



155 +/- Acres on Daisy Rd. | Abilene, KS 67410

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

BIDDING CLOSING: Wed, April 30th @ 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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ALL FIELDS CUSTOMIZABLE



MLS # 653421
Class Land
Property Type Farm
County Dickinson
Area SCKMLS
Address 155.90 +/- Acre Daisy Rd & 1300
Address 2
City Abilene
State KS
Zip 67410
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0



GENERAL

List Agent - Agent Name and Phone	Curtis Marshall - CELL: 785-826-0824	List Date	3/26/2025
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	316-867-3600	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	No
Parcel ID	021-222-04-0-00-00-001.00-0	Virtual Tour Y/N	
Number of Acres	155.90		
Price Per Acre	0.00		
Lot Size/SqFt	6791004		
School District	Abilene School District (USD 435)		
Elementary School	Other		
Middle School	Abilene		
High School	Abilene		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	LONG LEGAL - SEE TITLE WORK		

DIRECTIONS

Directions (Dickinson County/Abilene) Southwest corner of 1300 Ave & Daisy Rd.

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$2,220.70
General Tax Year	2024
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, April 22nd, 2025 at 2 PM (cst) | BIDDING CLOSING: Wednesday, April 30th, 2025 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!!! Excellent opportunity to acquire 155.90 acres of productive farmland in southwest Dickinson County, Kansas. Located at the corner of Daisy and 1300 Ave, this diverse property features a strategic combination of quality tillable farmland, income-producing CRP acreage, and natural features. According to FSA records, the property includes 123 effective acres of cropland. The farmland is currently leased on a 1/3rd 2/3rd crop share arrangement, with the buyer to receive the owner's share in both the crop and expenses upon transfer of the property. The property is also in the Walk In Hunting lease program with the Kansas Department of Wildlife. The lease income will be prorated to the new buyer, this contract and be continued or canceled, please see the disclosures section for more information. The remaining acreage is currently enrolled in two CRP contracts: • 22.06 acres paying \$46 per acre annually (\$1,015 total) until 9/30/2025 • 11.01 acres paying \$91.10 per acre annually (\$1,003 total) until 9/30/2031 A tree-lined draw in the northwest corner adds character to the property and provides wildlife habitat. The combination of productive farmland and conservation areas creates a balanced investment opportunity with both immediate returns and long-term value. Features: • 155.90 total acres o NE ¼ S04, T15, R01E • 123 effective acres of tillable farmland • Currently leased on 1/3rd 2/3rd crop share • Buyer to receive owner's share in crop and expenses • 33.07 acres in CRP contracts • Combined annual CRP payments of \$2,018 • Tree-lined draw in northwest corner • Corner location at Daisy and 1300 Ave • 2 miles northwest of Holland • 8 miles northeast of Gypsum • 16 miles west of Salina This property presents an ideal opportunity for farmers looking to expand their operations or investors seeking quality Kansas farmland with established income streams from both farming operations and CRP contracts. Don't miss this chance to add a productive Dickinson County farm to your portfolio! The 2 CRP contracts will need to be described in the PIP. 22.06 acres paying \$46.00 per acre. Ending date of contract 9/30/2035. Annual contract payment \$1,015 11.01 acres paying \$ \$91.10 per acre. Ending date of contract 9/30/2031. Annual contract payment \$1,003 The property is currently leased on a 1/3rd 2/3rd crop share agreement. Possession can be granted after wheat harvest. The buyer will receive the owner's share in the wheat crop and expenses. The buyer will be required to pay their share of expenses at the time of closing. This property is currently enrolled in the Walk in Hunting program through the Kansas Department of Wildlife until 2032. The hunting period for this property is September 1- January 31. The contract was entered into in 2022 with a one lump sum payment of \$11 ,559.78. This payment will be prorated to the new buyer at the time of closing and the buyer will be able to continue the contract or terminate as outlined in the contract located in the property information packet. For further questions please reference the contract or contact the auction manager 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 bid price of \$800,000 (plus Buyer's Premium, if applicable). For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre.

