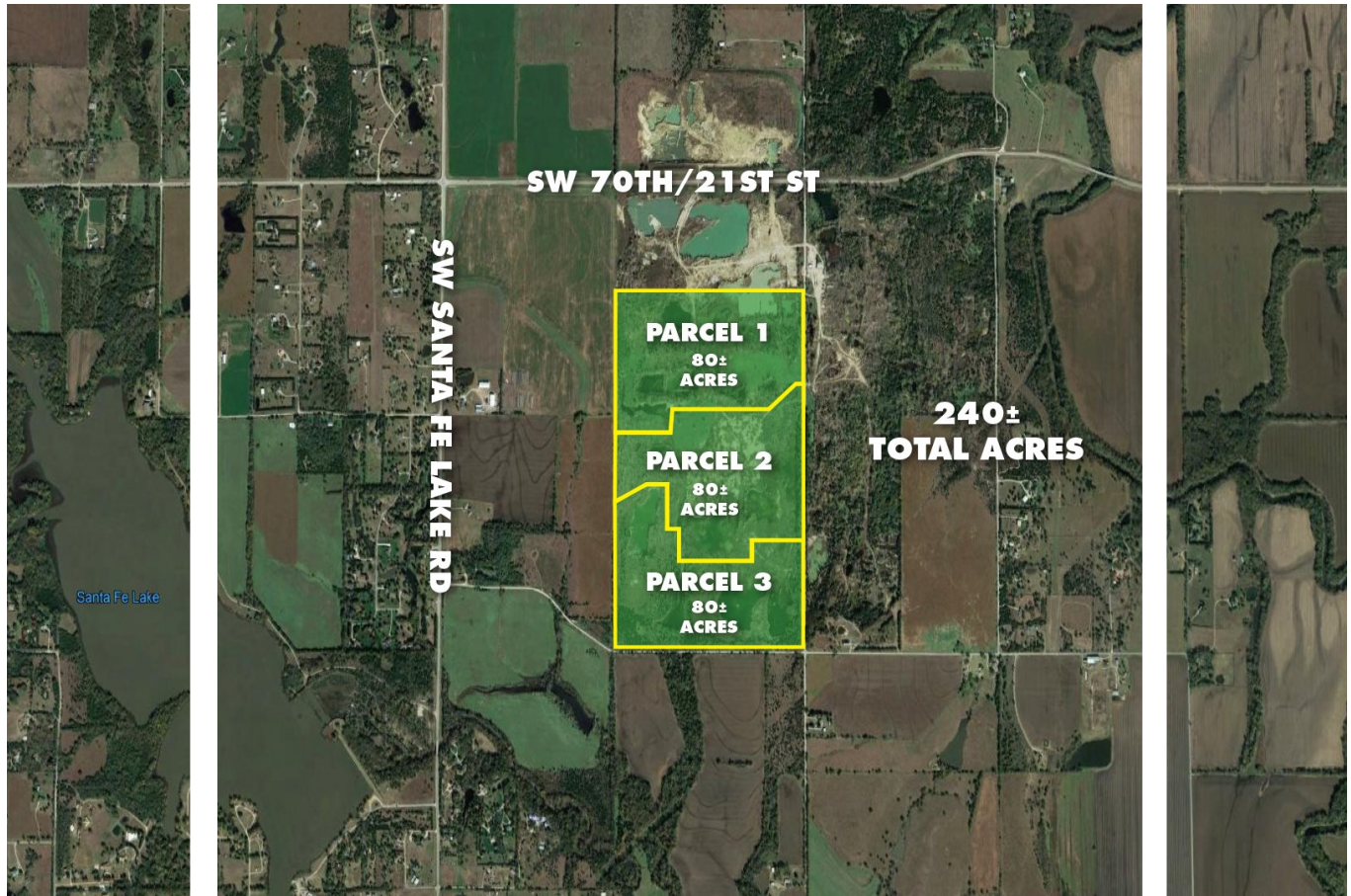


PROPERTY INFORMATION PACKET | THE DETAILS



(3) 80 +/- Acre Parcels | Augusta, KS 67010

AUCTION: Thursday, September 17th 2020 @ 12:00 PM

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



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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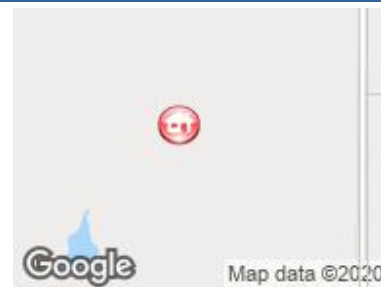
PROPERTY DETAIL PAGE
SELLERS DISCLOSURE
WATER WELL ORDINANCES
SECURITY 1 ST TITLE WIRE FRAUD ALERT
FSA MAP FROM BUTLER COUNTY
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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

