.37	8.7%	2	53.8
5324	Kaski loam, occasionally flooded	11.31	2.4%	2	76.3
5443	Quinlan loam, 1 to 3 percent slopes	10.92	2.3%	3	18.2
5420	Case-Clark clay loams, 7 to 15 percent slopes	9.22	2.0%	6	60.7

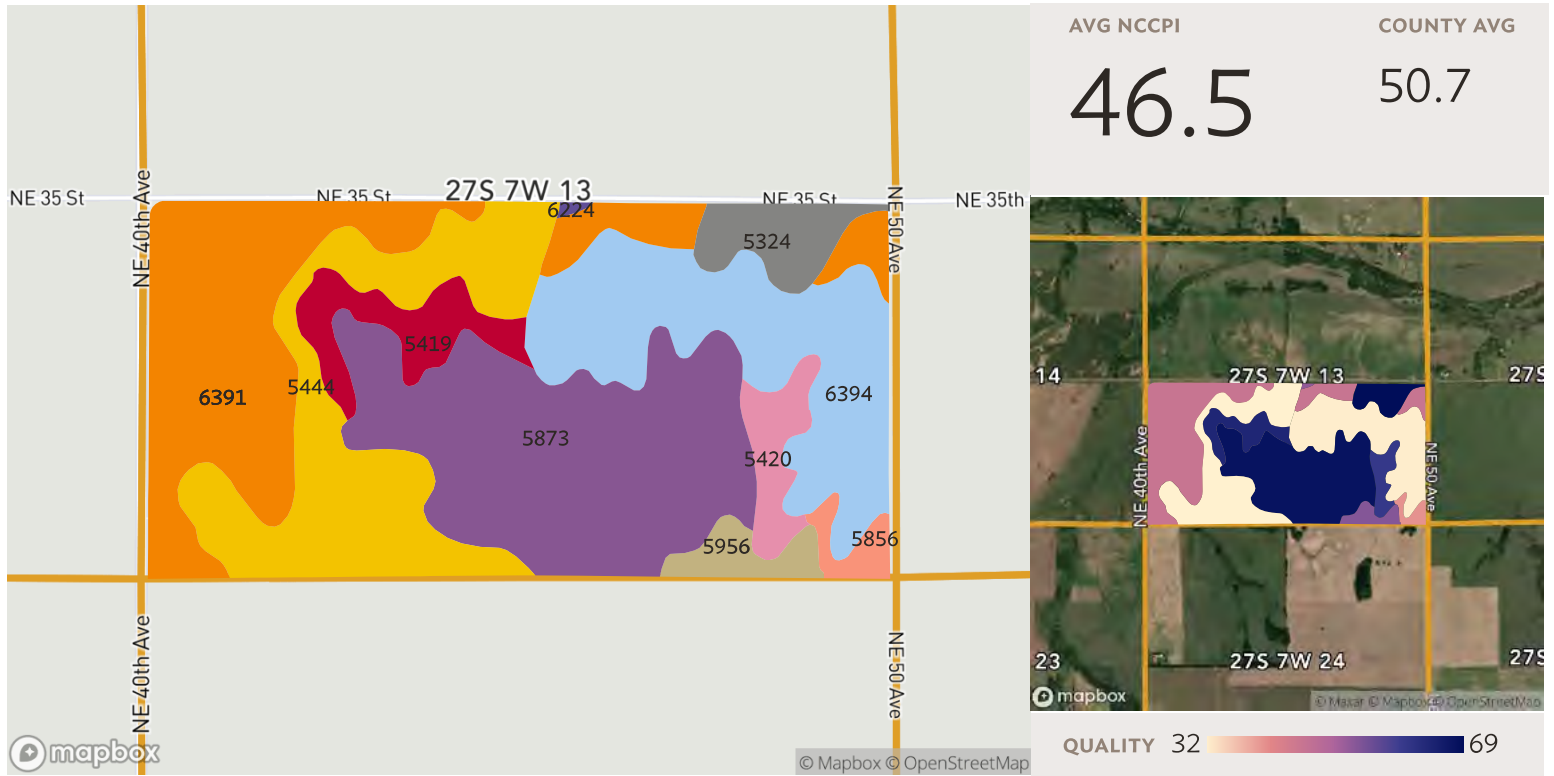
2 fields, 465 acres in Kingman County, KS

