

PROPERTY INFORMATION PACKET

THE DETAILS



38937 Sassafrass Rd. | Belvue, KS 66407

AUCTION: BIDDING OPENS: Mon, Dec 11th @ 2:00 PM

BIDDING CLOSING: Tues, Dec 19th @ 2:00 PM

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



McCurdy
REAL ESTATE & AUCTION



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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. The Title Commitment Schedule B Part II-Exceptions will be added as a supporting document on McCurdy.com at the time it is provided by the title company. 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 # 632928
Status Active
Contingency Reason
Area SCKMLS
Address 38937 Sassafras Rd.
City Belvue
Zip 66407
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	1347
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Baths	1	Approx. TFLA	1,347
Garage Size	2	Lot Size/SqFt	155
Basement	Yes - Unfinished	Number of Acres	155.00
Levels	One Story		
Approximate Age	51 - 80 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	9.10x17.2
Co-List Agent - Agent Name and Phone	Isaac Klingman	Master Bedroom Flooring	Wood
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Living Room Level	Main
Showing Phone	888-874-0581	Living Room Dimensions	18.4x13.7
Year Built	1958	Living Room Flooring	Wood
Parcel ID	03827-0-00-00-002-00-0-01	Kitchen Level	Main
School District	Alma School District (USD 329)	Kitchen Dimensions	9.9x17.2
Elementary School	Mill Creek	Kitchen Flooring	Tile
Middle School	Paxico	Room 4 Type	Bedroom
High School	Wabaunsee	Room 4 Level	Main
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	10.5x9.8
Legal		Room 4 Flooring	Tile
List Date	11/8/2023	Room 5 Type	Bedroom
Display Address	Yes	Room 5 Level	Main
Sub-Agent Comm	0	Room 5 Dimensions	9.7x13.10
Buyer-Broker Comm	3	Room 5 Flooring	Tile
Transact Broker Comm	3	Room 6 Type	Dining Room
Variable Comm	Non-Variable	Room 6 Level	Main
Days On Market	21	Room 6 Dimensions	9.10x11.7
Input Date	11/22/2023 1:18 PM	Room 6 Flooring	Wood
Update Date	11/29/2023	Room 7 Type	Sun Room/Atrium
Status Date	11/22/2023	Room 7 Level	Main
Price Date	11/22/2023	Room 7 Dimensions	7.3x16.3
		Room 7 Flooring	Concrete
		Room 8 Type	
		Room 8 Level	
		Room 8 Dimensions	
		Room 8 Flooring	
		Room 9 Type	
		Room 9 Level	
		Room 9 Dimensions	
		Room 9 Flooring	
		Room 10 Type	
		Room 10 Level	
		Room 10 Dimensions	
		Room 10 Flooring	
		Room 11 Type	
		Room 11 Level	
		Room 11 Dimensions	
		Room 11 Flooring	

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

DIRECTIONS

Directions Kansas Rd & Sassafras Rd. - South to Home.

FEATURES

ARCHITECTURE Ranch	FLOOD INSURANCE Unknown	KITCHEN FEATURES Gas Hookup Laminate Counters	PROPOSED FINANCING Other/See Remarks
EXTERIOR CONSTRUCTION Vinyl/Metal Siding	UTILITIES Septic Propane Gas Rural Water	APPLIANCES Range/Oven Washer Dryer	WARRANTY No Warranty Provided
ROOF Metal	BASEMENT / FOUNDATION Partial Std Bsmt Window no-egress	MASTER BEDROOM Master Bdrm on Main Level	OWNERSHIP Individual
LOT DESCRIPTION Corner River/Creek Wooded	BASEMENT FINISH None	AG OTHER ROOMS Sun Room	PROPERTY CONDITION REPORT Yes
FRONTAGE Unpaved Frontage	COOLING Geothermal	LAUNDRY Basement 220-Electric	DOCUMENTS ON FILE Additional Photos Lead Paint Sellers Prop. Disclosure
EXTERIOR AMENITIES Ag Outbuilding(s) Irrigation Well Storage Building(s) Storm Door(s) Storm Windows/Ins Glass Outbuildings	HEATING Propane-Owned Geothermal	INTERIOR AMENITIES Hardwood Floors Window Coverings-Part	SHOWING INSTRUCTIONS Appt Req-Call Showing #
GARAGE Detached	DINING AREA Eating Space in Kitchen Formal	POSSESSION At Closing	LOCKBOX Combination
			TYPE OF LISTING Excl Right w/o Reserve
			AGENT TYPE Sellers Agent