ALL FIELDS CUSTOMIZABLE



MLS # 585850
Class Land
Property Type Undeveloped Acreage
County Butler
Area B01 - NW Suburban BTL
Address (3) 80 +/- Acre Parcels
Address 2
City Augusta
State KS
Zip 67010
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 6



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Date	8/24/2020
List Office - Office Name and Phone	McCurdy 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	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	00000-TBD	Sub-Agent Comm	0
Number of Acres	240.00	Buyer-Broker Comm	3
Price Per Acre		Transact Broker Comm	3
Lot Size/SqFt	240 +/- AC	Variable Comm	Non-Variable
School District	Circle School District (USD 375)	Virtual Tour Y/N	No
Elementary School	Other		
Middle School	Other		
High School	Circle		
Subdivision	MNONE		
Legal	TBD		

DIRECTIONS

Directions (Augusta) SW 70th St. & Santa Fe Lake Rd. - east to Diamond Rd., south to property.

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2019
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy and Ty Patton with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com and tpatton@mccurdyauction.com. THIS PROPERTY IS BEING OFFERED IN A LIVE STREAM AUCTION WITH REAL TIME BIDDING, AUCTION BEGINS AT 12:00 PM ON SEPTEMBER 17TH. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. Property is selling with clear title at closing and no back taxes. Property previews available. OFFERED HIGH BIDDER'S CHOICE!!! (3) 80 +/- Acre Parcels in Augusta, Kansas. This is a unique opportunity to own a former rock quarry near Santa Fe Lake. Located close to the blacktop at 21st / 70th and SW Santa Fe Lake Rd, this property offers ease of access to I-35, U.S. Highway 400, Andover, and Augusta. A rare oasis that has not been available for decades! This land is a recreational paradise that offers privacy and seclusion. Enjoy this land as a potential home site and /or for hunting or fishing. Wildlife, such as deer, turkey, and dove, walk the land and provide plenty of hunting recreation. Call for your showing today! The final legal description and property boundary lines are subject to survey. DISCLOSURES This property is being offered high bidder's choice via live stream with real-time bidding! Property is selling with clear title at closing and no back taxes. This property is undergoing a survey and lot split that is not yet reflected on the taxes or in county records. Taxes and lot sizes on the parcel will be determined at closing as final amounts will not be available until such time as the lot split is finalized. \$2,000 each at closing should Buyer desire them. September 17th - Completed Survey is now available in the "Supporting Documents" section. *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. 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 seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled 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 \$90,000 total (\$30,000 per parcel). \$30,000 anticipates closing on or before 30 days from the date of sale. A 60 day close is available at the discretion of purchaser with deposit of \$45,000 in earnest money at the time of contracting.

AUCTION

Auction Date	9/17/2020	Auction Location	www.mccurdyauction.com
Auction Offering	Real Estate Only	Auction Start Time	12:00 PM
1 - Open for Preview	Yes	1 - Open End Time	
Broker Reg Deadline	5:00 PM 9/16/2020	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES



Parcel 3



Parcel 3



Parcel 3



Parcel 3



Parcel 3



Parcel 2



Parcel 2



Parcel 1



Parcel 2



Parcel 1



Parcel 2



Parcel 2



Parcel 1



Parcel 2



Parcel 2



Parcel 2



Parcel 2



Parcel 1



Parcel 2



Parcel 3



Parcel 1



Parcel 2



Parcel 3



Parcel 3

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 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

The North Half of the Southeast Quarter, Section 7, Township 27 South,
Range 04, East of the 6th PM, Butler County, Kansas
The South Half of the Southeast Quarter, Section 7, Township 27 South,
Range 04, East of the 6th PM, Butler County, Kansas

(Preliminary legal description. Final legal description will be as described by survey.)

The South Half of the Northeast Quarter, Section 7, Township 27 South, Range 04, East of the 6th PM, Butler County, Kansas

1 **Property Address:** "(Preliminary legal description. Final legal description will be as described by survey.)"
2 **Seller:** See attached signature page **Date of Purchase:** _____
3 **Property currently zoned as:** _____

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

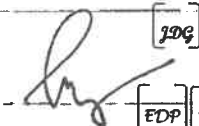
WATER SYSTEMS

20
21 ☒ ☐ ☐ ☐ ☐ Well/Pump _____
22 ☒ ☐ ☐ ☐ ☐ Drinking _____ Irrigation _____
23 _____ Location _____
24 _____ Depth _____
25 _____ Type _____
26 If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No
27 Is the property connected to ☐ city ☐ rural water systems?
28 Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____
29 ☒ ☐ ☐ ☐ ☐ Cistern _____
30 ☒ ☐ ☐ ☐ ☐ Other _____
31 _____ Comments: _____
32 _____

DRAINAGE/SEWAGE SYSTEMS

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

Seller's Initials



Buyer's Initials

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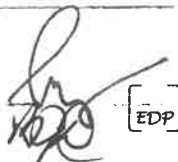
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39 ☒ ☐ ☐ ☐ ☐ Other _____
40 ☐ ☐ ☐ ☐ ☐ Comments: _____
41 _____
42 _____