TOWNSHIP/SECTION 27S 7W – 13, 24

■	5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	4.47	1.0%	2	57.9
■	5856	Albion sandy loam, 6 to 15 percent slopes	4.15	0.9%	6	40.2
■	6224	Canadian fine sandy loam, rarely flooded	0.36	0.1%	2	52.7
			465.49			43.8

2 fields, 465 acres in Kingman County, KS

TOWNSHIP/SECTION 27S 7W – 13, 24



Source: NRCS Soil Survey

Field 1

309 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5873	Clark clay loam, 1 to 3 percent slopes	80.30	26.0%	3	67.8
6391	Nashville silt loam, 1 to 3 percent slopes	69.28	22.5%	2	45.8
6394	Nashville-Quinlan complex, 6 to 15 percent slopes	57.07	18.5%	4	32.3
5444	Quinlan loam, 3 to 6 percent slopes	55.97	18.1%	4	18.0
5419	Case-Clark clay loams, 3 to 7 percent slopes	14.34	4.6%	4	64.1
5324	Kaski loam, occasionally flooded	11.31	3.7%	2	76.3
5420	Case-Clark clay loams, 7 to 15 percent slopes	9.22	3.0%	6	60.7
5956	Shellabarger sandy loam, 1 to 3 percent slopes	6.51	2.1%	2	53.8
5856	Albion sandy loam, 6 to 15 percent slopes	4.15	1.3%	6	40.2



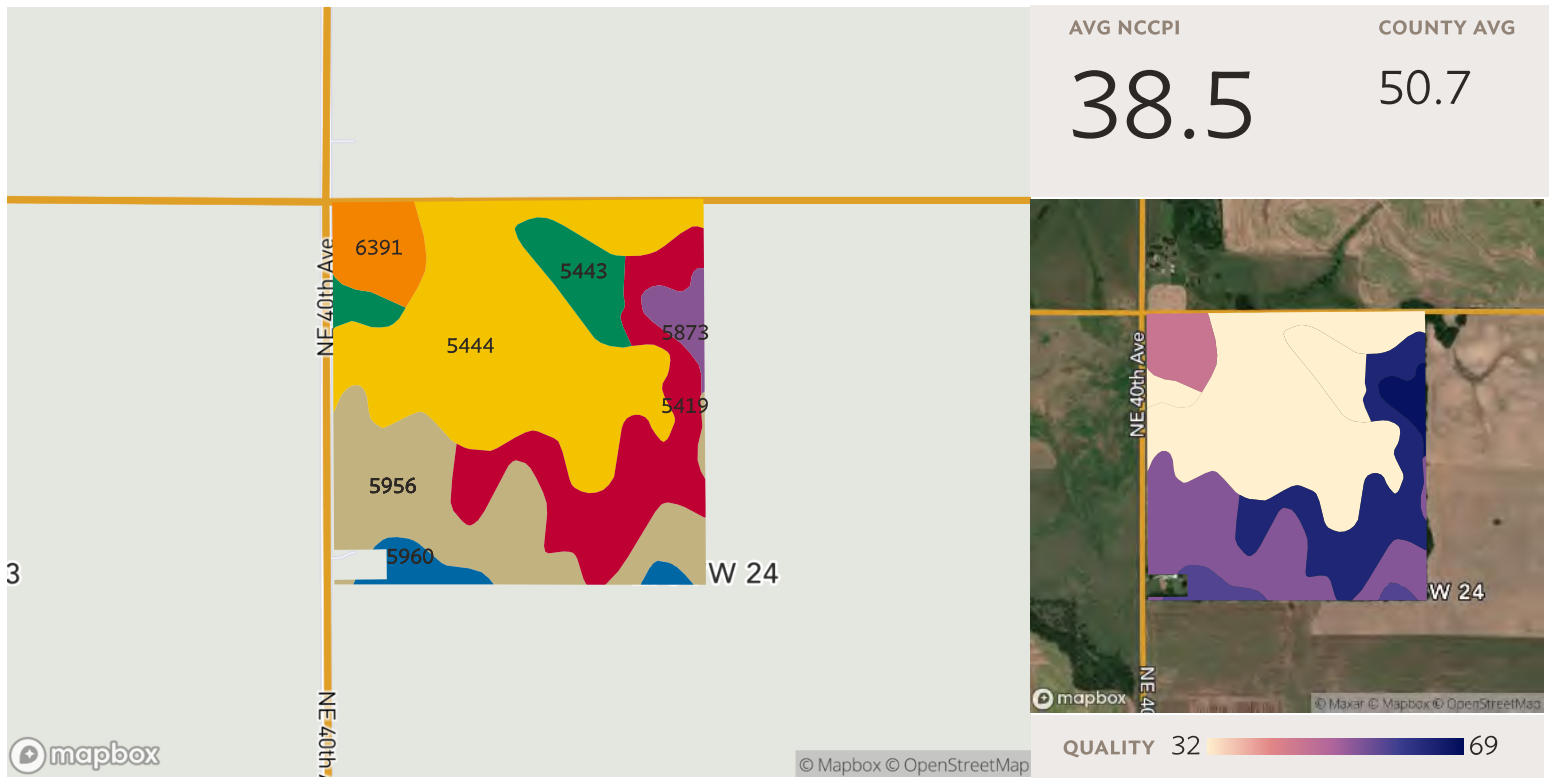
2 fields, 465 acres in Kingman County, KS

