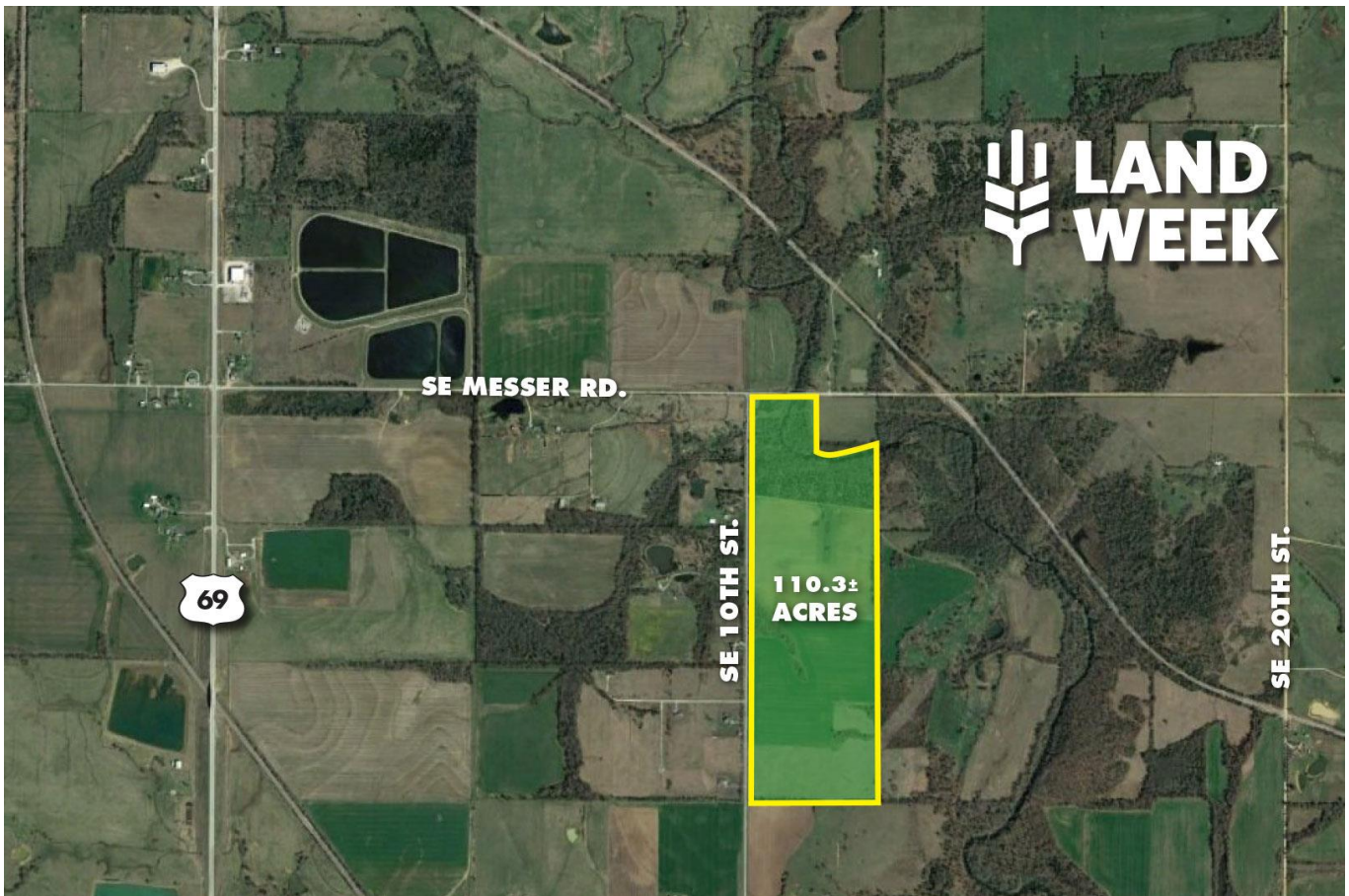


# PROPERTY INFORMATION PACKET

THE DETAILS



**0 SE 10<sup>th</sup> St. - Columbus, KS 66725**

AUCTION: Thursday, April 2<sup>nd</sup> @ 2:00 PM

12041 E. 13th St. N., Wichita, KS, 67206  
316.683.0612 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION, LLC  
REAL ESTATE SPECIALISTS



## Table of Contents

- PROPERTY DETAIL PAGE
- WATER WELL ORDINANCE
- SECURITY 1<sup>ST</sup> TITLE WIRE FRAUD ALERT
- PRELIMINARY TITLE WORK
- SUPPORTING DOCUMENTS
- FSA RECORDS
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL MAP
- PLAT MAP
- 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.

MLS PIP



**MLS #** 578054  
**Class** Land  
**Property Type** Farm  
**County** Cherokee  
**Area** OUT - Out of Area  
**Address** 110.30 +/- Acres in Columbus, KS  
**Address 2**  
**City** Columbus  
**State** KS  
**Zip** 66725  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 3



GENERAL

<b>List Agent - Agent Name and Phone</b>	BRADEN MCCURDY - OFF: 316-683-0612	<b>Realtor.com Y/N</b>	Yes
<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316-867-3600	<b>Display on Public Websites</b>	Yes
<b>Co-List Agent - Agent Name and Phone</b>		<b>Display Address</b>	Yes
<b>Co-List Office - Office Name and Phone</b>		<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Showing Phone</b>	800-301-2055	<b>Sub-Agent Comm</b>	0
<b>Zoning Usage</b>	Agriculture	<b>Buyer-Broker Comm</b>	3
<b>Parcel ID</b>	01112-29-0-00-00-006.00-0	<b>Transact Broker Comm</b>	3
<b>Number of Acres</b>	110.30	<b>Variable Comm</b>	Non-Variable
<b>Price Per Acre</b>		<b>Virtual Tour Y/N</b>	No
<b>Lot Size/SqFt</b>	4804668		
<b>School District</b>	Columbus School District (USD 493)		
<b>Elementary School</b>	Highland		
<b>Middle School</b>	Central Heights		
<b>High School</b>	Columbus		
<b>Subdivision</b>	NONE LISTED ON TAX RECORD		
<b>Legal</b>	S29, T33, R24, ACRES 110.3, W/2 NW4; & NW4 SW4 EXC W/2 NW4 N BRUSH CREEK & E FENCE LN LE SS R/W		

DIRECTIONS

**Directions** (Columbus, KS) South on 69 Highway, East on SE Messner Rd. Land is on the NE corner of Messner & SE 10th St.