AUCTION

Auction Date	4/22/2025	Auction Location	www.mccurdy.com
Auction Offering	Real Estate Only	Auction Start Time	2:00 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	4/29/2025 by 5:00 PM	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

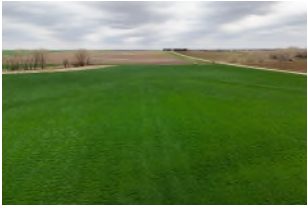
TERMS OF SALE

Terms of Sale *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 (\$2,500.00 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 of \$50,000.

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 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. 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. 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 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; easements; covenants; 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 had 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.
3. 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.
4. 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.
5. There will be a 10% buyer's premium (\$2,500.00 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.
6. The Real Estate is not offered contingent upon financing or appraisal.
7. 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, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. 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.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. 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.
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. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed 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 voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
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 Real Estate 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 reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
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. 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 account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.

21. 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 nor 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.
22. The ability to "pre-bid" or to place 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 that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. 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. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. 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.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. 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.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth 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.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 Property Address: 155.90+/- Acres On Daisy Rd & 1300 Dickinson County KS - Abilene, KS

2 Seller: Dixie M. Lanning Trust Date of Purchase: _____

3 Property currently zoned as: _____

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

20 ☒ ☐ ☐ ☐ ☐ Well/Pump _____
21 ☒ ☐ ☐ ☐ ☐ Drinking _____ Irrigation _____
22 ☐ ☐ ☐ ☐ ☐ Location _____
23 ☐ ☐ ☐ ☐ ☐ Depth _____
24 ☐ ☐ ☐ ☐ ☐ Type _____

25 If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No

26 Is the property connected to ☐ city ☐ rural water systems?

27 Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____

28 ☒ ☐ ☐ ☐ ☐ Cistern _____

29 ☒ ☐ ☐ ☐ ☐ Other _____

30 Comments: Rural Water runs on East side of property. Not 100%
31 sure

DRAINAGE/SEWAGE SYSTEMS

32 ☒ ☐ ☐ ☐ ☐ Sewer Lines _____
33 ☒ ☐ ☐ ☐ ☐ Septic/Laterals _____
34 ☒ ☐ ☐ ☐ ☐ Lagoon _____
35 ☒ ☐ ☐ ☐ ☐ Tank Size _____ Location _____
36 ☒ ☐ ☐ ☐ ☐ # Feet of Laterals _____
37 ☒ ☐ ☐ ☐ ☐ Other _____
38 ☒ ☐ ☐ ☐ ☐ Other _____

39 Comments: _____

40 Seller's Initials



41 Buyer's Initials

PART II

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

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

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

Yes
No
Don't Know

- 53 ☐ ☒ ☐ Is gas connected to property? If not, distance to nearest source? Link
54 ☐ ☒ ☐ Is electricity connected to property? If not, distance to nearest source? 50 ft.
55 ☐ ☒ ☐ To your knowledge, is there any additional costs to hook up utilities?
56 If yes, please explain: _____
57 _____
58 _____
59 _____

Comments: _____

DRAINAGE/SEWAGE SYSTEMS

- 60 ☐ ☒ ☐ Is property connected to a public sewer system?
61 If yes, no explanation required.
62 ☐ ☒ ☐ Is there a septic tank/lagoon system serving this property?
63 If yes, when was it last serviced? Date _____
64 ☐ ☒ ☐ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
65 ☐ ☒ ☐ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
66 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
67 ☐ ☒ ☐ If so, is this property in compliance?
68 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
69 ☐ ☒ ☐ Do you currently pay flood insurance?
70 ☐ ☒ ☐ Other drainage/sewage systems and their conditions: _____
71 Comments: _____
72 _____

BOUNDARIES/LAND

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

Seller's Initials

DS

Buyer's Initials

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

☐ ☒ ☐

Is the property subject to rules or regulations of any homeowner's association?

Annual dues \$ _____ Initiation Fee \$ _____

☐ ☒

To your knowledge, are there any problems relating to any common area?

☐ ☒

Have you been notified of any condition which may result in an increase in assessments?

Comments: _____

ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?

☐ ☒

Asbestos

☐ ☒

Contaminated soil or water (including drinking water)

☒ ☐

Landfill or buried materials

☐ ☒

Methane gas

☐ ☒

Oil sheers in wet areas

☐ ☒

Radioactive material

☐ ☒

Toxic material disposal (e.g., solvents, chemicals, etc.)

