PROPERTY INFORMATION PACKET

THE DETAILS



162.05 +/- Acres on W. Shipton Rd | Salina, KS 67401

AUCTION: BIDDING OPENS: Tues, Jan 24th @ 2:00 PM

BIDDING CLOSING: Thurs, Feb 9th @ 2:00 PM





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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy 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.

MLS PIP



MLS# 620182 Class Land

Undeveloped Acreage **Property Type**

County Saline

OUT - Out of Area Area

Address 162.05 +/- Acres on W. Shipton Rd

Address 2

Citv Salina State KS Zip 67401 **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction **Associated Document Count** 3

RICK W BROCK - HOME: 316-683

McCurdy Real Estate & Auction, LLC -





Display on Public Websites

VOW: Allow 3rd Party Comm Yes

Realtor.com Y/N

Display Address

Variable Comm

Virtual Tour Y/N







Yes

Yes

Yes

Non-Variable













GENERAL

List Agent - Agent Name and

Phone

List Office - Office Name and

Phone

Co-List Agent - Agent Name and

Phone

Co-List Office - Office Name and

Phone

Showing Phone 888-874-0581 **Zoning Usage** Agriculture

05516-0-00-00-004-00-0 Parcel ID

Number of Acres 162.05 **Price Per Acre** 0.00 Lot Size/SqFt 7058898

School District Ell-Saline School District (USD 307)

Elementary School Southeast Saline Middle School Southeast Saline **High School** Southeast Saline

Subdivision NONE

UNPLATTED, S16, T13, R5, ACRES Legal 162.05, W /2 SE/4 & E/2 SW/4 LESS

RW

-0612

OFF: 316-867-3600

DIRECTIONS

Directions (Salina) West on 70, North on Brookville Rd, West on Shipton Rd. to property.

FEATURES

SHAPE / LOCATION Rectangular

TOPOGRAPHIC Level

PRESENT USAGE

Pasture

ROAD FRONTAGE

Dirt

UTILITIES AVAILABLE Other/See Remarks

IMPROVEMENTS

Fencing **OUTBUILDINGS**

None

MISCELLANEOUS FEATURES

Mineral Rights Included

Water Access

DOCUMENTS ON FILE

None

FLOOD INSURANCE

Unknown **SALE OPTIONS**

Other/See Remarks

PROPOSED FINANCING Other/See Remarks

POSSESSION

At Closing

SHOWING INSTRUCTIONS

Call Showing #

LOCKBOX

None

AGENT TYPE Sellers Agent

OWNERSHIP

Trust

TYPE OF LISTING

Excl Right w/o Reserve **BUILDER OPTIONS**

Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$473.85 **General Tax Year** 2021 \$0.00 **Yearly Specials 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, January 24th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, February 9th, 2023 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. Great opportunity to own pasture ground just northwest of Salina! Whether you are looking to add to your operation or simply invest in land, this is for you. 162.05 +/acres of native grass. Zoned agricultural. 2 ponds for water. Hay meadow in the southwest corner. Fencing around the property. Projected rent is \$30/acre for a total annual income of \$4,861.50 No current lease, so the new buyer will have immediate possession 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. All mineral rights held by the seller will pass with the real estate to the buyer. *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 \$15,000

1 - Open for Preview

1 - Open Start Time

1 - Open End Time

2 - Open for Preview

2 - Open Start Time

2 - Open End Time

3 - Open for Preview

3 - Open Start Time

3 - Open End Time

3 - Open/Preview Date

2 - Open/Preview Date

1 - Open/Preview Date

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale Reserve Method of Auction Online Only mccurdy.com **Auction Location Auction Offering** Real Estate Only **Auction Date** 1/24/2023 **Auction Start Time** 2 PM

Broker Registration Req Yes

Broker Reg Deadline 02/08/2023 @ 5 PM

Buyer Premium Y/N Premium Amount 0.10 **Earnest Money Y/N** Yes Earnest Amount %/\$ 15,000.00

Yes

TERMS OF SALE

Terms of Sale See associated documents.