FEATURES

<b>SHAPE / LOCATION</b>	<b>UTILITIES AVAILABLE</b>	<b>SALE OPTIONS</b>	<b>AGENT TYPE</b>
Rectangular	Other/See Remarks	None	Sellers Agent
<b>TOPOGRAPHIC</b>	<b>IMPROVEMENTS</b>	<b>PROPOSED FINANCING</b>	<b>OWNERSHIP</b>
Level	None	Other/See Remarks	Individual
Rolling	<b>OUTBUILDINGS</b>	<b>POSSESSION</b>	<b>TYPE OF LISTING</b>
Wooded	None	At Closing	Excl Right w/o Reserve
<b>PRESENT USAGE</b>	<b>MISCELLANEOUS FEATURES</b>	<b>SHOWING INSTRUCTIONS</b>	<b>BUILDER OPTIONS</b>
Hay (Various Types)	None	Call List Agent/Office	Open Builder
Recreational	<b>DOCUMENTS ON FILE</b>	<b>LOCKBOX</b>	
<b>ROAD FRONTAGE</b>	Aerial Photos	None	
Paved	<b>FLOOD INSURANCE</b>		
	Unknown		

FINANCIAL

<b>Assumable Y/N</b>	No
<b>General Taxes</b>	\$700.12
<b>General Tax Year</b>	2019
<b>Yearly Specials</b>	\$0.00
<b>Total Specials</b>	\$0.00
<b>HOA Y/N</b>	No
<b>Yearly HOA Dues</b>	
<b>HOA Initiation Fee</b>	

**PUBLIC REMARKS**

**Public Remarks** LIVE AUCTION PORTION IS CANCELLED AND REPLACED WITH LIVE STREAM EVENT ONLY. AUCTION WILL STILL BE CONDUCTED APRIL 2ND @ 2:00 PM VIA LIVE STREAM AUCTION WITH REAL TIME BIDDING. This property is selling with clear title at closing and no back taxes 110.30 +/- acres just 3 miles southeast of Columbus, KS. Has not been offered for sale for many decades. Many wildlife to include plenty of deer and turkey. Buyer to obtain land owners 1/3-2/3 crop share. Handshake lease with tenant farmer since 1997. Lease is up March 2021 but tenant would like to stay if desired by buyer. Brush Creek runs through parcel Northern section is wooded, middle section is wheat, southern section is Brome hay. Actives include: farming, plowing, tiling, harvesting Incredible hunting and recreational opportunities Rolling, level and wooded land Paved roads with dirt access road running east and west \*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. 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 \$25,000.

**AUCTION**

<b>Type of Auction Sale</b>	Reserve	<b>1 - Open for Preview</b>
<b>Method of Auction</b>	Live w/Online Bidding	<b>1 - Open/Preview Date</b>
<b>Auction Location</b>	www.mccurdyauction.com	<b>1 - Open Start Time</b>
<b>Auction Offering</b>	Real Estate Only	<b>1 - Open End Time</b>
<b>Auction Date</b>	4/2/2020	<b>2 - Open for Preview</b>
<b>Auction Start Time</b>	2:00 PM	<b>2 - Open/Preview Date</b>
<b>Broker Registration Req</b>	Yes	<b>2 - Open Start Time</b>
<b>Broker Reg Deadline</b>	4/01/2020 @ 5:00 PM	<b>2 - Open End Time</b>
<b>Buyer Premium Y/N</b>	Yes	<b>3 - Open for Preview</b>
<b>Premium Amount</b>	0.10	<b>3 - Open/Preview Date</b>
<b>Earnest Money Y/N</b>	Yes	<b>3 - Open Start Time</b>
<b>Earnest Amount %/\$</b>	25,000.00	<b>3 - Open End Time</b>

**TERMS OF SALE**

Terms of Sale

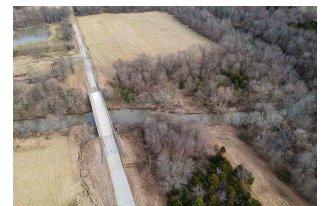
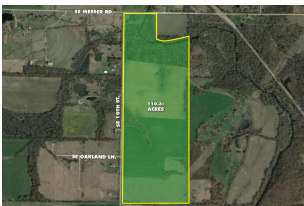
**PERSONAL PROPERTY**

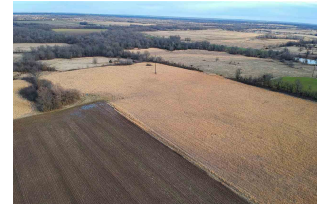
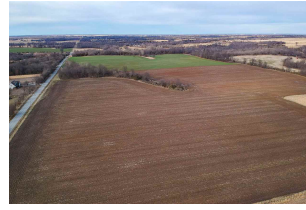
Personal Property

**SOLD**

<b>How Sold</b>		<b>Selling Agent - Agent Name and Phone</b>
<b>Sale Price</b>		<b>Co-Selling Agent - Agent Name and Phone</b>
<b>Net Sold Price</b>	\$0	<b>Selling Office - Office Name and Phone</b>
<b>Pending Date</b>		<b>Co-Selling Office - Office Name and Phone</b>
<b>Closing Date</b>		<b>Appraiser Name</b>
<b>Short Sale Y/N</b>		<b>Non-Mbr Appr Name</b>
<b>Seller Paid Loan Asst.</b>		
<b>Previously Listed Y/N</b>		
<b>Includes Lot Y/N</b>		
<b>Sold at Auction Y/N</b>		

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



# WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 0 SE 10th St - Columbus, KS 66725

DOES THE PROPERTY HAVE A WELL? YES \_\_\_\_\_ NO T

If yes, what type? Irrigation \_\_\_\_\_ Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: \_\_\_\_\_

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES \_\_\_\_\_ NO T

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

Franz E White 2-26-2020  
Owner Administrator Date

\_\_\_\_\_  
Owner Date



# Security 1<sup>st</sup> Title

File #:

Property Address:

0 SE 10th St

Columbus, KS 66725

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> 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 1<sup>st</sup> 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.