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$3,082.44	Home Warranty Purchased	Unknown
General Tax Year	2022	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Monday, December 11th, 2023 at 2 PM (cst) | BIDDING CLOSING: Tuesday, December 19th, 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. ONLINE ONLY!!! NO MINIMUM NO RESERVE!!! Proudly presenting 155.6 +/- acres of diverse land with a homestead located in northern Wabaunsee County between Topeka and Manhattan! Opportunities like this do not come up often. If you are seeking to start a farm, grow your operation, or invest in land, this is your chance! Not to mention the recreational potential of the property with it being 2 miles south of the Kansas River and having a balanced amount of wooded coverage with Roberts Creek running through. If you are looking for that perfect recreational property with abundant wildlife and balanced land with a place to stay, this property can also be for you! With a strong location being between Interstate 70 and US HWY 24, this farm has many features including a 3-bedroom, 1-bathroom home with a partial basement, detached 2-car garage, multiple outbuildings, fenced pasture, tillable, and CRP acreage. Do not miss this rare opportunity to purchase a quality farm with endless possibilities, all selling regardless of price! Features: 155.6 +/- acres 2 bed, 1 bath home with detached two -car garage Multiple outbuildings Fenced Pasture Productive tillable ground Active CRP Roberts Creek Wooded draws/areas Sassafras Rd and Kansa Rd frontage 6 miles north of Interstate 70 4 miles south of US HWY 24 30 minutes east of Manhattan 40 minutes west of Topeka The tenant farmer has released their interest in the rye planted on the property. Possession of the property will be immediate for both the home, improvements and land. At this time there is no access outside the boundaries of this property to get to the back CRP acreage, crossing the creek through the property is currently the only available option. *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 \$30,000.

AUCTION

Type of Auction Sale	No Minimum - No Reserve	Method of Auction	Online Only
Auction Location	mccurdy.com	Auction Offering	Real Estate Only
Auction Date	12/11/2023	Auction Start Time	2pm
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	30,000.00	1 - Open for Preview	

AUCTION

1 - Open/Preview Date
1 - Open End Time

1 - Open Start Time

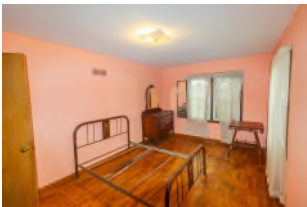
TERMS OF SALE

Terms of Sale See Terms and Conditions

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 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

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 38937 Sassafrass Rd. - Belvue, KS 66407

Seller: Estate of Paul Heine, Deceased

Date of Purchase:

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

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

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

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

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

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

PART I

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

27 WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS					
28 TRANSFERS TO BUYER					TRANSFERS TO BUYER					
29 None Does Not Transfer Working Not Working Don't Know					None Does Not Transfer Working Not Working Don't Know					
Indicate the condition of the following items by marking only one appropriate box.					Indicate the condition of the following items by marking only one appropriate box.					
30	☐	☐	☒	☐	Sewage Systems	☐	☐	☒	☐	Cooling System
31	☐	☐	☒	☐	Sump Pump	☒	☐	☐	☐	Geothermal Type
32	☒	☐	☐	☐	Backup Sump Pump/Battery	☐	☐	☐	☐	25 Yrs Age
33	☐	☐	☒	☐	Plumbing	☐	☐	☒	☐	Heating System
34					Type	☒	☐	☐	☐	Geothermal Type
35	☐	☐	☒	☐	Water Heater (Circle One) Elect <u>Gas</u>	☐	☐	☐	☐	25 Yrs Age
36	<u>2 yrs old</u>				Size & Age	☒	☐	☐	☐	Window/Wall Air Conditioning Units
37	☒	☐	☐	☐	Instant Hot Water	☒	☐	☐	☐	Electronic Air Filter
38	☐	☐	☐	☒	Water Softener	☒	☐	☐	☐	Humidifier
39					(Circle One) <u>Own</u> Rent/Lease	☒	☐	☐	☐	Fireplace
40					Company	☒	☐	☐	☐	Fireplace Insert
41	☒	☐	☐	☐	Water Purifier/Reverse Osmosis	☒	☐	☐	☐	Wood burning Stove
42	☒	☐	☐	☐	Underground Sprinkler System	☐	☐	☐	☐	N/A Chimney/Flue - Date Last Cleaned
43					Backflow Device (Circle One) YES NO	☒	☐	☐	☐	Gas Log Lighter
44					Date Last Tested or Inspected	☒	☐	☐	☐	Whole House Attic Fan
45	☒	☐	☐	☐	Pool Equipment	☒	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease
46	☒	☐	☐	☐	Hot Tub/Spa	☐	☐	☐	☐	N/A Company
47	Comments:					Comments:				
48										
49										
50										
51	MEDIA									
52	TRANSFERS TO BUYER					Any Additional Comments For Part I:				
53	None Does Not Transfer Working Not Working Don't Know									
54	Indicate the condition of the following items by marking only one appropriate box.									
55										
56	☒	☐	☐	☐	Satellite Dish					
57	☒	☐	☐	☐	# of Rcvrs/Remotes					
58	☒	☐	☐	☐	Attached Antennas					
59	☒	☐	☐	☐	Cable TV Wiring/Jacks					
60	☒	☐	☐	☐	Attached Television Mount(s)					
61	☒	☐	☐	☐	Projector(s)					
62	☒	☐	☐	☐	Projector Screen(s)					
63	☒	☐	☐	☐	Surround Sound Speakers					
64	☒	☐	☐	☐	Wired for Surround Sound					
65	Comments: <u>Fiber service is available</u>									
66										
67										
68										