☐ ☒

Underground fuel or chemical storage tanks

☐ ☒

EMFs (Electro Magnetic Fields)

☐ ☒

Gas or oil wells in area

☐ ☒

Other

☐ ☐

To your knowledge, are any of the above conditions present near your property?

Comments: There was a residence on the property that was torn down
(50s-60s). I believe the debris was pushed into the basement &
covered.

MISCELLANEOUS

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?

☐ ☒

Are there any violations of local, state or federal government laws or regulations relating to this property?

☐ ☒

Is there any existing or threatened legal or regulatory action affecting this property?

☐ ☒

Are there any current special assessments or do you have knowledge of any future assessments?

☐ ☒

Are there any proposed or pending zoning changes on this or adjacent property?

☐ ☒

Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?

☐ ☒

Are there any diseased or dead trees or shrubs?

☐ ☒

Is the property located in an area where public authorities have or are contemplating condemnation proceedings?

☐ ☒

Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: _____

Seller Owns:

☐ ☒

Mineral Rights:

100 % pass with the land to the Buyer _____ % remain with the Seller

_____ % are owned by third party X unknown

☐ ☒

Are there any oil, gas, or wind leases of record or Other? Please explain: _____

100% Buyer

☒ ☐

Crops planted at the time of sale:

1/3 pass with the land to the Buyer _____ remain with the Seller

_____ none _____ negotiable

_____ Other (please describe): _____

Seller's Initials

Buyer's Initials

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

Water Rights:

100% pass with the land to the Buyer - Permit # _____

_____ remain with the Seller - Permit # _____

_____ have been terminated

Comments: _____

SELLER'S ACKNOWLEDGMENT

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

David L. Perry TTEE 03/25/25
Seller Date

Seller Date

OR

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

Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

Buyer Date Buyer Date

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Seller's Initials

DP

Buyer's Initials



WATER WELL INSPECTION REQUIREMENTS

Property Address: 155.90+/- Acres On Daisy Rd & 1300, Dickinson County -
Abilene, KS 67410

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: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

 03/26/2025

Owner/Seller David J. Lanning, Trustee - Dixie M.Lanning Trust Date _____

Owner/Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

View Contract

Contract Status:	Approved	Activity Type:	No Activity
Admin State:	Kansas (20)	Admin County:	Dickinson (041)
Physical State:	Kansas (20)	Physical County:	Dickinson (041)
Contract Number:	11071B	Signup Number:	48
Program Type:	CRP	Signup Name:	Continuous SU48
Program Year:	2017	Signup Type:	Continuous
Contract Description:	TERRA_KS041_F1144_T1849_S1-15	Subcategory Type:	REGULAR

Parent Contract: Dickinson, KS [11071A](#)

Approval Date:	01/22/2025	Original Contract Start Date:	10/01/2016
Revised Contract Start Date:	10/01/2024	Contract End Date:	09/30/2031
Contract Acres:	11.01	Re-enrolled Acres:	11.01
Cropland Acres:	11.01	Marginal Pastureland Acres:	0.00
Non-Cropland Acres:	0.00	HUC Code:	102600080402
Extended:	No	Approved For Early Termination:	No
Termination Criteria:	N/A	Contract Validity:	Valid
Payable Acres:	11.01	Cover Maintenance Performed By:	N/A
Does a C/S Agreement Exemption apply?	No	Water/Wind EI:	n/a / n/a

Rate Information and PL Rule

Effective Start Date	Effective End Date	Rental Rate per Acre	Annual Contract Payment	PL Rule	AGI Threshold
10/01/2024	09/30/2031	\$91.10	\$1,003	5-PL	\$900,000

Farm/Tract and CLU Information

Farm Number	Tract Number	CLU	CLU Acres	Rental Reduction Code
1144	1849	9	2.46	None
1144	1849	4	3.11	None
1144	1849	3	5.44	None

Producer Information

Producer Name	Address	City	State	Zip	Share	Deceased Producer Date
					100.00 %	N/A

Practice Information

Practice Code	CLU	SAFE Area	Practice Status	Practice Acres	Estimated Cost Share per Practice
CP21	3	N/A		5.44	\$390
CP21	4	N/A		3.11	\$223
CP21	9	N/A		2.46	\$177