Buyer

Seller

*Emily E White* 2-26-2020  
Administrator

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>



# Security 1<sup>st</sup> Title

## PRELIMINARY TITLE SEARCH REPORT

Prepared By:  
**Security 1<sup>st</sup> Title**  
902 South Broadway  
Pittsburg, KS 66762  
Phone: 620-231-7755  
Fax: 620-231-6767

Prepared Exclusively For:  
**McCurdy Auction, LLC**  
12041 E. 13th St. N  
Wichita, KS 67206  
Phone: 316-683-0612  
Fax: 316-683-8822

Contact: **Shannon Brutchin**  
Email: [sbrutchin@security1st.com](mailto:sbrutchin@security1st.com)

Contact: **Kimberly Clare**  
Email: [kclare@mccurdyauction.com](mailto:kclare@mccurdyauction.com);  
[sfrost@mccurdyauction.com](mailto:sfrost@mccurdyauction.com);  
[joxborrow@mccurdyauction.com](mailto:joxborrow@mccurdyauction.com);

Report No: **2355318**

Report Effective Date: **February 28, 2020, at 7:30 a.m.**

Property Address: **0 SE 10th, Columbus, KS 66725**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by  
  
**The heirs of Earl Francis White, deceased, Cherokee County Case No. 20-PR-17**
2. The Land referred to in this Report is described as follows:  
  
**SEE ATTACHED EXHIBIT A**
3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
  1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
  2. Pay the agreed amount for the estate or interest to be insured.





# Security 1<sup>st</sup> Title

Any questions regarding this report should be directed to: **Shannon Brutchin**  
Phone: **620-231-7755**, Email: **sbrutchin@security1st.com**

3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Cherokee County Case No. 20-PR-17 (transcribed from Sedgwick County Case No. 17-PR-568); In the Matter of the Estate of Earl Francis White, deceased; Petition for Issuance of Letters of Administration Under the Kansas Simplified Estates Act filed May 17, 2017 (Cathleen A. Gullledge 316.265.2227, attorney); Letters of Administration filed June 8, 2017, wherein Francis Eugene White was named Administrator; we require:**
  - a. Complete proper sale proceedings as to subject property.
  - b. File certificate of appraisement by representative-appointed, court approved appraiser, or proof of auction notice.
  - c. If the Estate is valued in excess of \$1,000,000.00, furnish proof satisfactory to the Company that no Kansas State Inheritance Tax and no Federal Estate Tax are due from said estate. (The amount given is valid if the decedent died prior to January 1, 2006. If death occurred earlier, contact the Company.)
6. **File a Administrator's Deed from Francis Eugene White, Administrator of the Estate of Earl Francis White, deceased, Cherokee County Case No. 20-PR-17 to TBD.**

Said deed must contain the actual consideration received and contain the appropriate recitals to indicate that the deed is made pursuant to the order of the court to sell and showing the date thereof.

7. **Recording Fees and Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)  
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)  
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)  
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)



# Security 1<sup>st</sup> Title

Any questions regarding this report should be directed to: **Shannon Brutchin**  
Phone: **620-231-7755**, Email: **sbrutchin@security1st.com**

*The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.*

*(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)*

**NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1<sup>st</sup> Title. Photocopies of the official form will not be accepted.**

**NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.**

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
  1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
  2. Rights or claims of parties in possession not shown by the Public Records
  3. Easements, or claims of easements, not shown by the Public Records
  4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land



# Security 1<sup>st</sup> Title

Any questions regarding this report should be directed to: **Shannon Brutchin**  
Phone: **620-231-7755**, Email: **sbrutchin@security1st.com**

5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. The lien of the General Taxes for the year **2020**, and thereafter.
8. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$700.12, PAID.**  
**Property I.D. # 129-29-0-00-00-006.00-0**
9. **An easement for pipeline, recorded as Book P at page 556.**  
**In favor of: Cities Service Gas Co.**  
**Affects: a portion of subject property**
10. **An easement for water lines, recorded as Book 17 at page 104; Page 17 at page 202; and Book 438 at page 172.**  
**In favor of: Rural Water District No. 3**  
**Affects: a portion of subject property**
11. **An easement for water pipelines, recorded as Book 68 at page 756.**  
**In favor of: Rural Water District No. 4**  
**Affects: a portion of subject property**
12. **An easement for transmission lines, recorded as Book 414 at page 65.**  
**In favor of: Kamo Electric Cooperative Inc.**  
**Affects: a portion of subject property**
13. **Rights of parties in possession under unrecorded leases.**

Dated: **February 28, 2020**, at 7:30 a.m.

SECURITY 1<sup>ST</sup> TITLE

By: \_\_\_\_\_

LICENSED ABSTRACTER

**EXHIBIT "A"**

**The Northwest Quarter of the Southwest Quarter of Section 29, Township 33 South, Range 24 East of the 6th P.M., Cherokee County, Kansas; AND**

**The West half of the Northwest Quarter of Section 29, Township 33 South, Range 24 East of the 6th P.M., Cherokee County, Kansas, EXCEPT all that part lying East of the Pasture Fence and North of Brush Creek, also described as: Beginning 586 feet East of the Northwest corner of said Section 29, in line with the East Pasture Fence; thence East 730.7 feet to the East line of the West half of the Northwest Quarter; thence South 505 feet, more or less, to the waters edge; thence Westerly along waters edge to road, 609 feet East of the West Section line, on the existing Pasture Fence line; thence North 558 feet, more or less, to the point of beginning.**

For and in consideration of the sum of Forty & 55/100 Dollars (\$49 55) to us in hand paid, receipt of which is hereby acknowledged Martha N. Throckmorton do hereby grant, convey and warrant to Cities Service Gas Co. its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, and (subject to the payments hereinafter provided) additional pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and also construct, reconstruct, maintain, repair and remove telephone, telegraph and electric power lines and poles, with their necessary appurtenances, over, and through the following real estate in Cherokee County, State of Kansas, to-wit:

W<sup>1</sup> NW<sup>4</sup> Section 29 Twp 33 Range 24E

As part of the consideration hereof, Grantee agrees, upon Grantor's written request therefor, to make a tap upon its gas pipe line constructed hereunder at a point nearest the principal dwelling house now on said land, and sell, or cause to be sold, to Grantor at said connection natural gas for domestic purposes in the principal dwelling house now on said land under and subject to such Seller's rules and regulations now and from time to time hereafter governing such sales, at the price from time to time charged domestic consumers of natural gas from this or Seller's pipe line and continue to so sell or cause to be sold, such gas as long as Grantee transports gas through said pipe line, all subject to governmental restrictions upon the sale, delivery and use of natural gas.

And also from time to time additional such pipe lines, telephone, telegraph and electrical lines and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is rented for the period beginning 194 to 194 on Basis. (Cash or Crop)

Executed this 2nd day of February, 1948.

Martha Throckmorton

State of Kansas }  
Cherokee County } ss. OKLAHOMA-KANSAS FORM

Before me, a Notary Public in and for said County and State, on this 3 day of Feb. 1948, personally appeared Martha N. Throckmorton and, to me personally known to be the identical and same person or persons who executed the within and foregoing instrument and duly acknowledged to me that she executed same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Feb. 20-1948

William T Hamlet  
Notary Public.