PART II

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

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

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☒	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☒	☐	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☒	☐	☐	Cracks or flaws in the walls, floors or foundation?
☐	☒	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☒	☐	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☒	☐	☐	Is there insulation in the walls?
☐	☒	☐	Is there insulation in the floors?
Additional Comments: <i>Cracking and shifting of cinder block basement walls. Stabilized anchor system.</i>			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
			Age: <u>10yr?</u> Type: <u>Metal</u>
☒	☐	☐	To your knowledge, are there any ☒ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☒	☐	During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☐	☒	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments: <i>Back Porch roof leak in past</i>			

YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
			To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
☐	☐	☒	Presence of any mold/mildew in the property?
☐	☐	☒	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

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

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

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS		
☐	☒	☐	Is the property connected to City Water?		
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: <u>not sure</u> District: <u>#2</u>		
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)		
			☐ Drinking Well	☒ Irrigation Well	☐ Geo-Thermal Well
☒	☐	☐	Working?	Type: <u>Electric Pump</u> Location: <u>Central Farm</u> Depth: <u>Unknown</u>	
☐	☒	☐	Working?	Type: <u>Portable Pump</u> Location: <u>North Feed lot building</u> Depth: <u>Unknown</u>	
☐	☐	☐	Working?	Type: _____ Location: _____ Depth: _____	
☐	☐	☒	Has the water in any wells shown test results of contamination? (If YES, explain below.)		
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.		
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: <u>Unknown</u>		
			Tank Size: <u>Unknown</u> Location: <u>East side of house back yard</u>		
			# feet laterals: <u>Unknown</u> # Feet infiltrators: <u>Unknown</u> Location: <u>East of house</u>		
☐	☒	☐	Is the property connected to a lagoon system? Location: _____		
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)		
☐	☒	☐	Has the main waste disposal line ever been snaked or scoped?		
☐	☐	☒	To your knowledge, is there any problem relating to the waste disposal system?		

Additional Comments:

Believe Septic and lateral system 10 yrs old. Water wells not connected to house or hydrant.

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS		
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)					
☐	☒	☐	Any water leakage in or around the fireplace or chimney?		
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?		
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?		
☐	☒	☐	Any leaks caused by appliances?		
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?		
☒	☐	☐	Any water leakage into (If YES, mark all that apply.) ☒ BASEMENT ☐ CRAWL SPACE		
☐	☒	☐	Any accumulation of water within the basement/crawl space?		
☒	☐	☐	Sump Pump(s) Location(s): <u>North east corner basement</u>		
☐	☐	☒	Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR		

Additional Comments:

Possible water seepage through basement cinderblock wall.

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT		
☐	☐	☒	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)		
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT	☐ OTHER WOOD INFESTATION
☐	☐	☒	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)		
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT	☐ OTHER WOOD INFESTATION
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)		
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?		
			Company: <u>N/A</u> Warranty Expiration Date: _____		
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)		
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)		
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)		
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)		

Additional Comments:

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

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

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

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

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

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

YES	NO	DON'T KNOW	SECTION 9
			SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
			The law requires that the Seller disclose the existence of special assessments against a property.
☐	☒	☐	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☒	☐	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			☐ Owner ☐ County ☐ Public Record ☐ Other: _____
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? _____ Initiation Fee? _____
			Homeowner's Association contact information: _____
☐	☒	☐	Is the property subject to a right of first refusal?
☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☒	☐	Any violations of such covenants and restrictions?
Comments:			