Seller's Initials



EDP

Buyer's Initials

PART II

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

Yes No Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ Is there a propane tank on the property?
- 44 ☐ ☒ If yes, is it ☐ owned ☐ leased?
- 45 ☐ ☒ Is gas connected to property?
- 46 ☐ ☒ If not, distance to nearest source? _____
- 47 ☐ ☒ Is electricity connected to property?
- 48 ☐ ☒ If not, distance to nearest source? _____
- 49 ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
- 50 ☐ ☒ If yes, please explain: _____
- 51 _____
- 52 Comments: _____
- 53 _____

DRAINAGE/SEWAGE SYSTEMS

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

BOUNDARIES/LAND

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

HOMEOWNER'S ASSOCIATION

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

 [JDB] [EDP] [HB]

PART II

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

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 83 Comments: _____
 84 _____
 85 _____

 [EDP]

PART II - Continued

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

Yes **No** **Don't**

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: _____

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 _____ unknown

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

Crops planted at the time of sale:

_____ pass with the land to the Buyer _____ remain with the Seller
 _____ none _____ negotiable
 Other (please describe): _____

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

Water Rights:

_____ pass with the land to the Buyer - Permit # _____
 _____ remain with the Seller - Permit # _____
 _____ have been terminated

Comments: _____

Seller's Initials

Buyer's Initials _____

PART II - Continued

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

Yes No Don't Know

ENVIRONMENTAL CONDITIONS

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

86
87
88 ☐ ☒
89 ☐ ☒
90 ☐ ☒
91 ☐ ☒
92 ☐ ☒
93 ☐ ☒
94 ☐ ☒
95 ☐ ☒
96 ☐ ☒
97 ☐ ☒
98 ☐ ☒
99 ☐ ☒

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: _____

MISCELLANEOUS

To your knowledge:

104 ☐ ☒
105 ☐ ☒
106 ☐ ☒
107 ☐ ☒
108 ☐ ☒
109 ☐ ☒
110 ☐ ☒
111 ☐ ☒
112 ☐ ☒
113
114 ☐ ☒
115
116
117
118
119 ☒ ☐
120
121
122 ☐ ☒
123
124 ☐ ☒
125
126
127
128
129
130
131
132
133
134
135
136
137

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: _____

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_____ pass with the land to the Buyer - Permit # _____
_____ remain with the Seller - Permit # _____
_____ have been terminated

Comments: _____

Seller's Initials


[EDP]

Buyer's Initials

SELLER'S ACKNOWLEDGMENT

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

144 _____
 145 Seller Date Seller Date

OR

146 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.
 147 I have not occupied this property in 45 years and am not familiar with all conditions represented in this form.

148 _____
 149 Seller Date Seller Date
 Authentication: 08/20/2020 8:58:32 PM CDT
 Julie D. Gellemann, Trustee
 Authentication: 08/17/2020 2:50:15 PM CDT
 Elizabeth Duncan Parrott, Trustee
 Authentication: 8/19/2020 1:30:00 PM CDT
 Harriet Braggs, Trustee

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

- 151 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.
 152 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of
 153 any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- 154 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
 155 advised to have the property examined by professional inspectors.
- 156 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical
 157 defects in the property. I state that no important representations concerning the condition of the property are being relied
 158 upon by me except as disclosed above or as fully set forth as follows: _____
 159 _____
- 160 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 161 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire
 162 information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI)
 163 at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.
- 164 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base
 165 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise
 166 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information
 167 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I
 168 may find information by contacting the Metropolitan Area Planning Department.

169 _____
 170 Buyer Date Buyer Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form or that its use is appropriate for all situations. Copyright 2018.

Rev. 7/18 Seller's Initials JDG Buyer's Initials HB
 EDP Form# 1005 InstantForms

SELLER'S ACKNOWLEDGMENT

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

144 _____
 145 Seller Date Seller Date

OR

146 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.
 147 I have not occupied this property in 45 years and am not familiar with all conditions represented in this form.

148 _____
 149 Seller Authentication Date Seller Date
 Elizabeth Duncan Parrott, Trustee 08/17/2020
 8/17/2020 2:50:16 PM CDT
 Buckner J. Lambert TRUSTEE 8-19-20

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

- 151 1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller.
 152 Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of
 153 any kind by the Seller or any REALTOR® concerning the condition or value of the property.
- 154 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
 155 advised to have the property examined by professional inspectors.
- 156 3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical
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 158 upon by me except as disclosed above or as fully set forth as follows: _____
 159 _____
- 160 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 161 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire
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 163 at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
- 164 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base
 165 that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise
 166 may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information
 167 regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I
 168 may find information by contacting the Metropolitan Area Planning Department.