PERSONAL PROPERTY

Personal Property

SOLD **How Sold**

Sale Price **Net Sold Price** Pending Date **Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name** Non-Mbr Appr Name

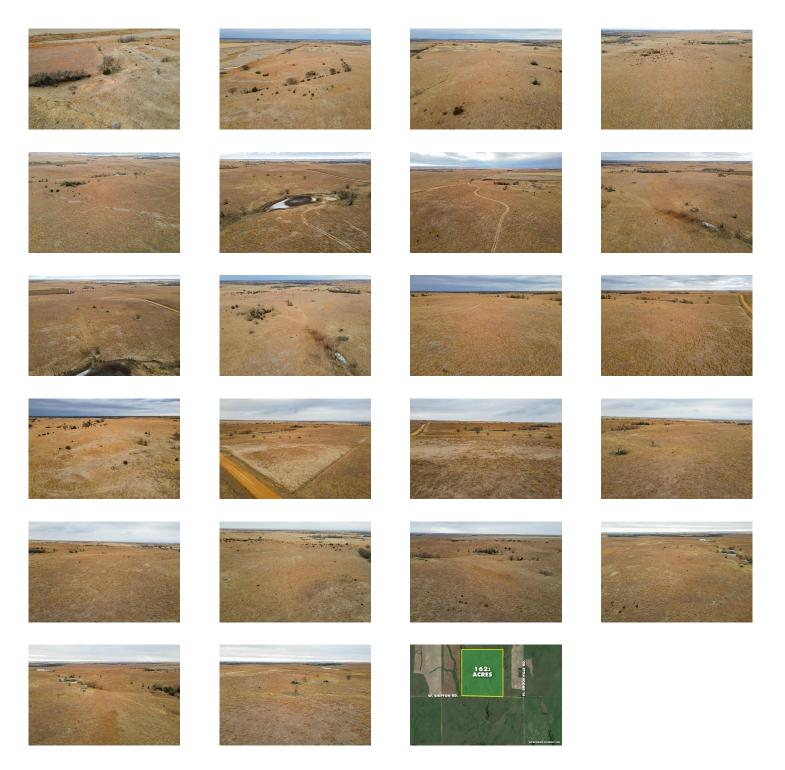
ADDITIONAL PICTURES











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 2023 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 2 3	Selle	Property Address: 162.05 Acres On W. Shipton Rd - Salina, KS 67401 Seller: Larry D. Kohr Revolable Trust Date of Purchase: Property currently zoned as:									
4 5 6 7 8	and som	Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER or 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.									
9 10 11	supp	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.									
12 13 14 15	(imp	sage orta	to 1 nt) f	t he E acts	Buyer : about	nowledge that the failure to disclose known material information about the Property may result in liability. Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known materia the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is an active role in obtaining the information about the Property.					
16 17 18	Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) (6)										
19	THE F	OLLO	NIWC	IG AF	RE REP	RESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).					
		nsfer				PART I					
	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.					
20 21						WATER SYSTEMS Well/Pump					
22 23 24					X	Drinking Irrigation Location					
25 26 27 28 29 30 31	户口					Depth Type If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No Is the property connected to ☐ city ☐ rural water systems? Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ Cistern Other Comments:					
33	-				1.	DRAINAGE/SEWAGE SYSTEMS					
34 35 36 37						Sewer LinesSeptic/LateralsLagoonLocationLocation					
38 39 40 41						# Feet of Laterals					
42	RELEA:	se d <i>a</i>	ATE 4	/202:		Seller's Initials Buyer's Initials Page 1 of 4 Form# 1005					