YES	NO	DON'T KNOW	SECTION 10
			MISCELLANEOUS
☐	☐	☒	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☒	☐	Is the present use of the property a non-conforming use?
☒	☐	☐	Have there been any insurance claims during the seller's ownership?
☒	☐	☐	Were repairs made? If so, explain: <u>Remediation of Kitchen due to owner's death</u>
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☐	☒	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☐	☒	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☒	☐	☐	Does any other personal property remain? If YES, please list: <u>Yes large furniture pieces for staging</u>
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
☐	☒	☐	☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☒	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☒	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
			Explain: _____
☐	☒	☐	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☐	☒	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☐	☒	Are there any transferable warranties on the property or any of its components?
Comments:			

Any Additional Comments For Part II:

Kitchen floor, walls, and lower cabinets have been restored and remodeled:

SELLER'S ACKNOWLEDGEMENT

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

292 Seller is occupant: ☐ YES ☒ NO

293 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.

294 SELLER: Dore L. Hein 11-8-23 SELLER: _____
 295 Date Date

296 **BUYER'S ACKNOWLEDGEMENT AND AGREEMENT**

297 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject
 298 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by
 299 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract
 300 with the Seller.

301 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical
 302 defects in the property.

303 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 304 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
 305 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 306 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

307 4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that
 308 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be
 309 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential
 310 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by
 311 contacting the Metropolitan Area Planning Department.

312 BUYER: _____ BUYER: _____
 313 Date Date

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Property Address: 38937 Sassafrass Rd. - Belvue, KS 66407

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Seller's Disclosure

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

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

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

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☒ BM Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Authentisign <u>Greg L. Heine</u>	<u>11/08/2023</u>	Seller	Date	Seller	Date
Authentisign <u>Braden McCurdy</u>	<u>11/08/2023</u>	Purchaser	Date	Purchaser	Date
Authentisign <u>Agent</u>	<u>Date</u>	Agent	Date	Agent	Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 38937 Sassafrass Rd. - Belvue, KS 66407

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

If yes, what type? Irrigation ☒ Drinking ☐ Other ☐

Location of Well: 2 wells Central 150 ft from house. North end feed lot building

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

If yes, what type? Septic ☒ Lagoon ☐

Location of Lagoon/Septic Access: _____

Authentisign
Greg L. Heine 11/08/2023

Owner/Seller _____ Date _____

Owner/Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:
6 38937 Sassafrass Rd. - Belvue, KS 66407

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

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

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

10   Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or
12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

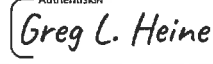
16   Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or
18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

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

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

24 **CERTIFICATION**

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

28  11/08/2023

29 Seller _____ Date _____

Buyer _____ Date _____

30
31 Seller _____ Date _____

Buyer _____ Date _____

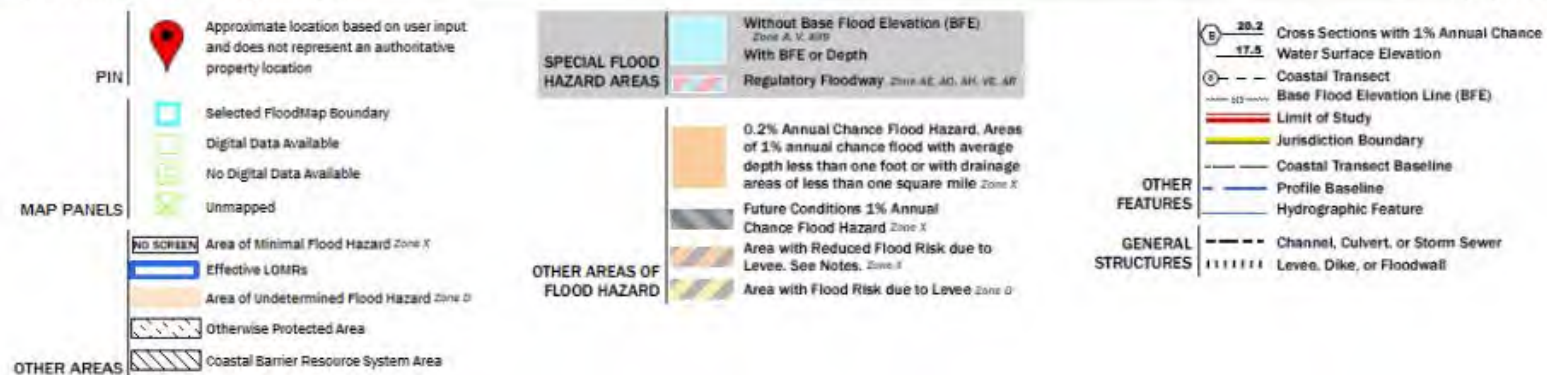
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38937 Sassafrass Rd., Belvue, KS 66407- Zoning AG Agricultural