TOWNSHIP/SECTION 27S 7W - 13, 24

■	6224	Canadian fine sandy loam, rarely flooded	0.36	0.1%	2	52.7
			308.52			46.5

2 fields, 465 acres in Kingman County, KS

TOWNSHIP/SECTION 27S 7W – 13, 24



Field 2

Source: NRCS Soil Survey

157 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
5444	Quinlan loam, 3 to 6 percent slopes	64.70	41.2%	4	18.0
5956	Shellabarger sandy loam, 1 to 3 percent slopes	33.86	21.6%	2	53.8
5419	Case-Clark clay loams, 3 to 7 percent slopes	30.02	19.1%	4	64.1
5443	Quinlan loam, 1 to 3 percent slopes	10.92	7.0%	3	18.2
6391	Nashville silt loam, 1 to 3 percent slopes	9.12	5.8%	2	45.8
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	4.47	2.8%	2	57.9
5873	Clark clay loam, 1 to 3 percent slopes	3.88	2.5%	3	67.8
		156.97			38.5

2 fields, 465 acres in Kingman County, KS

TOWNSHIP/SECTION 27S 7W – 13, 24



All fields

465 ac.



2021 2020 2019 2018 2017

Grass/Pasture	52.7%	52.9%	52.9%	53.1%	53.4%
Winter Wheat	41.9%	42.2%	41.8%	40.7%	40.9%
Other	5.4%	5.0%	5.3%	6.2%	5.7%



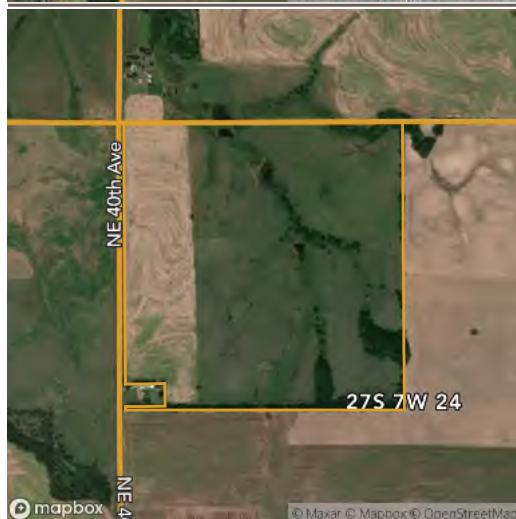
Field 1

309 ac.