Form# 1005

TRANSACTIONS TransactionDesk Edition

	None	Does Not Transfer	Working	Not Working	Don't Know	PART II Answer questions to the best of your (Seller's) knowledge.					
43 44	熖					GAS/ELECTRIC Is there a propane tank on the property? If yes, is it □ owned □ leased?					
45 46 47 48	īģi.					Company: Are there solar panels on the property? If yes, are they owned rented/leased?					
49 50 51	Ď.					Company: Are there wind turbines on the property? If yes, are they owned rented/leased? Company:					
52						Is there hydroelectric on the property?					
53 54 55 56 57 58 59	□ □ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	oN ⊠ □	□ □ Don't Know	ls T	elect o you If yes	onnected to property? If not, distance to nearest source? ricity connected to property? If not, distance to nearest source? r knowledge, is there any additional costs to hook up utilities? , please explain:					
60 61	DRAINAGE/SEWAGE SYSTEMS □ ☒ □ Is property connected to a public sewer system?										
62 63)KJ		ls	there	no explanation required. a septic tank/lagoon system serving this property? when was it last serviced? Date					
64 65 66 67 68 69 70 71				Is Is O	To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system? To your knowledge, is the property located in a federally designated flood plain or wetlands area? To the property located in a subdivision with a master drainage plan? If so, is this property in compliance? The property ever had a drainage problem during your ownership? To you currently pay flood insurance? To ther drainage/sewage systems and their conditions:						
73		図		H	ave vo	BOUNDARIES/LAND ou had a survey of your property?					
74 75 76 77 78 79 80 81				Ai Is If To Ar	re the there yes, do your re the roads, this p	boundaries of your property marked in any way? any fencing on the boundary(ies) of the property? oes the fencing belong to the property? knowledge, are there any boundary disputes, encroachments, or unrecorded easements? re any features of the property shared in common with adjoining landowners, such as walls, fences, driveways? roperty owner responsible for maintenance of any such shared feature? know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability					
82 83 84				-	proble	ems that have occurred on the property or in the immediate neighborhood? Seller's Initials					



Yes	Š	Don't Know	
>	~		HOMEOWNER'S ASSOCIATION
	Æ		Is the property subject to rules or regulations of any homeowner's association? Annual dues \$ Initiation Fee \$
	Ø,		To your knowledge, are there any problems relating to any common area?
	7		Have you been notified of any condition which may result in an increase in assessments? Comments:
			ENVIRONMENTAL CONDITIONS
	ÌΠ		To your knowledge, are any of the following substances, materials, or products present on the real property
	ĭZI.		Asbestos Contaminated soil or water (including drinking water)
	Ņ		Landfill or buried materials
	Ď		Methane gas
	\Box		Oil sheers in wet areas
	<u> </u>		Radioactive material
	X		Toxic material disposal (e.g., solvents, chemicals, etc.)
	X		Underground fuel or chemical storage tanks
			EMFs (Electro Magnetic Fields)
			Gas or oil wells in area Other
			To your knowledge, are any of the above conditions present near your property?
	_		Comments:
			MISCELLANEOUS
	区		To your knowledge:
			Are there any gas/oil wells on the property or adjacent property? Is the present use of the property a non-conforming use?
	N N		Are there any violations of local, state or federal government laws or regulations relating to this property
	×		Is there any existing or threatened legal or regulatory action affecting this property?
			Are there any current special assessments or do you have knowledge of any future assessments?
			Are there any proposed or pending zoning changes on this or adjacent property?
			Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions
Ø			Are there any diseased or dead trees or shrubs?
	X		Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
			Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial us
			desirability of the property? If yes, please explain below.
			Comments:
			Seller Owns:
	įΣ.		Mineral Rights:
_	<i></i>		/0.6 % pass with the land to the Buyer % remain with the Seller
			% are owned by third party unknown
	XI.		Are there any oil, gas, or wind leases of record or Other? Please explain:
_	_		
	M		Crops planted at the time of sale:
			pass with the land to the Buyer remain with the Seller
			none negotiable negotiable
			Other (please describe).
			01:
			Seller's Initials 4. Buyer's Initials