Predecessor-Successor Division(s) of Payment agreement

None

View Contract

Contract Status:	Approved	Activity Type:	No Activity
Admin State:	Kansas (20)	Admin County:	Dickinson (041)
Physical State:	Kansas (20)	Physical County:	Dickinson (041)
Contract Number:	11242B	Signup Number:	54
Program Type:	CRP	Signup Name:	General CRP Signup 54
Program Year:	2021	Signup Type:	General
Contract Description:	TERRA_KS041_F1144_T1849_S1-15	Subcategory Type:	REGULAR

Parent Contract: Dickinson, KS [11242A](#)

Approval Date:	01/22/2025	Original Contract Start Date:	10/01/2020
Revised Contract Start Date:	10/01/2024	Contract End Date:	09/30/2035
Contract Acres:	22.06	Re-enrolled Acres:	22.06
Cropland Acres:	22.06	Marginal Pastureland Acres:	0.00
Non-Cropland Acres:	0.00	HUC Code:	102600080402
Extended:	No	Approved For Early Termination:	No
Termination Criteria:	N/A	Contract Validity:	Valid
Payable Acres:	22.06	Cover Maintenance Performed By:	N/A
Does a C/S Agreement Exemption apply?	No	Water/Wind EI:	7/2

Rate Information and PL Rule

Effective Start Date	Effective End Date	Rental Rate per Acre	Annual Contract Payment	PL Rule	AGI Threshold
10/01/2024	09/30/2035	\$46.00	\$1,015	5-PL	\$900,000

Farm/Tract and CLU Information

Farm Number	Tract Number	CLU	CLU Acres	Rental Reduction Code
1144	1849	0006	10.97	None
1144	1849	0001	11.09	None

Producer Information

Producer Name	Address	City	State	Zip	Share	Deceased Producer Date
					100.00 %	N/A