(Notarial Seal)

Filed for record on the 19 day of Feb. A.D. 1948 at 2:00 o'clock P.M.

Joe Batten  
Register of Deeds

(Official Seal)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Ernest A. Gentry and Mildred J. Gentry, his wife, hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water District No. 3, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines

over and across the following land owned by Grantor in Cherokee County, State of Kansas Fraction of the West Half of the Southwest Quarter (SW $\frac{1}{4}$ ) except MKT Railroad, Section 20, Township 33, Range 24 AND All that part of the West Half of the Northwest Quarter lying East of pasture fence and North of Brush Creek, Section 29, Township 33, Range 24

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed \_\_\_\_\_ in width, the center line thereof to be located across said land as follows:

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

COPIED \_\_\_\_\_  
DIRECT \_\_\_\_\_  
INDIRECT \_\_\_\_\_  
NUMERICAL \_\_\_\_\_

ORIGINAL (EMPHASIS) WITH RECORD

IN WITNESS WHEREOF the said Grantors have executed this instrument this 18th day of January

19 73.

State of Kansas, Cherokee County, ss

This instrument was filed for record on

the 24th day of April A.D. 1973

at 9:00 o'clock P.M. and duly recorded

in Book L7 Page 104 Fee \$ \_\_\_\_\_

STATE OF KANSAS

COUNTY OF CHEROKEE

Register of Deeds

Ernest A. Gentry  
Ernest A. Gentry  
Mildred J. Gentry  
Mildred J. Gentry

BE IT REMEMBERED, that on this 18th day of January, 19 73, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came ERNEST A. GENTRY and MILDRED J. GENTRY, his wife, who are personally known to me to be the same person is who executed the within instrument of writing and each person has duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: May 2, 1974

Olive McGuire  
Olive McGuire Notary Public

RIGHT-OF-WAY PERMIT

KNOW ALL MEN BY THESE PRESENTS: That Cherokee County, Kansas, hereinafter called Grantor, in consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations paid by Rural Water District No. 3, Cherokee County, Kansas, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, the right to lay, maintain, operate, re-lay and remove, at any time, a pipe line or pipe lines for the transportation of water with the right of ingress and egress to and from the same, on, over, under, along, through and across certain public highways situated in the County of Cherokee, in the State of Kansas, and adjoining the following Sections, to-wit:

Sections Nine (9), Ten (10), Fourteen (14), Fifteen (15), Sixteen (16), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35) and Thirty-six (36), all in Township Thirty-three (33) South, of Range Twenty-two (22) East of the Sixth Principal Meridian;

AND

Sections Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), all in Township Thirty-three (33) South, of Range Twenty-three (23), East of the Sixth Principal Meridian;

AND

Sections Nineteen (19), Twenty (20) and Twenty-nine (29) all in Township Thirty-three (33) South, of Range Twenty-four (24), East of the Sixth Principal Meridian;

AND

Section One (1), Three (3), Four (4), Five (5), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Twenty-three (23) all in Township Thirty-four (34) South, of Range Twenty-two (22), East of the Sixth Principal Meridian;

AND

Sections Four (4), Seven (7), Sixteen (16), Eighteen (18), Twenty-one (21) and Twenty-two (22), all in Township Thirty-four (34) South, of Range Twenty-three (23) East of the Sixth Principal Meridian.

The Grantee shall have the right to select the route to be followed by said water line and/or water lines, on such Highways, Streets and Alleys.

The Grantee herein, for itself, and its successors and assigns hereby covenants and agrees to bury the lines of pipe on said Highway, to a depth of not less than Thirty (30) Inches.

The within Right-of-Way Permit and Easement to be in full force and effect for a period of Twenty-five (25) Years from the date of the execution thereof.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed and signed on its behalf by the Chairman of the Board of County Commissioners of Cherokee County, Kansas, and attested to by the County Clerk of Cherokee County, Kansas, this \_\_\_\_ day of April, 1973.

CHEROKEE COUNTY, KANSAS

By: Lloyd Kitch  
Lloyd Kitch  
Chairman of the Board of  
County Commissioners,  
Cherokee County, Kansas.

ATTEST:

Maurice Soper  
Maurice Soper  
County Clerk of Cherokee County,  
Kansas

(SEAL)

COPIED ✓  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓

Date of Record, Cherokee County, is  
This instrument was filed for record in  
the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1973.  
at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M. and duly recorded  
in Book \_\_\_\_\_ Page \_\_\_\_\_ fee \_\_\_\_\_  
Belle's Head  
Register of Deeds  
Deputy



State of Kansas Cherokee County Register of  
Deeds Christy Grant  
Book: 438 Page: 172  
Receipt #: 18318 Total Fees: \$16.00  
Pages Recorded: 3  
Cashier Initials: DLG  
Date Recorded: 7/19/2011 8:21:18 AM

## RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That CHEROKEE COUNTY, KANSAS, hereinafter called Grantor, in consideration of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS** paid by **RURAL WATER DISTRICT NO. 3, CHEROKEE COUNTY, KANSAS**, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual Easement with the right to erect, construct, install, and lay and thereafter use operate, inspect, repair, maintain, replace and remove

### WATER PIPELINE OR WATER PIPELINES

over and across certain public highways situated in the County of Cherokee, in the State of Kansas, and adjoining the following Sections, to-wit:

Sections Nine (9), Ten (10), Fourteen (14), Fifteen (15), Sixteen (16), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35) and Thirty-six (36), all in Township Thirty-three (33) South, of Range Twenty-two (22) East of the Sixth Principal Meridian;

AND

Sections Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), all in Township Thirty-three (33) South, of Range Twenty-three (23), East of the Sixth Principal Meridian;

AND

Sections Nineteen (19), Twenty (20) and Twenty-nine (29) all in Township Thirty-three (33) South, of Range Twenty-four (24), East of the Sixth Principal Meridian;

AND

Section One (1), Three (3), Four (4), Five (5), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Twenty-three (23) all in Township Thirty-four (34) South, of Range Twenty-two (22), East of the Sixth Principal Meridian;

AND

Sections Four (4), Seven (7), Sixteen (16), Eighteen (18), Twenty-one (21) and Twenty-two (22), all in Township Thirty-four (34) South, of Range Twenty-three (23) East of the Sixth Principal Meridian;

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The Easement hereby granted shall not exceed thirty (30) Feet in width, to be located across said land as follows:

The center line to be the water line or lines as laid across said real estate above described.

The Grantee shall have the right to select the route to be followed by said waterline and/or waterlines, on such Highways, Streets, and Alleys.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such Easement in a state of good repair and efficiency so that no unreasonable damages will result from its use

of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

NONE

The waterline will be buried at least three (3) feet below the surface. Grantee will restore the real estate to its original or better condition. Grantee will be responsible for any damages to the property including crop damage, should any occur.