10/2/2023

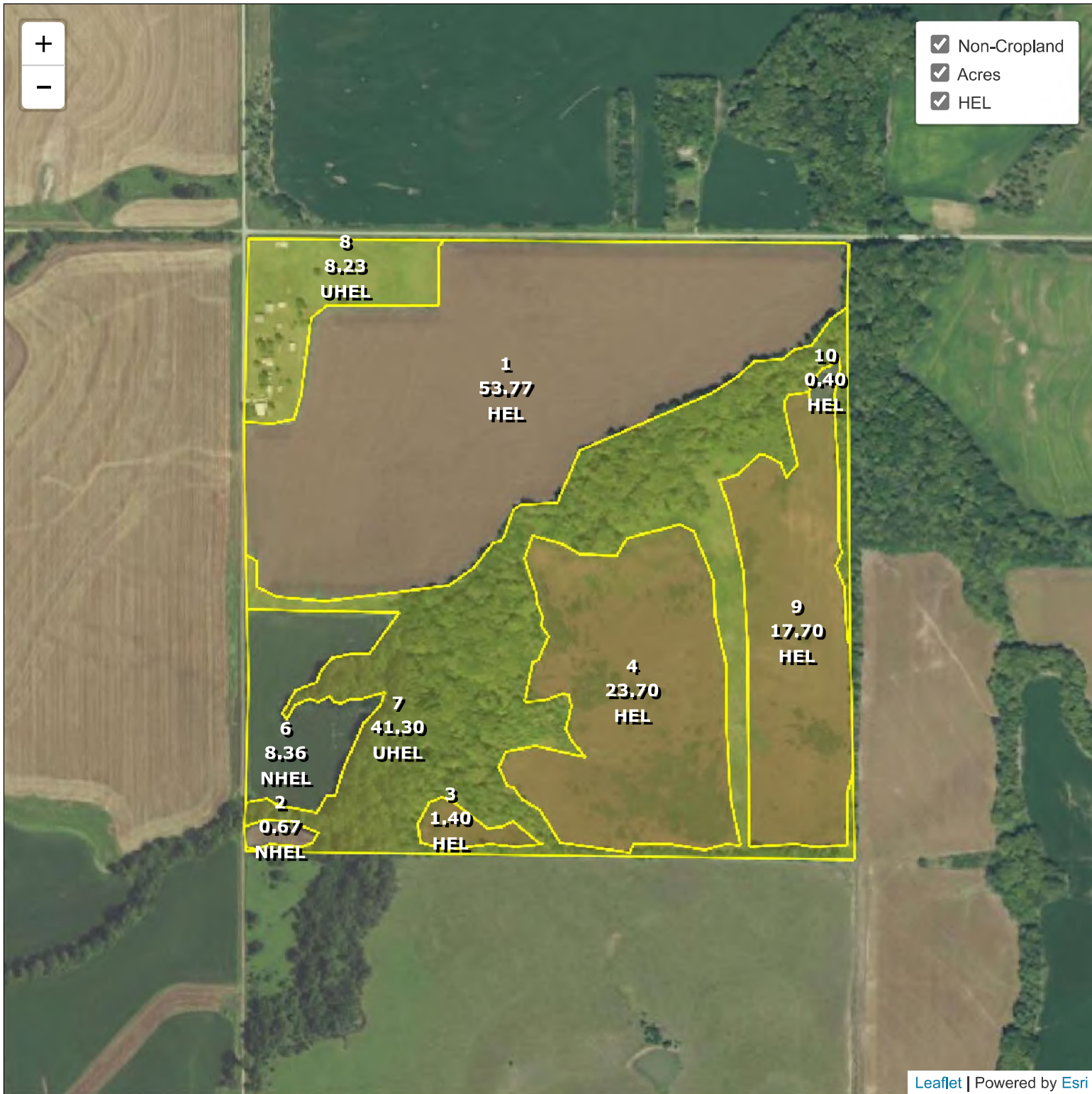
38937 Sassafrass Rd., Belvue, KS 66407 - Flood