.35 .36		Tenant's rights apply to the subject property with lease or shares as follows:
37 38 39 40 41 42 43		Water Rights: pass with the land to the Buyer - Permit # remain with the Seller - Permit # have been terminated Comments:
44 45 46 47 48 49 50	kno the and wit	SELLER'S ACKNOWLEDGMENT Iller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's owledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that a Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless of releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection that the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure other real estate brokers and agents and prospective buyers of the property. A
52 53	Sel I ha	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 are not occupied this property in years and am not familiar with all conditions represented in this form.
54 55	Sel	
56 57 58 59	1.	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.
60 61	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.
62 63 64 65	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.	lacknowledge 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
56 57 58 59		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.
57 58	5.	information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)

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Seller's Initials Buyer's Initials Buyer's Initials Page 4 of 4





WATER WELL AND WASTEWATER SYSTEM INFORMATION

DES THE PROPERTY			V	, 110 01102
If yes, what type?	Irrigation	Drinking		
OES THE PROPERTY	HAVE A LAGOON	OR SEPTIC SYS	TEM? YES	NO_X
If yes, what type?	Septic	Lagoon		
Location of Lagoon	n/Septic Access:			
Owner Col	Lunter			12/15/1200 Date
(and Kis	1 - Fruntse	e,		12-15-



WIRE FRAUD ALERT

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			

162.05 +/- Acres on W. Shipton Rd., Salina, KS 67401 Zoning: AG- Agricultural





1 field, 162 acres in Saline County, KS

TOWNSHIP/SECTION 13S 5W - 16





* HIGH FLOOD RISK - areas with a 1% annual chance or greater of flooding, also referred to as base flood zones or 100-year flood zones. Classified as Special Flood Hazard Areas (SFHAs) by FEMA. **MODERATE FLOOD RISK** - areas in between the limits of the 1% annual and the 0.2% annual (or 500-year) flood zones. **MINIMAL FLOOD RISK** - areas that are above the 500-year flood zones. **UNDETERMINED FLOOD RISK** - areas where flood analysis has not been conducted.

Source: FEMA National Flood Hazard Layer

All fields

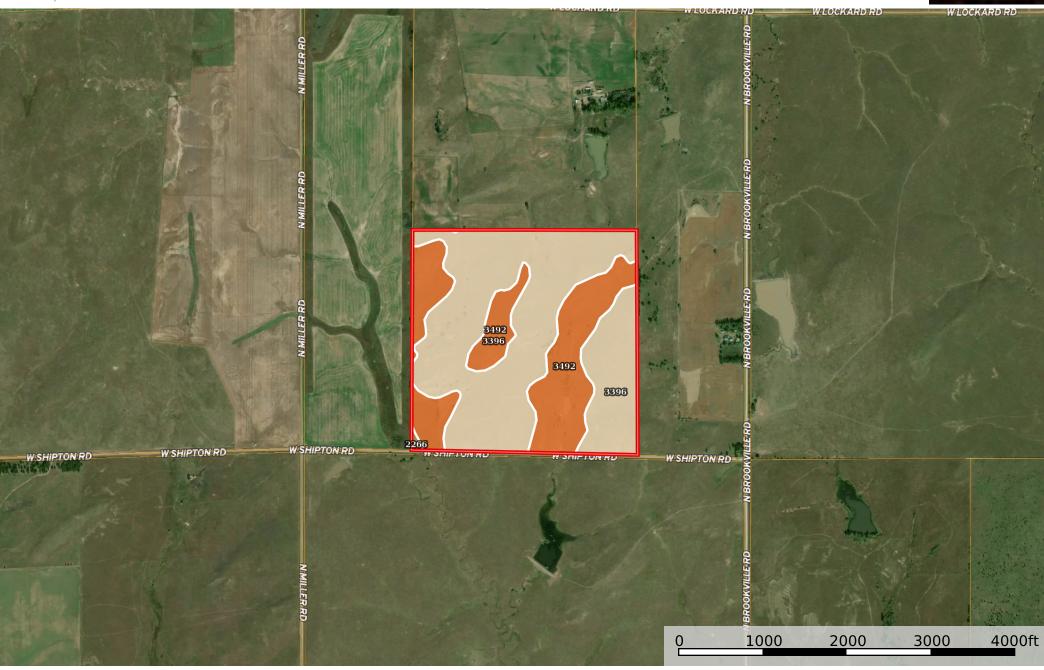
162 ac.