**IN WITNESS WHEREOF** the said Grantor has caused this instrument to be executed and signed on its behalf by the Chairman of the Board of County Commissioners of Cherokee County, Kansas and attested to by the County Clerk of Cherokee County, Kansas, this 18<sup>th</sup> day of July, 2011.

CHEROKEE COUNTY, KANSAS

By:

Jack B. Gauer

Chairman of the Board of County  
Commissioners, Cherokee County, Kansas

ATTEST:

Crystal L. Gatewood

Crystal L. Gatewood  
County Clerk of Cherokee County, Kansas

(SEAL)

ORIGINAL COMPARED WITH RECORD

## RIGHT-OF-WAY PERMIT

KNOW ALL MEN BY THESE PRESENTS: That Cherokee County, Kansas, hereinafter called Grantor, in consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations paid by RURAL WATER DISTRICT NO. 4, CHEROKEE COUNTY, KANSAS, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, the right to lay, maintain, operate, re-lay and remove, at any time, a pipeline or pipe lines for the transportation of water with the right of ingress and egress to and from the same, on, over, under, along, through and across certain public highways situated in the County of Cherokee, in the State of Kansas, and adjoining the following Sections, to-wit:

Sections Ten (10), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty (33), Thirty-four (34), Thirty-five (35) and Thirty-six (36), all in Township Thirty-three (33) South, Range Twenty-four (24) East of the Sixth Principal Meridian;

The Grantee shall have the right to select the route to be followed by said water line and/or water lines, on such Highways, Streets and Alleys.

The Grantee herein, for itself, and its successors and assigns hereby covenants and agrees to bury the lines of pipe on said

highway, to a depth of not less than Thirty (30) Inches.

The within Right of Way Permit and Easement to be in full force and effect for a period of Twenty-five (25) Years from the date of the execution thereof.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed and signed on its behalf by the Chairman of the Board of County Commissioners of Cherokee County, Kansas, and attested to by the County Clerk of Cherokee County, Kansas, this 19th day of September, 1994.

CHEROKEE COUNTY, KANSAS

BY: James Lucian  
James Lucian  
Chairman of the Board of County  
Commissioners,  
Cherokee County, Kansas

ATTEST:  
Maurice Soper  
Maurice Soper  
County Clerk of Cherokee  
County, Kansas

(SEAL)

\*\*\*\*\*

STATE OF KANSAS  
ss:  
CHEROKEE COUNTY.

BE IT REMEMBERED, That on this 19th day of September, 1994, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JAMES LUCIAN, CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS, and MAURICE SOPER, COUNTY CLERK OF CHEROKEE COUNTY, KANSAS, who are personally known to me to be the Chairman of the Board of County Commissioners of Cherokee County, Kansas, and County Clerk of Cherokee County, Kansas, respectively, and who are personally known to me to be the same persons who executed, as Chairman of the Board of County Commissioners of Cherokee County, Kansas, and County Clerk of Cherokee County, Kansas, the within instrument of writing on behalf of the County of Cherokee County, Kansas, and such persons duly acknowledged the execution of the same to be the act and deed of said County.

Hattie Shumake  
Hattie Shumake Notary Public

-My Appointment Expires:  
February 1, 1996



X COPIED  
1  
1

State of Kansas Cherokee County, ss  
This instrument was filed for record on  
19th day of Sept A.D. 1994  
at 2:00 P.M. in the office of  
the Clerk of the County, at 68-758-10-00  
Carolyn M. Kee



D.S.

Date Recorded: 11/5/2009 9:25:27 AM

This instrument was drafted by KAMO ELECTRIC COOPERATIVE, INC., an Oklahoma corporation, P. O. Box 577, Vinita, OK 74301, 918/236-5551

LINE: Sportsmans Shores to Blackberry

TRACT #: KS-CHR 036

### RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, whether one or more, Patsy L. White and Earl F. White, wife and husband, whose address is 1344 South St. Paul, Wichita, KS 67213, (hereinafter referred to as the "Grantor") for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto KAMO ELECTRIC COOPERATIVE, INC., an Oklahoma Corporation (hereinafter referred to as the "Cooperative"), whose address is P.O. Box 577, Vinita, Oklahoma, 74301, and to its subsidiary, successors, lessees, licensees and/or assigns, a perpetual easement and right of way, 150 feet in width, as more particularly described as 75 feet on either side of center line of electric line, as built. (hereinafter referred to as the "Easement"). An illustration is depicted on Exhibit "A" attached hereto and made a part hereof, with the right, privilege and authority to enter upon said Easement and make use thereof for electrical power and communication purposes, including, but not limited to, the perpetual right to construct, reconstruct, install, replace, repair, patrol, operate and maintain an electrical transmission system and a fiberoptic or other communication system for internal, commercial or other purposes and all appurtenances thereto, (all of which hereinafter referred to as the "systems") with the perpetual right and privilege of ingress and egress from the nearest convenient, accessible public road upon and across the following described property to the easement, with the right to additionally cross on or over such following described property as necessary to avoid or circumvent obstructions, for the purpose of accessing and utilizing the easement rights. The property is situated in the County of Cherokee, State of Kansas, to wit:

**A TRACT OF LAND LOCATED IN PART OF THE WEST HALF (W/2) OF SECTION TWENTY-NINE (29), TOWNSHIP THIRTY-THREE (33) SOUTH, RANGE TWENTY-FOUR (24) EAST AS MORE PARTICULARLY DESCRIBED IN BOOK 220 AT PAGE 289 IN CHEROKEE COUNTY CLERKS OFFICE, STATE OF KANSAS, (HEREIN AFTER REFERRED TO AS THE "REAL ESTATE.")**

together with the privilege and authority to construct, reconstruct, replace, repair, operate and maintain said Systems upon, over and across any street, alley, highway, railroad or other right of way abutting said real estate.

That, in addition to the rights granted to Cooperative in the preceding paragraph, Grantor does hereby grant, bargain, sell and convey unto Cooperative the right from time to time to enter upon the lands of the Grantor on either side of the granted perpetual easement a distance not to exceed 500 feet for the sole and limited purpose of conducting tests and examinations in compliance with requirements of the United States Department of Interior, Fish & Wildlife Service, pertaining to federally listed threatened or endangered species. The rights contained in this paragraph are temporary in nature and shall terminate upon the completion of construction of the electric transmission facilities contemplated by this Right-of-Way Easement.