169 _____
 170 Buyer Date Buyer Date

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Rev. 7/18

Seller's Initials

Buyer's Initials

Form# 1005
 InstantFORMS

Signers

Seller Barbara J. Dankert, TRUSTEE
Print Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust

8-19-20
Date

Seller _____
Print Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

Date

Seller _____
Print G. Marc Myers, Trustee | The G. Marc Myers Living Trust

Date

Seller _____
Print Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

Date

Seller _____
Print Harriet Brazil, Trustee | The Harriet Brazil Living Trust

Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

The South Half of the Northeast Quarter, Section 7, Township 27 South, Range 04, East of the 6th PM, Butler
Property Address: County, Kansas. "(Preliminary legal description. Final legal description will be as described by survey.)"

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

See Attached Signature Page

Owner _____

Date _____

Owner _____

Date _____

Signers

Seller

Print Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust


Date

Seller 
Authentisign
Julie D. Goltermann, Trustee

08/20/2020

Print Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

Date

Seller 
Print G. Marc Myers, Trustee | The G. Marc Myers Living Trust


Date 8-17-20

Seller 
Authentisign
Elizabeth Duncan Parrott, Trustee

08/17/2020

Print Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

Date

Seller 
Authentisign
Harriet Brazil, Trustee
Print Harriet Brazil, Trustee | The Harriet Brazil Living Trust

08/19/2020

Date

Signers

Seller Barbara J. Dankert, TRUSTEE
Print Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust

8-19-20
Date

Seller _____
Print Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

Date

Seller G. Marc Myers
Print G. Marc Myers, Trustee | The G. Marc Myers Living Trust

8-17-20
Date

Seller Authentication Elizabeth Duncan Parrott, Trustee
8/17/2020 2:49:53 PM CDT
Print Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

08/17/2020
Date

Seller _____
Print Harriet Brazil, Trustee | The Harriet Brazil Living Trust

Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

The North Half of the Southeast Quarter, Section 7, Township 27 South, Range 04, East of the 6th PM, Butler County, Kansas
Property Address: "(Preliminary legal description. Final legal description will be as described by survey.)"

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: _____

See attached signature page

Owner

Date

Owner

Date

Signers

Seller

Print Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust

Date

Seller

Print Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

Date

Seller

Print G. Marc Myers, Trustee | The G. Marc Myers Living Trust

Date

Seller

Print Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

Date

Seller

Print Harriet Brazil, Trustee | The Harriet Brazil Living Trust

Date

Signers

Seller


Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust

8-19-20

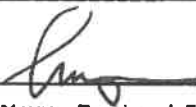
Date

Seller

Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

Date

Seller


G. Marc Myers, Trustee | The G. Marc Myers Living Trust

8-17-20

Date

Seller

Authenticated

Elizabeth Duncan Parrott, Trustee

8/17/2020 2:49:55 PM CDT

Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

08/17/2020

Date

Seller

Harriet Brazil, Trustee | The Harriet Brazil Living Trust

Date



WATER WELL AND WASTEWATER SYSTEM INFORMATION

The South Half of the Southeast Quarter, Section 7, Township 27 South, Range 04, East of the 6th PM, Butler County, Kansas
Property Address: "(Preliminary legal description. Final legal description will be as described by survey.)"

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: _____

See attached signature page

Owner

Date

Owner

Date

Signers

Seller

Print Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust

Date

Seller

Authentisign

Julie D. Goltermann, Trustee

8/20/2020 8:58:26 PM CDT

Print Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

08/20/2020

Date

Seller

Print G. Marc Myers, Trustee | The G. Marc Myers Living Trust

Date

8-20-20

Seller

Authentisign

Elizabeth Duncan Parrott, Trustee

8/17/2020 2:49:57 PM CDT

Print Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

08/17/2020

Date

Seller

Authentisign

Harriet Brazil, Trustee

8/19/2020 1:20:45 PM CDT

Print Harriet Brazil, Trustee | The Harriet Brazil Living Trust

08/19/2020

Date

Signers

Seller


Print Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust

Date


8-19-20

Seller

Print Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

Date

Seller


Print G. Marc Myers, Trustee | The G. Marc Myers Living Trust

Date

8-20-20

Authentisign

Seller

Elizabeth Duncan Parrott, Trustee

8/17/2020 2:49:57 PM CDT

Date

08/17/2020

Print

Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

Seller

Print Harriet Brazil, Trustee | The Harriet Brazil Living Trust

Date



Security 1st Title

File #:

Property Address:

240 +/- Acres near 7157 SW Diamond Rd. & 0 SW Diamond Rd. - Augusta, KS 67010. Legal Descriptions: The South Half of the Northeast Quarter, Section 7, Township 27 South, Range 04, East of the 6th PM, Butler County, Kansas, The North Half of the Southeast Quarter, Section 7, Township 27 South, Range 04, East of the 6th PM, Butler County, Kansas, The South Half of the Southeast Quarter, Section 7, Township 27 South, Range 04, East of the 6th PM, Butler County, Kansas. "(Preliminary legal description. Final legal description will be as described by survey.)"