2021 2020 2019 2018 2017

Winter Wheat	50.3%	49.5%	50.1%	49.7%	49.9%
Grass/Pasture	44.5%	44.9%	44.7%	44.3%	44.9%
Other	5.2%	5.6%	5.2%	6.0%	5.2%



Field 2

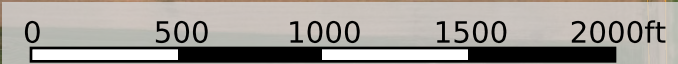
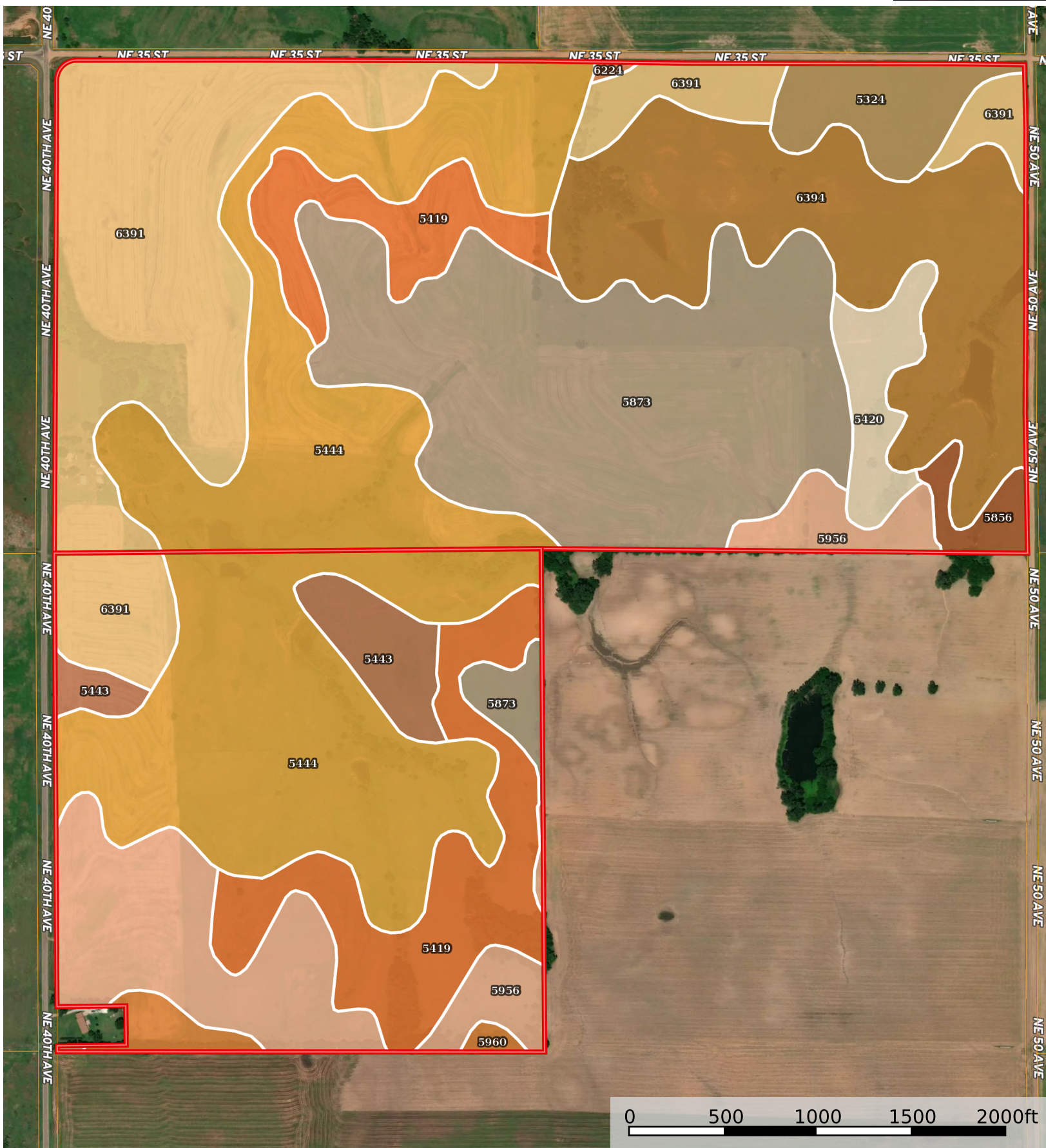
157 ac.