38937 Sassafrass Rd., Belvue, KS 66407- Aerial



10/2/2023



Common Land Unit

Cropland Non-cropland CRP

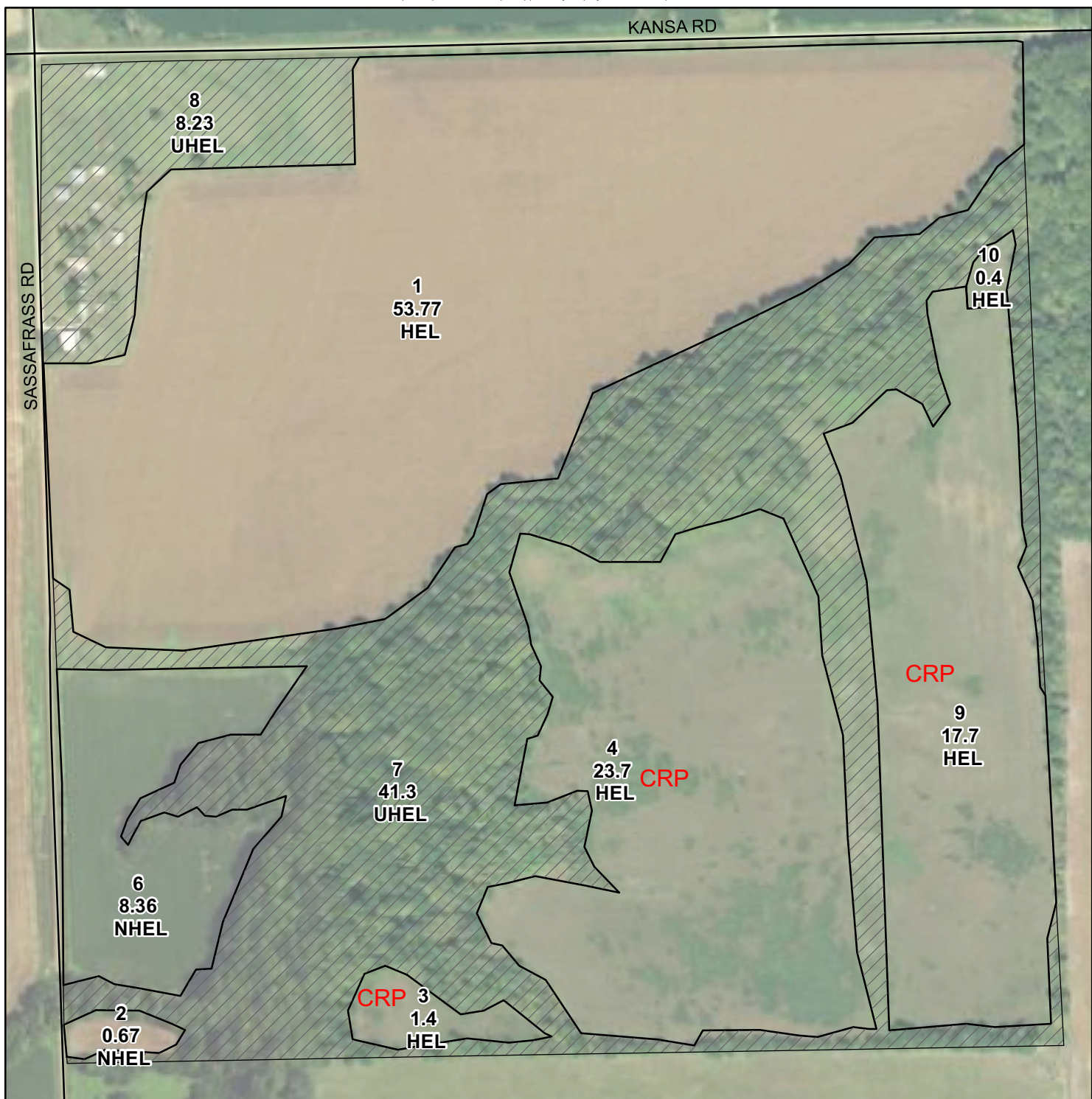
Farm **2575**
Tract **762**

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2023 Crop Year





United States Department of Agriculture Farm Service Agency

Wabaunsee County

27-10-11



Map created on 10/13/2022

Farm: 2575

Tract: 762

Land Class

- ☐ Cropland
- ☒ Not Cropland

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass NAG, NI, LS |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG |
| 5/ Grass NAG, NI, GZ | 10/ Grass SMO, NI, LS |

2023 crop year



Abbreviated 156 Farm Record

Operator Name :
CRP Contract Number(s) : 10064
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
155.53	106.00	106.00	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	63.20		0.00		42.80	0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	WHEAT, CORN