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.**
- **DO NOT FORWARD wire instructions to any other parties.**
- **ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.**
- **DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.**
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

See Attached Signature Page

Buyer

Seller

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

Signers

Seller

Print

Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust

Date

Seller

Print

Authentisign

Julie D. Goltermann, Trustee

8/20/2020 8:58:23 PM CDT

Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

Date

08/20/2020

Seller

Print



G. Marc Myers, Trustee | The G. Marc Myers Living Trust

Date

8-17-20

Seller

Print

Authentisign

Elizabeth Duncan Parrott, Trustee

8/17/2020 2:49:51 PM CDT

Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

Date

08/17/2020

Seller

Print

Authentisign

Harriet Brazil, Trustee

8/19/2020 1:19:20 PM CDT

Harriet Brazil, Trustee | The Harriet Brazil Living Trust

Date

08/19/2020

Signers

Seller Barbara J. Dankert, TRUSTEE
Print Barbara J. Dankert, Trustee | The Barbara J. Dankert Living Trust

8-19-20
Date

Seller _____
Print Julie D. Goltermann, Trustee | The Julie D. Goltermann Living Trust

Date

Seller 
Print G. Marc Myers, Trustee | The G. Marc Myers Living Trust

8-17-20
Date

Authenticated
Seller Elizabeth Duncan Parrott, Trustee
8/17/2020 2:49:51 PM CDT
Print Elizabeth Duncan Parrott, Trustee | The Elizabeth Duncan Parrott Trust

08/17/2020
Date

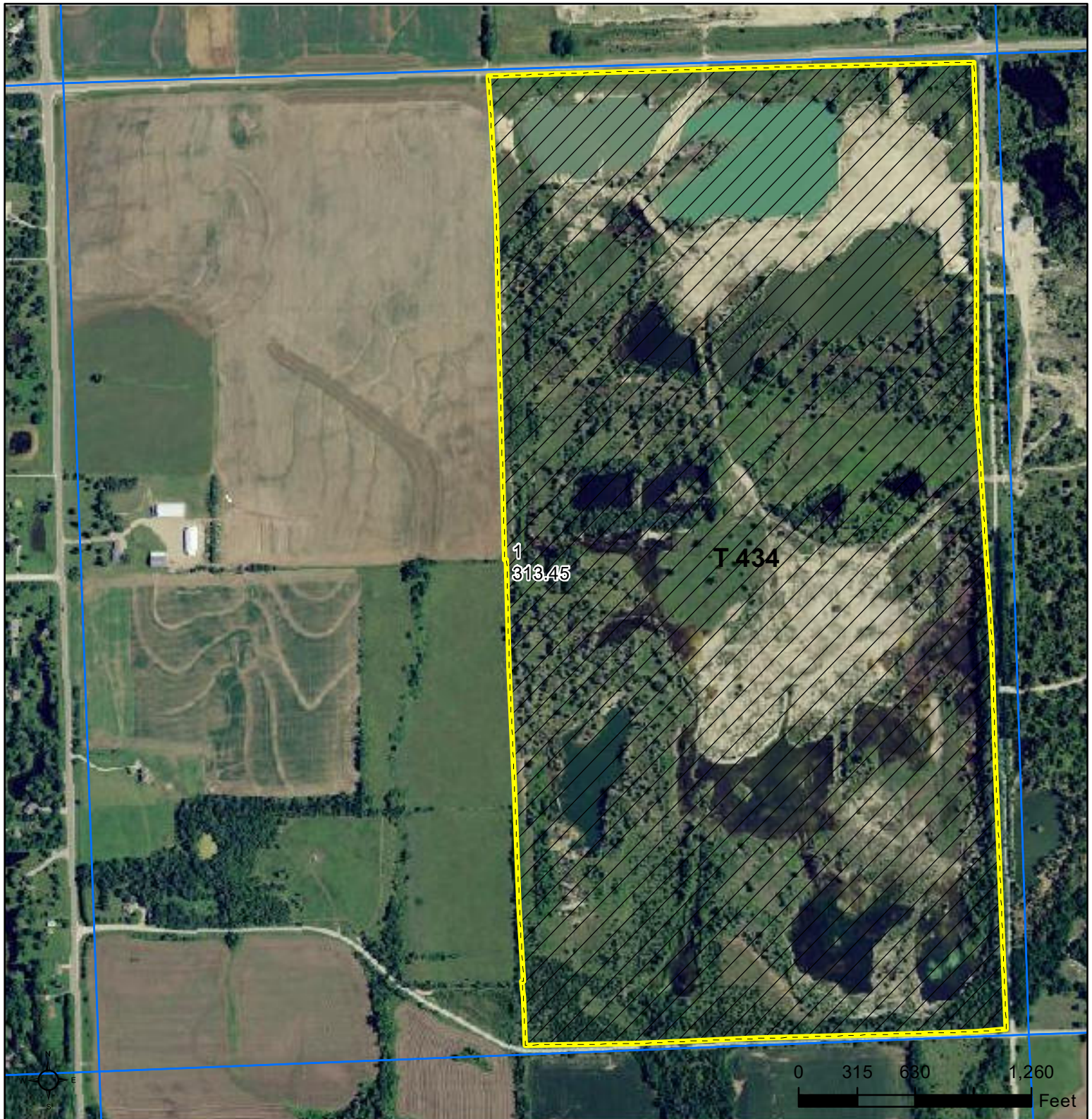
Seller _____
Print Harriet Brasil, Trustee | The Harriet Brasil Living Trust