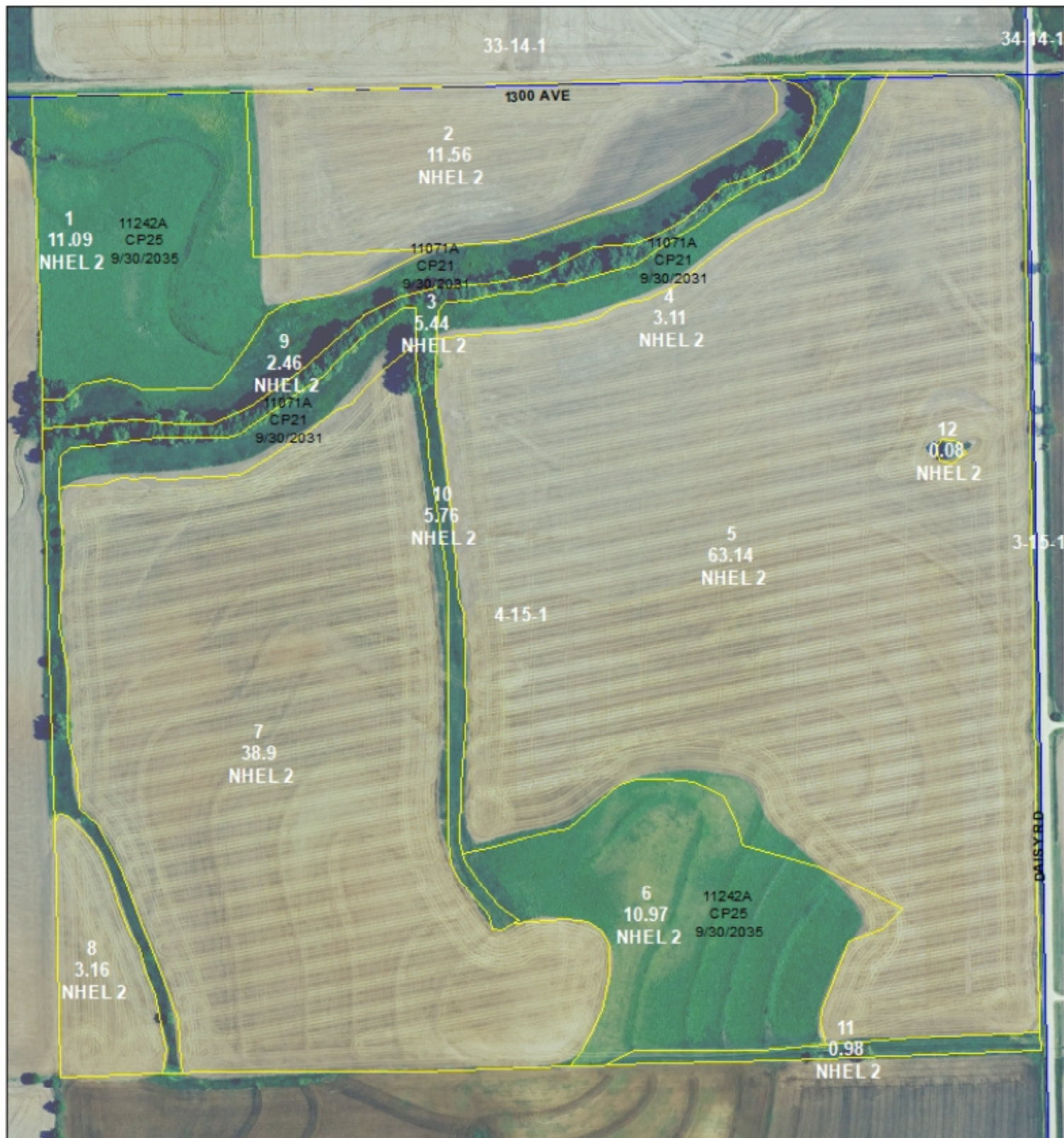
Practice Information

Practice Code	CLU	SAFE Area	Practice Status	Practice Acres	Estimated Cost Share per Practice
CP25	0001		Existing	11.09	\$730
CP25	0006		Existing	10.97	\$722

Re-enrolled Acres Information

CLU	Expired Contract Number	Expired Signup Name	Expired Practice Code	Re-enrolled Acres
0006	20-041-1493C	26 General	CP25	10.97
0001	20-041-1493C	26 General	CP25	11.09

Predecessor-Successor Division(s) of Payment agreement



United States Department of Agriculture
Farm Service Agency



October 28, 2024

Farm: 1144
Tract: 1849

Dickinson County, Ks-CY 2025
Non Irrigated Unless Otherwise Indicated
All Wheat HRW, NI, GR
All Sorghum GRS, NI, GR
All Corn Yellow, NI, GR
All Soybean, COM, NI, GR

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area.
Refer to your original determination (CPA-026 and attached maps) for exact wetland
boundaries and determinations, or contact NRCS.

**Kansas Department of Wildlife, Parks and Tourism
Voluntary Public Access Hunting Contract**

This contract is between the Kansas Department of Wildlife, Parks and Tourism, called the Department,
and _____

Individual		Business Name	
_____	_____	_____	_____
Mailing Address		City	State
_____	_____	_____	_____
Primary Telephone	Alternate Telephone	Social Security	Vendor ID
_____	_____	_____	_____

hereinafter called the Cooperator.

Legal description(s) of land open for public hunting access are listed in Area Images Attachments:

Total Acres: **156**

Those land areas, as shown, are specifically included in the provisions of this Contract. Attachment Areas consists of 1 land area(s), hereby incorporated by reference.

- The Cooperator agrees to allow public hunting access on the above described tract(s) of land for 10 year(s), beginning 2022, and ending 2032, provided access shall be noticed for the hunting period:

Sept. 1 - Jan. 31

However, the Department shall have access at other times within the years specified to perform its obligations pursuant to Paragraph 4 below and the Cooperator agrees to maintain habitat to provide adequate hunting quality and opportunity, and

- The Department agrees to pay in return for this Contract to the Cooperator a total sum of **\$11,559.78**, to be paid within 90-days of the Contract becoming binding as pursuant to Paragraph 13 below.

The total sum due the Cooperator is derived from the following:

Signup Incentive Payment (SIP): $\$66.66 \text{ (SIP \$/Acre)} \times 33 \text{ (Applicable Acres)} = \$2,199.78$

Access Payment: $\$6.00 \text{ (\$/Acre)} \times 156 \text{ (Total Acres)} \times 10 \text{ (Number of Years)} = \$9,360.00$

Further, the Department agrees to provide the following:

Boundary signs and/or posts, install and erect signs, and

All signs and posts shall remain the property of the Department.