FLOOD ZONE	FLOOD RISK*	FLOOD ZONE SUBTYPE	ACRES	PERCENTAGE OF FIELD
□ X	MINIMAL	AREA OF MINIMAL FLOOD HAZARD	161.64	99.8%
■ A	HIGH	N/A	0.33	0.2%
			161.98	

162.05 +/- Acres on W. Shipton Rd., Salina, KS 67401 - Aerial









| Boundary 161.95 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
3396	Lancaster-Hedville complex, 3 to 20 percent slopes	108.7 1	67.13	0	42	6e
3492	Wells loam, 3 to 7 percent slopes	52.73	32.56	0	69	3e
2266	Tobin silt loam, occasionally flooded	0.51	0.31	0	85	2w
TOTALS		161.9 4(*)	100%	-	50.93	5.01

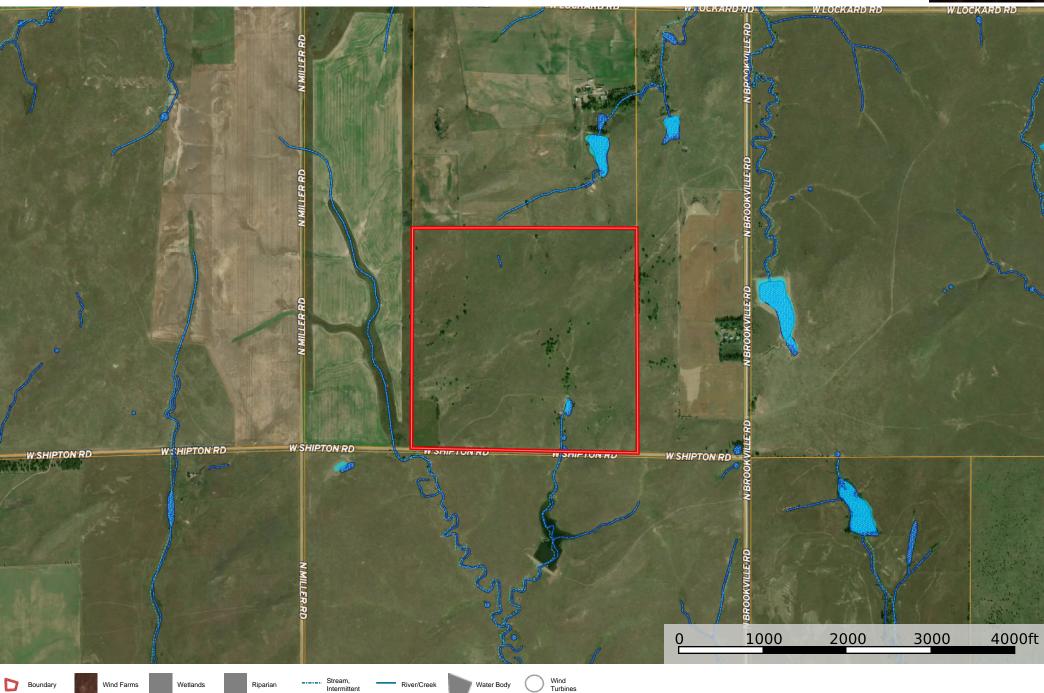
^(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



Grazing Cultivation

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water





River/Creek

Intermittent

Water Body

Wetlands



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 the 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. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.



- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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)