Date



United States
Department of
Agriculture

Butler County, Kansas



Common Land Unit PLSS

- Non-Cropland
- Tract Boundary

Wetland Determination Identifiers

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

Unless noted on field:

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

2020 Program Year

Map Created September 30, 2019

Farm 8329

Tract 434

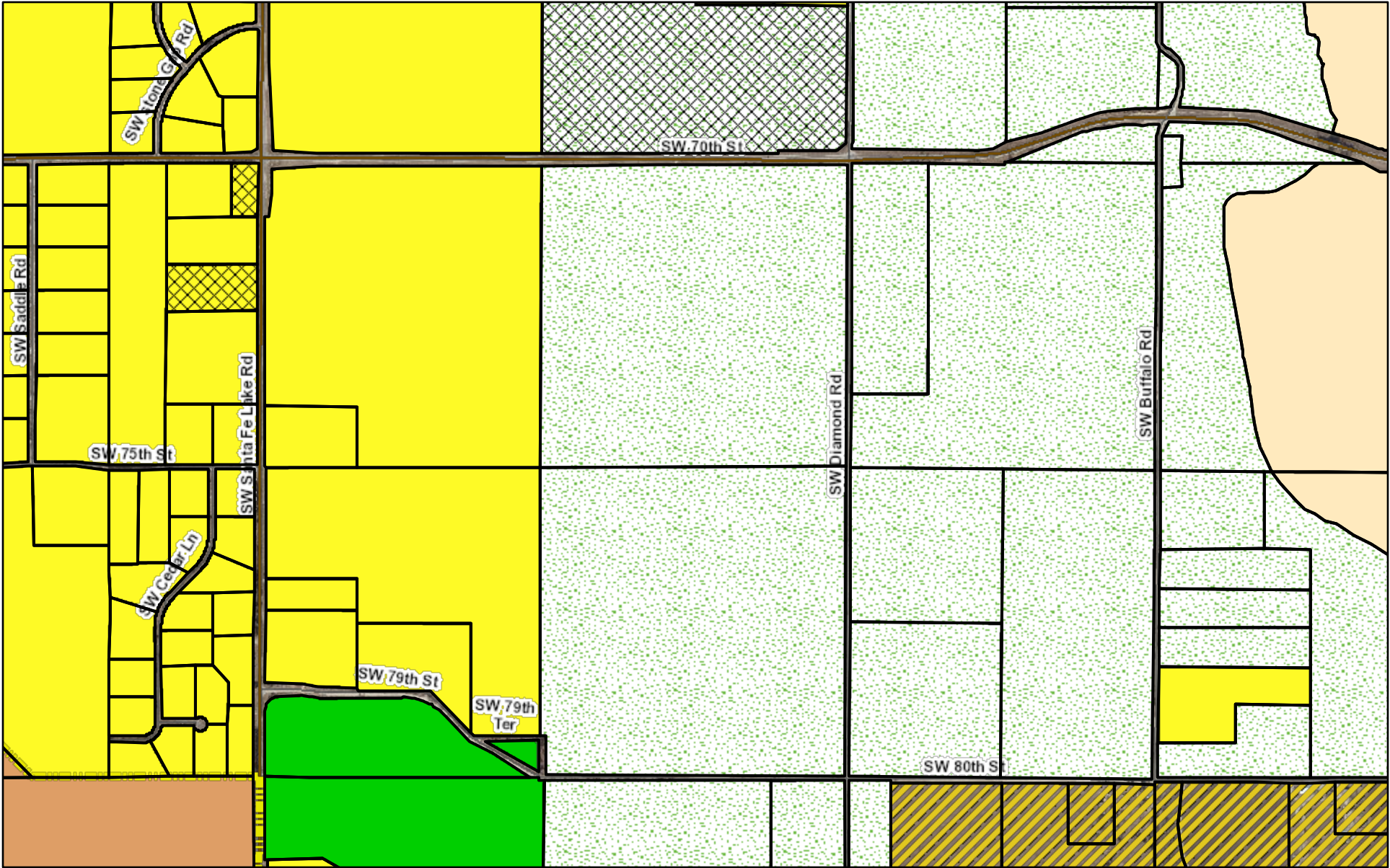
7-27-4

Displayed over 2019 NAIP

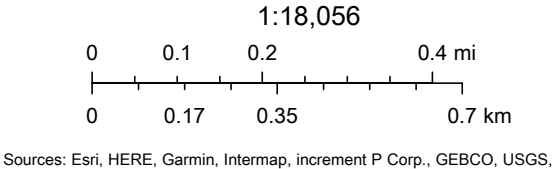
Tract Cropland Total: 0.00 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. 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 boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