- On the Contracted areas the Cooperator agrees:

- to provide proof of property enrollment in an applicable USDA conservation program for any acres eligible for Signup Incentive Payment, which will be attached to and made a part of this Agreement;
- to reasonably protect all habitat from destruction such as grazing, mowing, fires, tillage, chemical spraying, and timber cutting, and to report significant habitat changes to the Department as soon as they occur;
- that the public shall have unrestricted access to said land for the purpose of hunting and that such access will be restricted to foot traffic only except on designated trails as mutually agreed upon between the Department and the Cooperator; and
- additional undertakings by Cooperator are to be specified:

No haying CRP

- On the Contracted land, the Department agrees:
 - to provide added law enforcement;
 - to notify the public of the exact location of the said area(s);
 - to provide payment for access agreements upon satisfactory completion of this Contract pursuant to Paragraph 2 above; and
 - to provide signs and posts (as needed) to designate the property boundaries.
- Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department, for contract support in multi-year contracts, the Department may terminate the Contract in those years. In the event of such a termination, the notice and proration provisions of Paragraph 8 shall apply.

6. Inadequate habitat conditions or restriction of public access beyond the limits established contractually to said land by the Cooperator during the Contract period may void, at the Department's election, all or a portion of this Contract.
7. Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Upon receipt of such notice, the Department will, within ten (10) business days, remove the signage and any materials provided in Paragraph 2 above. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.
8. This Contract can be terminated at any time by either party upon thirty (30) days written notice, however any prepaid contract payments unearned as a result of a termination of the Contract by the Cooperator will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.
9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.
10. Failure of the Cooperator to comply with these Contract terms may at the Department's election be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.
11. The Cooperator attests by his/her signature below that he/she holds the right to grant access to the above shown land for the purpose of allowing public hunting.
12. The Cooperator understands that access is by foot only, except as provided in Paragraph 3(b), that the land will be periodically inspected by Department personnel for the purposes of monitoring hunters' conduct, and to otherwise enforce all wildlife and parks laws, and other laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land), and that the Cooperator, as a property owner may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.
13. This writing and its attachments contains all the agreements between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department, or his/her designee; the execution by the Local Department Representative noted below is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.
14. Equal opportunity to participate in and benefit from the Kansas Department of Wildlife, Parks and Tourism program described herein is available to all persons regardless of race, color, national origin or ancestry, religion, age, sex, disability, sexual orientation, gender identity, political affiliation, or military or veteran status.
15. This contract is funded in part under the U.S. Sportfish and Wildlife Restoration Act. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.
16. The Cooperator certifies by contract signature that any Cooperator/Payee is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

Clint Thornton

Local Department Representative

P.O. Box 293

Address

Wakefield, KS 67487

City, State Zip

785-259-2474

Telephone Number

Cooperator's Signature(s)

Date

Assistant Secretary for Operations

Date

ATTACHMENTS

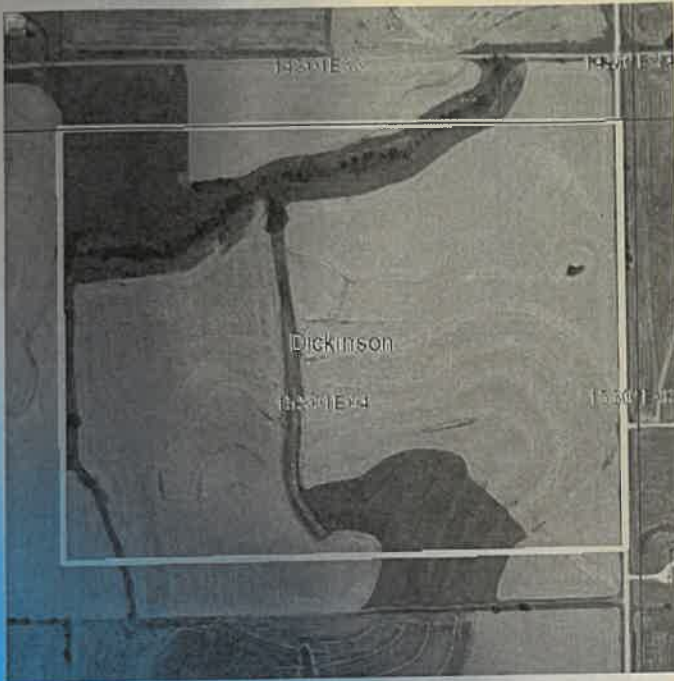
Those land areas, as shown, are specifically included in the provisions of this contract.