The Grantor does also hereby grant, bargain, sell and convey to the Cooperative the perpetual right, privilege and authority to cut, trim and use EPA approved agricultural type broad leaf herbicide for control of timber, trees, shrubbery, and brush located within the Easement tract in order to protect the operation and integrity of the Systems; and to have the right of ingress and egress to, from and over the above described real estate from and to public, private or other roads or access points as shall be necessary or convenient for access to and for the use of the Easement herein granted. Cooperative shall have the right at any time to alter or reconstruct said Systems and their appurtenances, increase or decrease the voltage of the Systems, and add such necessary guywires or structures in the future as deemed necessary by the Cooperative's design engineer.

The Grantor agrees that all structures, poles, wires and other appurtenances or facilities installed on the above described easement at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative. That in construction of the Systems, and at any time thereafter, Cooperative shall have the right to install and maintain gates in fences which cross the easement for use in ingress and egress to the adjacent premises.

Grantor does hereby grant, bargain, sell and convey unto Cooperative the perpetual right, privilege and authority to license, permit or otherwise agree to the use or occupancy of the Systems and the exercise of any rights of Cooperative contained herein by another party for electrification or communications purposes.

Grantor does further grant, bargain, sell and convey unto Cooperative, the perpetual right, privilege and authority to clear and keep cleared, all structures, buildings, improvements and fire hazards located within the Easement herein described; provided that fire hazards shall not be interpreted to include fences or growing crops, other than growing timber. Grantor agrees to make no use of, nor permit others to make any use of, the lands within said Easement that would reduce line clearance or in any other way interfere with the proper and safe operation or maintenance of said Systems by Cooperative.

The Cooperative covenants and agrees that it will repair or at the option of the Cooperative, reimburse Grantor to repair the reasonable actual damages as determined by Cooperative, when and if such damages occur to growing agricultural crops (pine trees shall not be construed to constitute a growing agricultural crop), fences, driveways and/or landscaping arising out of the initial construction of, or occasioned by the repair, patrolling, maintenance or change of said Systems as herein authorized; provided that this provision shall not be construed to require Cooperative to pay Grantor damages otherwise authorized by the terms of this instrument. Cooperative further covenants and agrees that upon any construction, reconstruction, replacement, repair, relocation, maintenance or addition to the Systems, authorized herein, that it will repair, or at the option of the Cooperative, reimburse Grantor to repair, all improvements affected thereby.

Said Cooperative agrees to save Grantor harmless from any and all damages that may result from its negligence in the exercise of the rights herein granted. No delay in exercising any or all the rights granted herein to the Cooperative shall be interpreted to be a surrender of any of the said rights or abandonment of the Easement granted.

The undersigned, for themselves, their heirs, successors and assigns, warrant that they are the owners of the real estate and the easement herein conveyed and have the right to make this conveyance and receive the payment therefor; and covenant that Cooperative, its successors, lessees, licensees and/or assigns, may quietly enjoy the premises for the uses herein stated. Also, that the consent of no other party having any interest in the real estate is necessary in order for the cooperative, its successors, lessees, licensees and/or assigns to enjoy the benefits of the easement conveyed herein; and that they will not create or permit any obstruction which may endanger or interfere with the construction, operation and maintenance of said Systems.



Grantor states and acknowledges that this instrument embodies the whole agreement between the Grantor and Cooperative and that no representation, promise or agreement not expressed herein has been made to induce the Grantor to execute and deliver this instrument. Grantor further states that he, or she, as the case may be, has read and fully understands the whole of the foregoing instrument.

This instrument may be executed in any number of and at various times and places by the parties hereto and be deemed an original instrument and together constitute one agreement.

GRANTOR:

Patsy L. White and Earl F. White

*Patsy L. White*  
Patsy L. White

*Earl F. White*  
Earl F. White

IN WITNESS WHEREOF, we have set our hands this seventh day of August, 2009.

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS }  
COUNTY OF } §

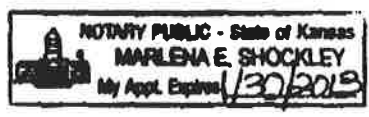
On this 7 day of August, 2009, personally appeared, Patsy L. White and Earl F. White known to be the persons described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I, have hereunto set my hand and affixed my official seal, the day and Year first above written.

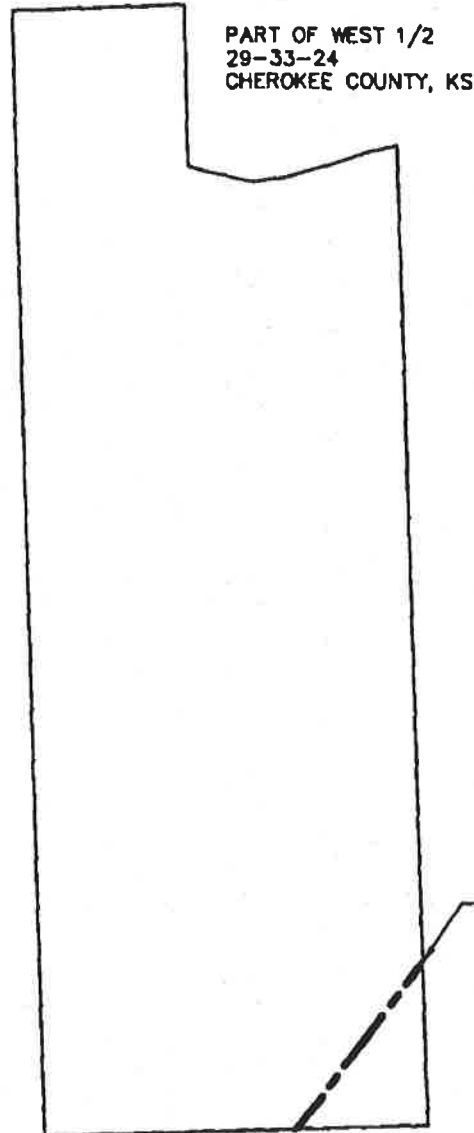
My commission expires:

*Marlena E. Shockley*  
Notary Public

01/30/2013



KAMO ELECTRIC COOPERATIVE  
VINITA, OKLAHOMA  
EXHIBIT "A"



PART OF WEST 1/2  
29-33-24  
CHEROKEE COUNTY, KS



NOT TO SCALE

APPROX.  
OVERHEAD  
ELECTRIC

TRACT #

KS-CHR 036

THIS EXHIBIT IS NOT INTENDED TO BE A LEGAL SURVEY  
AND WAS CREATED FROM INSTRUMENTS OF RECORD.