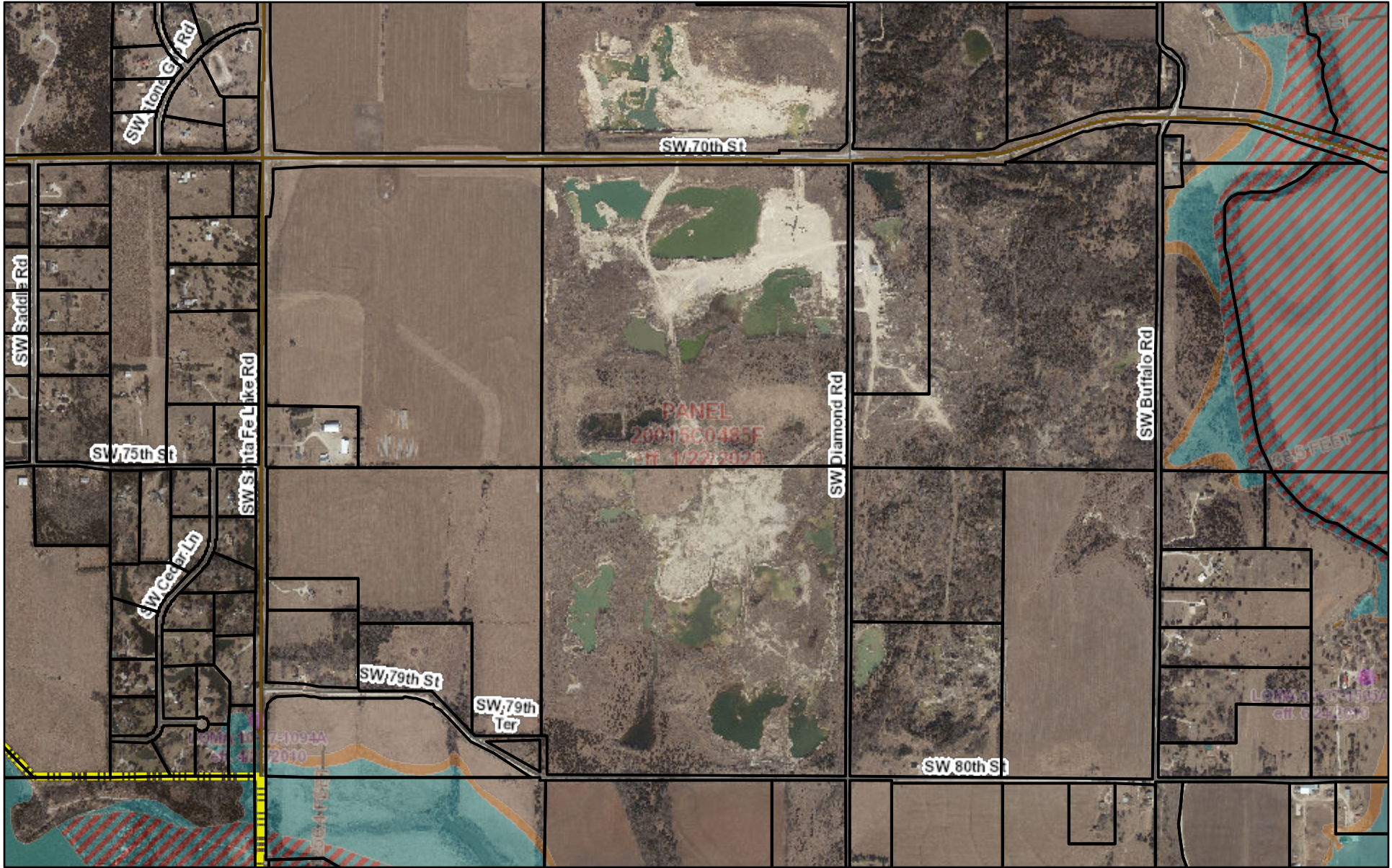
240 +/- Acres in (3) 80 +/- Acres Parcels at 7157 SW Diamond Rd. & 0 SW Diamond Rd. - Augusta, KS 67010
Zoning: AG - 40 (Agricultural District - 40)



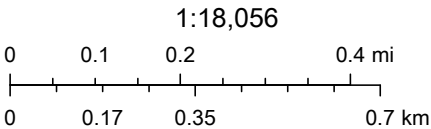
August 21, 2020



240 +/- Acres in (3) 80 +/- Acres Parcels at 7157 SW Diamond Rd. & 0 SW Diamond Rd. - Augusta, KS 67010
Flood Plain