AREA ID: 29938

County: Dickinson TRS: 15S01E04

Acres: 160.41 Archery & Shotshell Only: No

Notes:





Abbreviated 156 Farm Record

Operator Name : TARN FARMS LLC
CRP Contract Number(s) : 11071B, 11242B
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
156.65	156.65	156.65	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	123.58		10.30		33.07	0.00	0.00	0.00

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

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	73.49	0.00	61	0
Oats	0.00	6.00	0	
Grain Sorghum	0.00	6.04	0	
Soybeans	49.29	23.58	28	0
Barley	0.00	0.40	0	
TOTAL	122.78	36.02		

NOTES

Tract Number : 1849

Description : B14/2B/ NE4 4-15-1

FSA Physical Location : KANSAS/DICKINSON

ANSI Physical Location : KANSAS/DICKINSON

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners :

Other Producers : None

Recon ID : None



Abbreviated 156 Farm Record

Tract Land Data

Tract 1849 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
156.65	156.65	156.65	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	123.58	10.30	33.07	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	73.49	0.00	61
Oats	0.00	6.00	0
Grain Sorghum	0.00	6.04	0
Soybeans	49.29	23.58	28
Barley	0.00	0.40	0
TOTAL	122.78	36.02	

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, 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.

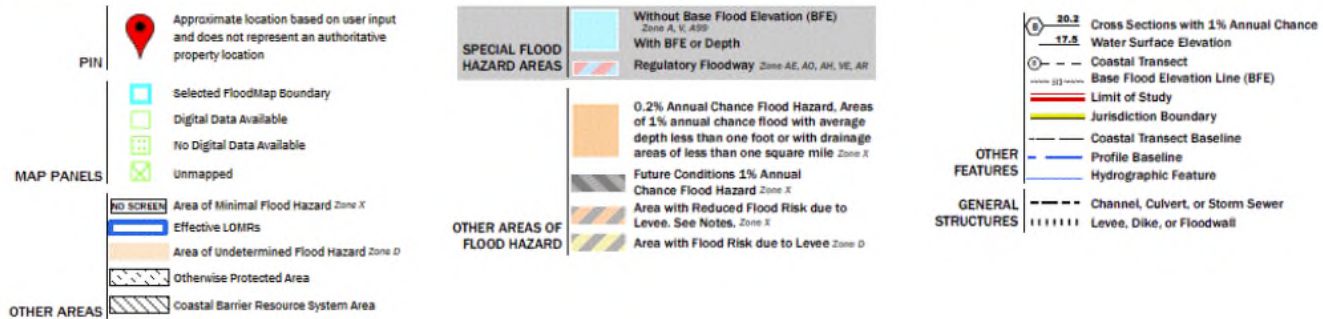
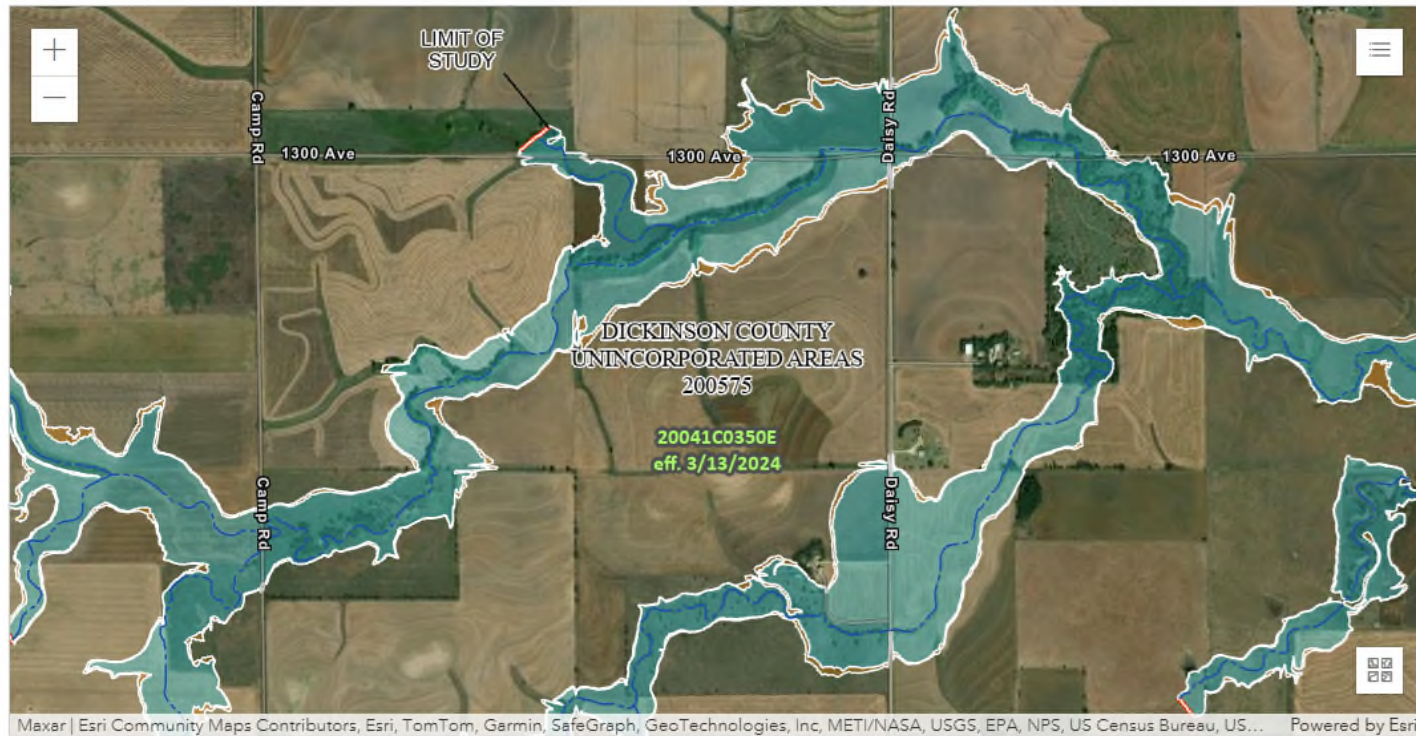
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay 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 [How to File a Program Discrimination Complaint](#) 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.