5/8/2009

2.5 ACRES MORE OR LESS

PROPERTY DEEDS

BOOK 220 PAGE 289



ALLGEIER, MARTIN and ASSOCIATES, INC.  
CONSULTING ENGINEERS & SURVEYORS  
JOPLIN, MISSOURI

**FSA - 578 (Producer Print)**

**REPORT OF COMMODITIES  
FARM AND TRACT DETAIL LISTING**

**PROGRAM YEAR: 2019**

Producer Name and Address  
ESTATE OF EARL F WHITE  
4528 W MACARTHUR RD  
WICHITA, KS 67215-1108

**DATE: 03/03/2020**

**PAGE: 1**

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate, or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, Ag Box 7630, Washington, D.C. 20250; and to the office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0175), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO YOUR FSA COUNTY OFFICE.

Farm	Tract	CLU/ Field	Crop/ Comm	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Planting Date	P/P Date	End Date	Producer Share	Producer Name	FSA Physical Location	NAP Unit	Signature Date	Field ID
4876	1677	1A	WHEAT	HRW	GR		N	C	N	I	A	30.00		Yes	10/24/18	01		[REDACTED]	ESTATE OF EARL F WHITE	Cherokee, Kansas	4736	11/30/18	
		1A	SOYBN	COM	GR		N	C	N	D	A	30.00		Yes	7/3/19	01		[REDACTED]	ESTATE OF EARL F WHITE	Cherokee, Kansas	4736	7/16/19	
		1B	SOYBN	COM	GR		N	C	N	I	A	30.25		Yes	6/10/19	01		[REDACTED]	ESTATE OF EARL F WHITE	Cherokee, Kansas	4736	7/16/19	
		2A	TREES				N	C	N	I	V	A	26.92	No		01	2026	100.00	ESTATE OF EARL F WHITE	Cherokee, Kansas	4737	11/30/18	
		2B	GRASS	FTA	FG		N	C	N	I	A	20.00		No	1/1/90	01	CC	100.00	ESTATE OF EARL F WHITE	Cherokee, Kansas	4737	7/5/17	
		3	TREES				N	C	N	I	V	A	2.65	No		01	2026	100.00	ESTATE OF EARL F WHITE	Cherokee, Kansas	4737	11/30/18	

Photo Number/Legal Description: W2 NW4(EX 8AC) & NW4 SW4 29-33-24 Farmland: 109.82 Cropland: 60.25 Reported on Cropland: 60.25 Difference: 0.00 Reported on Non-Cropland: 49.57

Planting Period	Crop/ Commodity	Var/ Type	Irrigation Practice	Int Use	Rpt Unit	Reported Quantity	Determined Quantity	Prevented Reported Quantity	Prevented Determined Quantity	Experimental Reported Quantity	Experimental Determined Quantity	Volunteer Reported Quantity	Volunteer Determined Quantity	N/A Reported Quantity	N/A Determined Quantity
01	GRASS	FTA	N	FG	A	20.00									
01	SOYBN	COM	N	GR	A	60.25									
01	TREES		N		A							29.57			
01	WHEAT	HRW	N	GR	A	30.00									

**Farming Operation Totals**

Planting Period	Crop/ Commodity	Var/ Type	Irrigation Practice	Int Use	Rpt Unit	Reported Quantity	Determined Quantity	Prevented Reported Quantity	Prevented Determined Quantity	Experimental Reported Quantity	Experimental Determined Quantity	Volunteer Reported Quantity	Volunteer Determined Quantity	N/A Reported Quantity	N/A Determined Quantity
--------------------	--------------------	--------------	------------------------	------------	-------------	----------------------	------------------------	-----------------------------------	-------------------------------------	--------------------------------------	--	-----------------------------------	-------------------------------------	-----------------------------	-------------------------------

**FSA - 578 (Producer Print)**

**REPORT OF COMMODITIES  
FARM AND TRACT DETAIL LISTING**

**PROGRAM YEAR: 2019**

Producer Name and Address  
ESTATE OF EARL F WHITE  
4528 W MACARTHUR RD  
WICHITA, KS 67215-1108

**DATE: 03/03/2020**

**PAGE: 2**

**Farming Operation Totals**

Planting Period	Crop/Commodity	Var/Type	Irrigation Practice	Int Use	Rpt Unit	Reported Quantity	Determined Quantity	Prevented Reported Quantity	Prevented Determined Quantity	Experimental Reported Quantity	Experimental Determined Quantity	Volunteer Reported Quantity	Volunteer Determined Quantity	N/A Reported Quantity	N/A Determined Quantity
01	GRASS	FTA	N	FG	A	20.00									
01	SOYBN	COM	N	GR	A	60.25									
01	TREES		N		A							29.57			
01	WHEAT	HRW	N	GR	A	30.00									

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

Producer's Signature (By)	Date
---------------------------	------

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.ascr.usda.gov> 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 to the 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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.



**FSA - 578 (Producer Print)**

**REPORT OF COMMODITIES  
FARM AND TRACT DETAIL LISTING**

**PROGRAM YEAR: 2020**

Producer Name and Address  
ESTATE OF EARL F WHITE  
4528 W MACARTHUR RD  
WICHITA, KS 67215-1108

**DATE: 03/03/2020**

**PAGE: 2**

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

Producer's Signature (By)