2021 2020 2019 2018 2017

Grass/Pasture	69.0%	68.5%	69.2%	70.4%	70.0%
Winter Wheat	25.3%	27.6%	25.4%	22.9%	23.3%
Other	5.7%	3.9%	5.4%	6.7%	6.7%

Source: NASS Cropland Data Layer



Boundary

 All Polygons 465.53 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5444	Quinlan loam, 3 to 6 percent slopes	120.73	25.93	0	18	4e
5873	Clark clay loam, 1 to 3 percent slopes	84.09	18.06	0	67	3e
6391	Nashville silt loam, 1 to 3 percent slopes	78.72	16.91	0	46	2e
6394	Nashville-Quinlan complex, 6 to 15 percent slopes	57.0	12.24	0	32	4e
5419	Case-Clark clay loams, 3 to 7 percent slopes	44.33	9.52	0	63	4e
5956	Shellabarger sandy loam, 1 to 3 percent slopes	40.24	8.64	0	53	2e
5324	Kaski loam, occasionally flooded	11.38	2.44	0	76	2w
5443	Quinlan loam, 1 to 3 percent slopes	10.94	2.35	0	18	3e
5420	Case-Clark clay loams, 7 to 15 percent slopes	9.22	1.98	0	60	6e
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	4.41	0.95	0	57	2e
5856	Albion sandy loam, 6 to 15 percent slopes	4.1	0.88	0	40	6e
6224	Canadian fine sandy loam, rarely flooded	0.37	0.08	0	52	2c
TOTALS		465.53(*)	100%	-	43.45	3.27

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

 Boundary 308.55 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5873	Clark clay loam, 1 to 3 percent slopes	80.26	26.01	0	67	3e
6391	Nashville silt loam, 1 to 3 percent slopes	69.54	22.54	0	46	2e
6394	Nashville-Quinlan complex, 6 to 15 percent slopes	57.0	18.47	0	32	4e
5444	Quinlan loam, 3 to 6 percent slopes	55.89	18.11	0	18	4e
5419	Case-Clark clay loams, 3 to 7 percent slopes	14.34	4.65	0	63	4e
5324	Kaski loam, occasionally flooded	11.38	3.69	0	76	2w
5420	Case-Clark clay loams, 7 to 15 percent slopes	9.22	2.99	0	60	6e
5956	Shellabarger sandy loam, 1 to 3 percent slopes	6.45	2.09	0	53	2e
5856	Albion sandy loam, 6 to 15 percent slopes	4.1	1.33	0	40	6e
6224	Canadian fine sandy loam, rarely flooded	0.37	0.12	0	52	2c
TOTALS		465.53(*)	100%	-	46.19	3.26

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

 Boundary 156.98 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
-----------	------------------	-------	---	-----	-------	-----

5444	Quinlan loam, 3 to 6 percent slopes	64.84	41.3	0	18	4e
5956	Shellabarger sandy loam, 1 to 3 percent slopes	33.79	21.53	0	53	2e
5419	Case-Clark clay loams, 3 to 7 percent slopes	29.99	19.1	0	63	4e
5443	Quinlan loam, 1 to 3 percent slopes	10.94	6.97	0	18	3e
6391	Nashville silt loam, 1 to 3 percent slopes	9.18	5.85	0	46	2e
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	4.41	2.81	0	57	2e
5873	Clark clay loam, 1 to 3 percent slopes	3.83	2.44	0	67	3e
TOTALS		465.5 3(*)	100%	-	38.06	3.3