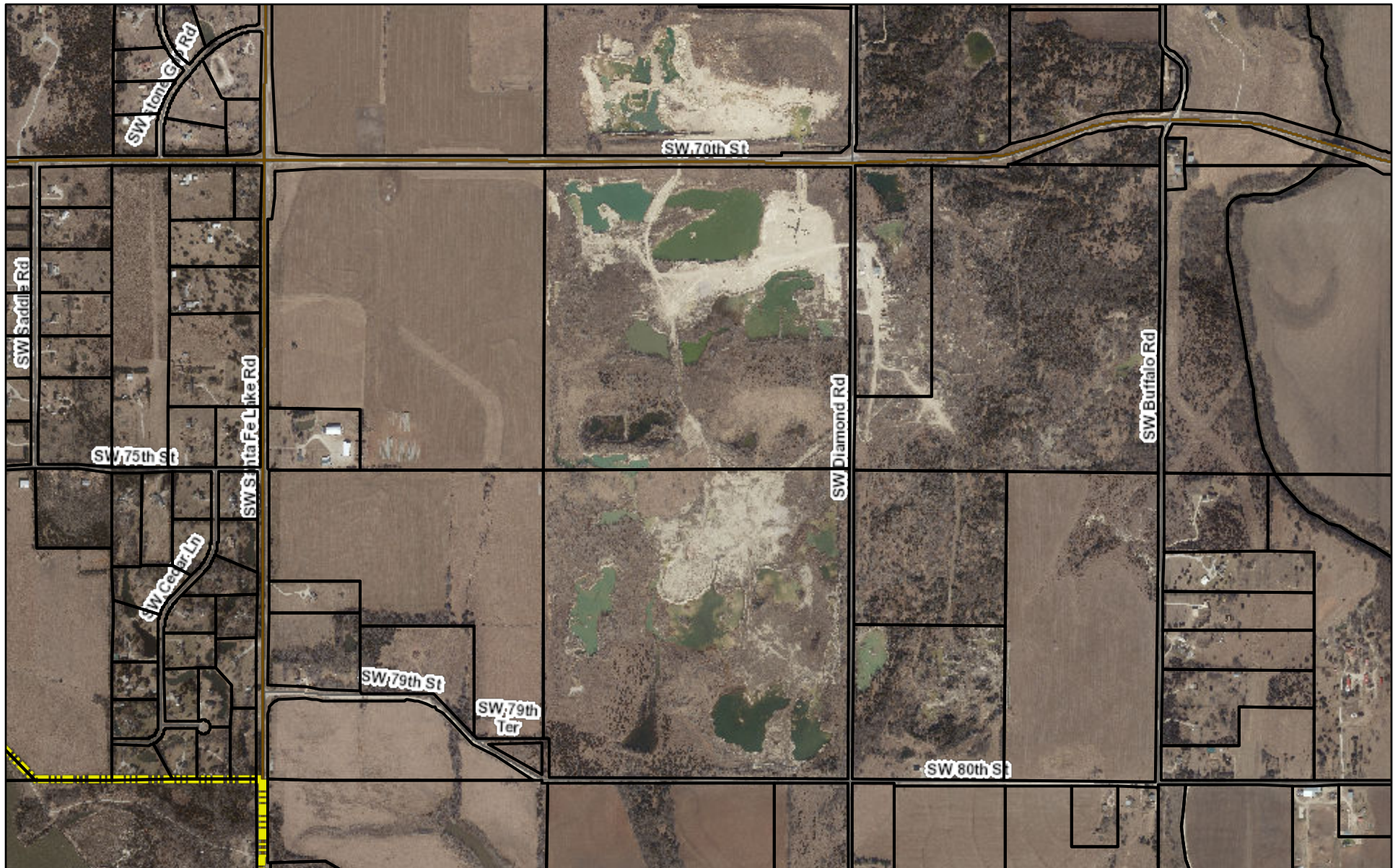


August 21, 2020

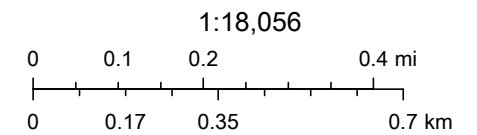


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

240 +/- Acres in (3) 80 +/- Acres Parcels at 7157 SW Diamond Rd. & 0 SW Diamond Rd. - Augusta, KS 67010
Aerial



August 21, 2020



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy 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.
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; 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.
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. 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.
4. 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.
5. The Real Estate is not offered contingent upon financing.
6. 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. 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.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. 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.
9. 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.

10. 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 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.
11. 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. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guests or minors accompanying Bidder at this auction 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.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. 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.
15. 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 premises. 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 premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy reserves the right to establish all bidding increments.
17. 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.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. 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.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