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	5.76	0.00	34	
Corn	25.49	0.00	115	
Soybeans	31.75	0.00	40	0
TOTAL	63.00	0.00		

NOTES

Tract Number : 762

Description : I3/2B NW1/4 27-10-11

FSA Physical Location : KANSAS/WABAUNSEE

ANSI Physical Location : KANSAS/WABAUNSEE

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners :

Other Producers : None

Recon ID : None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
155.53	106.00	106.00	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 762 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	63.20	0.00	42.80	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	5.76	0.00	34
Corn	25.49	0.00	115
Soybeans	31.75	0.00	40
TOTAL	63.00	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA - 578 (09-13-16)

Farm Number: 2575

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

DATE: 11/21/2023
PAGE: 1

Operator Name and Address

Original: NAK
Revision: KLA
Cropland: 106.00
Farmland: 155.53

Tract Number	CLU/Field	Crop/Commodity	Var/Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date
762	1	CORN	YEL	GR		N	C	N	I	A	53.77		Yes		O	04/18/2023	01	
Producer					Share 100.00		FSA Physical Location Wabaunsee, Kansas									NAP Unit 2380	Signature Date 05/31/2023	
2		GRASS	SMO	FG		N	C	N	I	A	0.67		Yes		O	01/01/2010	01	2099
Producer					Share 100.00		FSA Physical Location Wabaunsee, Kansas									NAP Unit 2380	Signature Date 05/31/2023	
3		CRP	025			N	C	N	I	A	1.40		Yes		O		01	2027
Producer PAUL HEINE ESTATE					Share 100.00		FSA Physical Location Wabaunsee, Kansas									NAP Unit 3545	Signature Date 10/24/2023	
4		CRP	025			N	C	N	I	A	23.70		Yes		O		01	2027
Producer PAUL HEINE ESTATE					Share 100.00		FSA Physical Location Wabaunsee, Kansas									NAP Unit 3545	Signature Date 10/24/2023	
6		CORN	YEL	GR		N	C	N	I	A	8.36		Yes		O	04/18/2023	01	
Producer					Share 100.00		FSA Physical Location Wabaunsee, Kansas									NAP Unit 2380	Signature Date 05/31/2023	
8A		GRASS	SMO	FG		N	C	N	I	A	4.93		No		N	01/01/2010	01	2099
Producer					Share 100.00		FSA Physical Location Wabaunsee, Kansas									NAP Unit 2380	Signature Date 05/31/2023	
9		CRP	025			N	C	N	I	A	17.70		Yes		O		01	2027
Producer PAUL HEINE ESTATE					Share 100.00		FSA Physical Location Wabaunsee, Kansas									NAP Unit 3545	Signature Date 10/24/2023	
10		IDLE				N	C	N	I	A	0.40		Yes		N		01	2025
Producer PAUL HEINE					Share 100.00		FSA Physical Location Wabaunsee, Kansas									NAP Unit 714	Signature Date 02/07/2023	

Tract 762 Summary

PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty	PP	Cr/Co	Var/Type	Int Use	Irr Pr	Rpt Unit	Rpt Qty
01	GRASS	SMO	FG	N	A	5.60	01	CRP	025		N	A	42.80	01	CORN	YEL	GR	N	A	62.13
01	IDLE			N	A	0.40														

Photo Number/Legal Description: I3/2B NW1/4 27-10-11
Cropland: 106.00 Reported on Cropland: 106.00 Difference: 0.00 Reported on Non-Cropland: 4.93

FSA - 578 (09-13-16)