Date

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

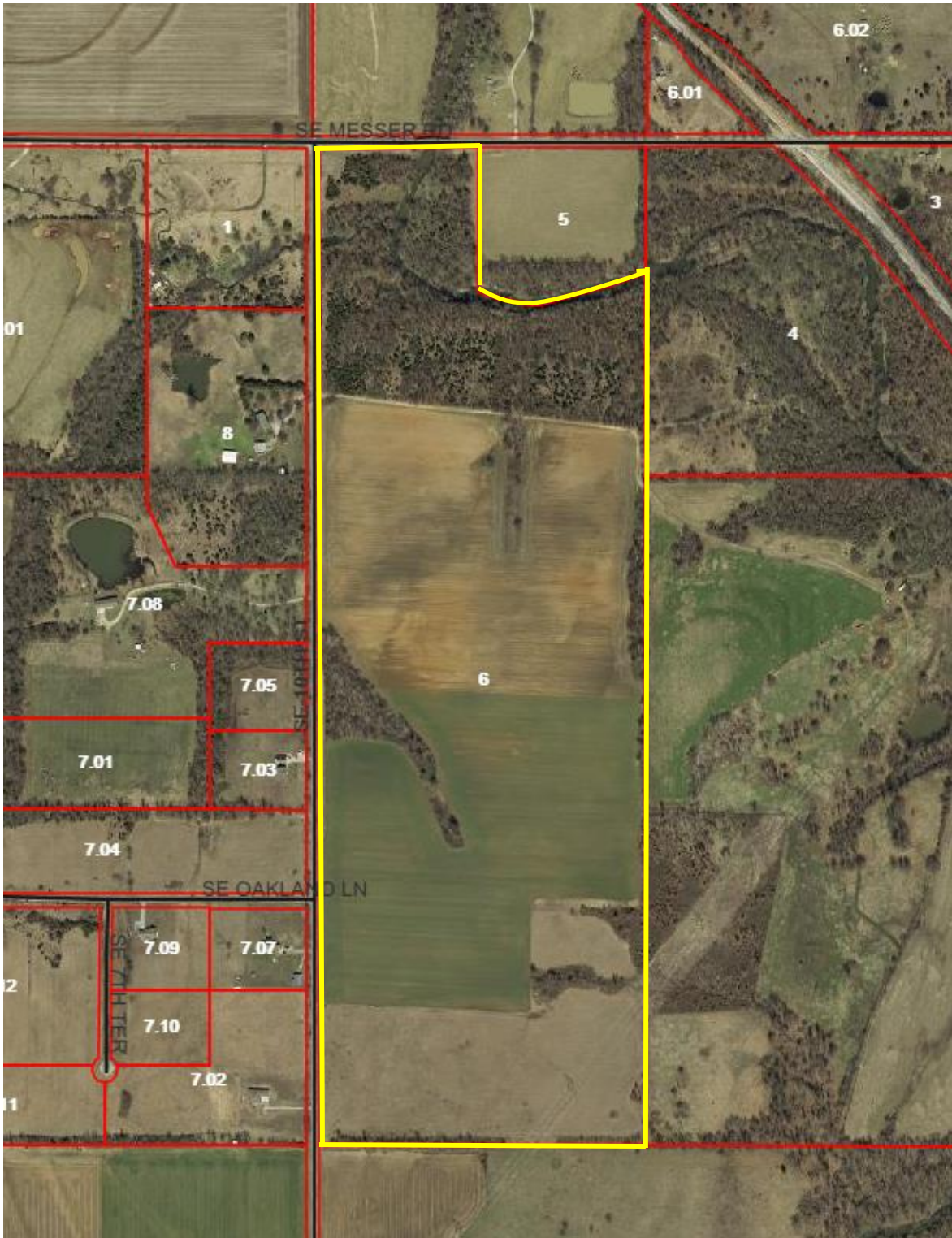
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay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

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



110.30 +/- Acres at 0 SE 10<sup>th</sup> St. - Columbus, KS 66725

**Zoning Map: A-1 Agricultural**

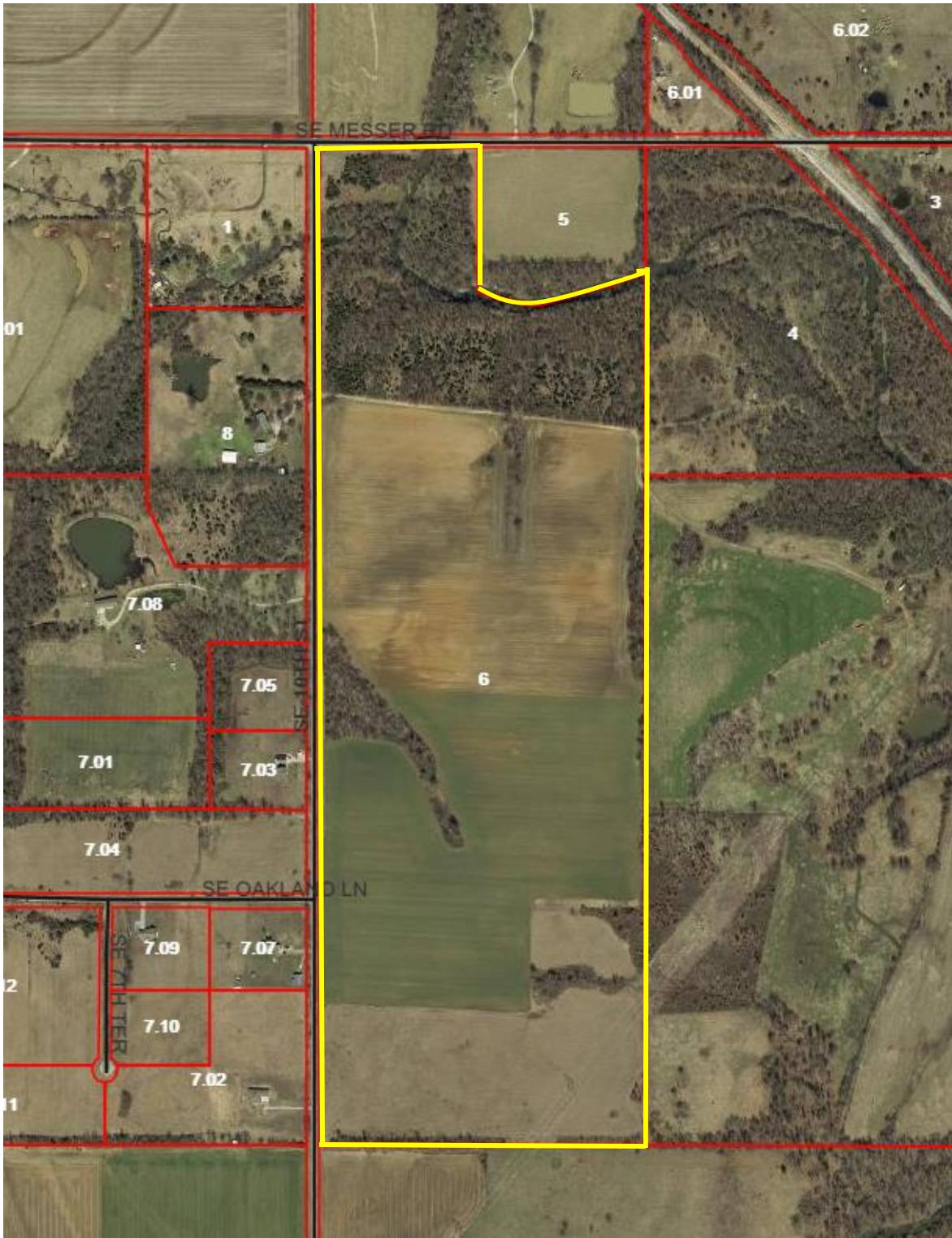


110.30 +/- Acres at 0 SE 10<sup>th</sup> St. - Columbus, KS 66725  
Flood Plain: Area of Minimal Flood Hazard





110.30 +/- Acres at 0 SE 10<sup>th</sup> St. - Columbus, KS 66725  
Aerial Map



## 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*)