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

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

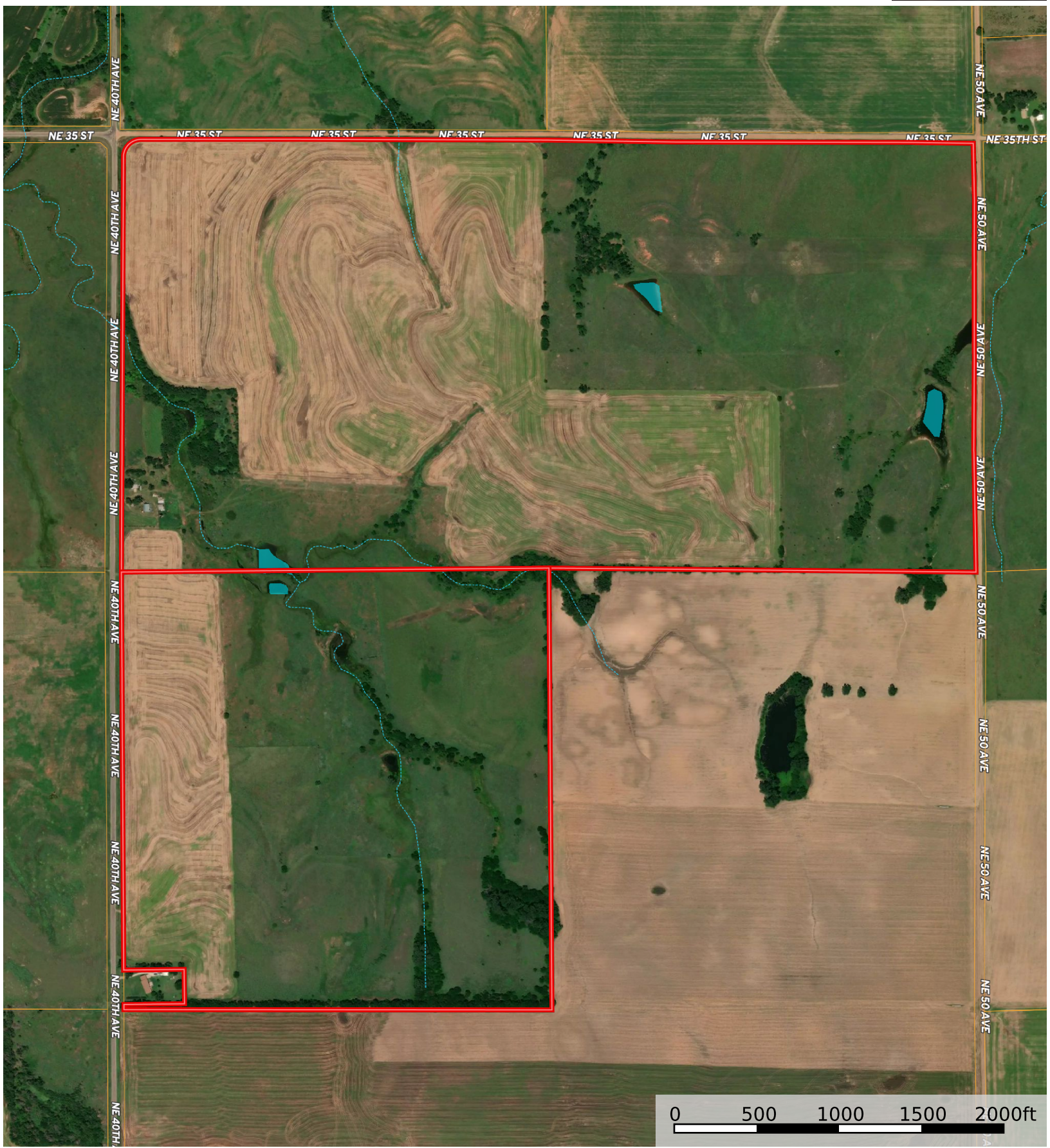
								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

Kansas, AC +/-



Boundary

Stream, Intermittent

River/Creek

Water Body

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 suspend, pause, or 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)*