REPORT OF COMMODITIES

Farm Number: 2575

FARM SUMMARY

DATE: 11/21/2023
PAGE: 2

Operator Name and Address

Original: NAK
Revision: KLA
Cropland: 106.00
Farmland: 155.53

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

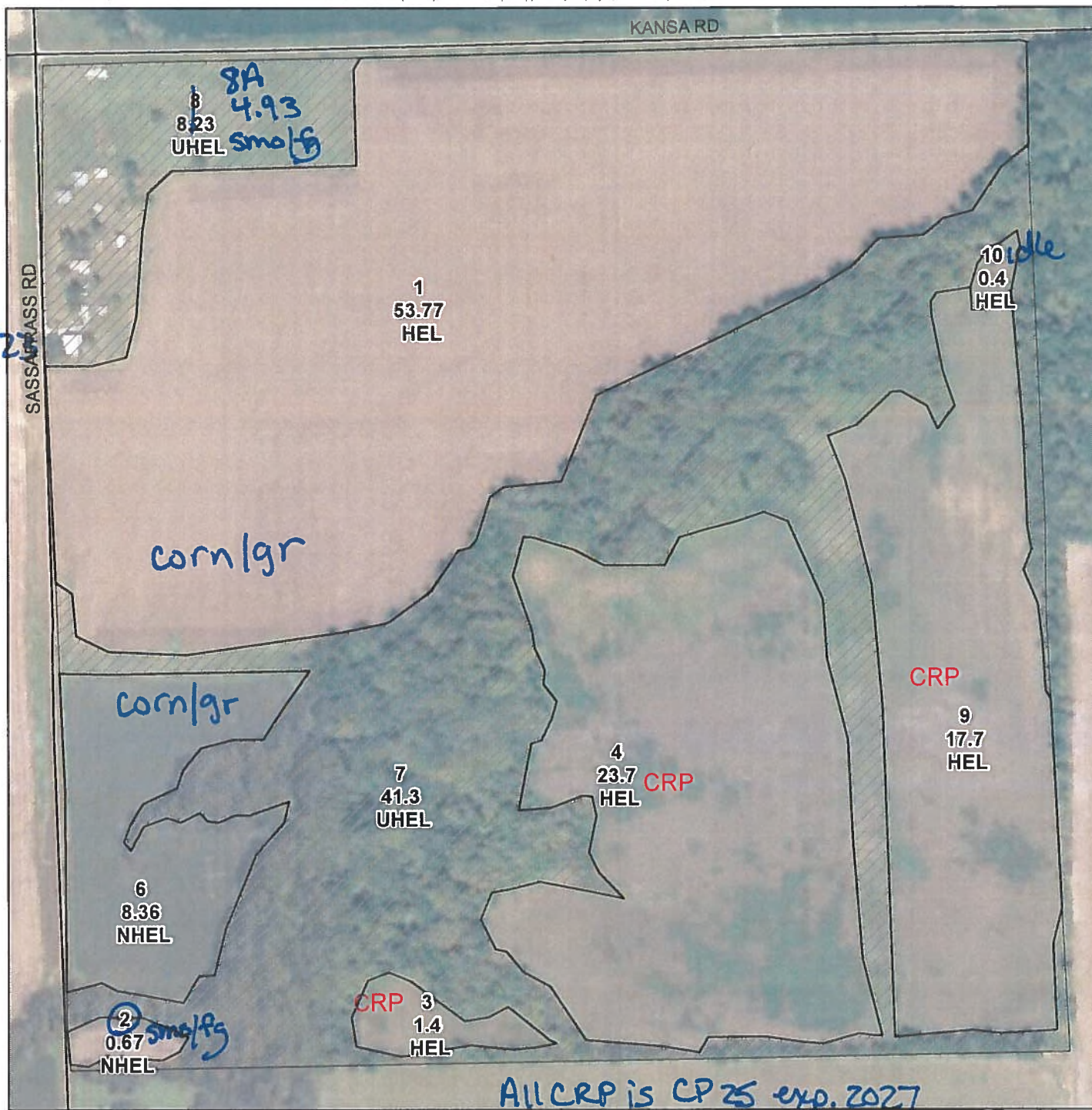
							Crop/ Commodity	Variety/ Type	Share								Crop/ Commodity	Variety/ Type	Share								Crop/ Commodity	Variety/ Type	Share			
							IDLE		100.00																							
							CRP	025	100.00																							
							GRASS	SMO	100.00	CORN	YEL	100.00																				
Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity		Planting Period	Crop/ Commodity	Variety/ Type	Intended Use	Irrigation Practice	Reporting Unit	Reported Quantity	Determined Quantity																
01	CRP	025		N	A	42.80			01	IDLE			N	A	0.40																	
01	CORN	YEL	GR	N	A	62.13			01	GRASS	SMO	FG	N	A	5.60																	

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

Producer's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date
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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

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United States Department of Agriculture Farm Service Agency

Wabaunsee County



Map created on 10/13/2022

Farm: 2575

Tract: 762

CRP + Idle 1007. Paul

Land Class

- ☐ Cropland
- ☐ Not Cropland

Wetland Determination Identifiers

- Restricted Use
- ▲ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|-----------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass NAG, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Grass NAG, NI, LS |
| 3/ All Corn YEL, NI, GR | 8/ Grass SMO, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 9/ Grass SMO, NI, FG |
| 5/ Grass NAG, NI, GZ | 10/ Grass SMO, NI, LS |

Heines House

2023 crop year

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. 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.

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

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)*