Description		Quantity	Unit price		Total \$
<u>Lime</u>		328 tons	\$13.00/ton	1/3	\$1,421.33
<u>Variable lime application</u>		328 tons	\$8.00/ton	1/3	\$874.67
Done by Crop Service	9/27/2024				
<u>Plant wheat</u>		116 acres			
10/1/2024					
<u>Starter Fertilizer (12-40-0-7-1)</u>					
100#/a on 127 acres actually drilled		12700#	\$.42/#	1/3	\$1,778.00
<u>Seed wheat</u>					
Rock Star 85#/acre					
<u>Seed treatment</u>					
N-Compass	(fungicide & insecticide)	177 bu.	\$6.30/bu.	1/3	\$371.70
<u>Nirtogen/Sulfur</u>					
100-0-0-15		3872 gals	\$1.60/gal	1/3	\$2,065.07
Prescription on 120.5 acres applied with stream bars					
Application	3/10/2025	116 acres			
Deep nitrate soil test		116 acres	\$7.50/acre	1/3	\$290.00
Amount Due					\$6,800.77

155 +/- Acres on Daisy Rd., Abilene, KS 67410

FEMA Map



155 +/- Acres on Daisy Rd, Abilene, KS 67410 - Aerial

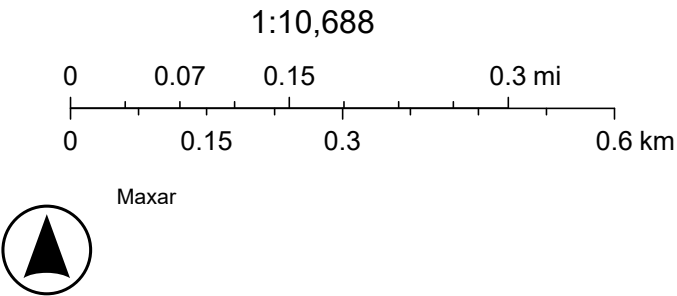


4/10/2025, 11:07:15 AM

Road Lines

- Other
- Parcel Boundaries
- Sections
- World Imagery

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 2.4m Resolution Metadata



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)*

