

PROPERTY INFORMATION PACKET | THE DETAILS



118.7+/- Acres on Waverly | Edgerton, KS 66021

AUCTION: BIDDING OPENS: Tues, Oct 11th @ 2:00 PM

BIDDING CLOSING: Thurs, Oct 27th @ 2:00 PM

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



McCurdy
REAL ESTATE & AUCTION



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

ALL FIELDS CUSTOMIZABLE



MLS # 616906
Class Land
Property Type Undeveloped Acreage
County Johnson
Area OUT - Out of Area
Address 118.7 +/- Acres Waverly Rd
Address 2
City Edgerton
State KS
Zip 66021
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Date	9/9/2022
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	2F221510-3004	Sub-Agent Comm	0
Number of Acres	118.70	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	5170572	Variable Comm	Non-Variable
School District	Gardner Edgerton School District (USD 231)	Virtual Tour Y/N	
Elementary School	Nike		
Middle School	Trail Ridge		
High School	Gardner Edgerton		
Subdivision	NONE		
Legal			

DIRECTIONS

Directions (Edgerton) W. 199th St. & Waverly Rd - South to Land.

FEATURES

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

FINANCIAL

Assumable Y/N No
General Taxes \$974.05
General Tax Year 2022
Yearly Specials \$0.00
Total Specials \$0.00
HOA Y/N No
Yearly HOA Dues
HOA Initiation Fee
Earnest \$ Deposited With Unknown

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. **BIDDING OPENS:** Tuesday, October 11th, 2022 at 2 PM (cst) | **BIDDING CLOSING:** Thursday, October 27th, 2022 at 2 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. **CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!!** 118.7 +/- acres in Johnson County in Edgerton, Kansas! This property has endless development opportunities! The Southwest corner of 199th St. & Waverly Rd Property is located on I-35 between the Intermodel Exit (Homestead Lane) and the South Gardner, KS exit Zoned Agricultural Convenient I-35 interstate highway access SW of Kansas City Development Opportunity Potentially Qualifies for the Rural Housing Incentive District program Near several schools and residential neighborhoods Between Logistics Park KC (a 14 million Sq.Ft. distribution facility) to the North and Kubota to the South Surrounded by industrial/commercial properties such as Amazon Warehouse, Walmart Distribution Center, USPS Kansas City, Kubota, Flexsteel, and many more. Panasonic Energy Electric Vehicle Battery Plant coming soon Utilites: Three Phase power accessible on N. side of 199th and Waverly, Single Phase power accesible on east side of Waverly Street, 6 inch water main RWD #7 on east side of this property, Sewer by Edgerton on south side of this property line, Gas is nearby at southeast corner of this property servicing Hostess distribution center, all per Seller. This land will be sold at auction to the highest bidder, regardless of price! What a rare opportunity! Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | **BIDDING OPENS:** Tuesday, October 11th, 2022 at 2 PM (cst) | **BIDDING CLOSING:** Thursday, October 27th, 2022 at 2 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. Current crop (beans) are currently planted and Seller has given written notice to vacate when the fall crop is removed Oct./Nov. 2022. Farmer prefers to continue farming should Buyer desire. The 118± acre property is located within a redevelopment district in Edgerton, Kansas and may be eligible for the Rural Housing Incentive District (RHID), which helps developers finance public improvements and reimburses certain land acquisition costs, site preparation, street grading, underground public utilities, and more. Additional discussions have been started with the Kansas Housing Resource Corporation (KHRC) that suggest they may favorably consider a 4% Low income housing Tax Credit application for this parcel. - A non-producing gas well and oil well are present on the property. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$150,000 for a 30 day closing or \$250,000 for a 45 day closing.

AUCTION

Auction Date	10/11/2022	Auction Location	www.mccurdy.com
Auction Offering	Real Estate Only	Auction Start Time	2:00 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	10/26/2022 by 5:00 PM	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

TERMS OF SALE

Terms of Sale See Associated Documents.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2022 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

1 Property Address: 118.7 +/- Acres On Waverly Rd. - Edgerton, KS 66021
2 Seller: HARVEY G. WISE TRUST Date of Purchase: _____
3 Property currently zoned as: AGRICULTURE

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 RWD #7 LINE ON EAST PROPERTY LINE.
31 Comments: JOHNSON COUNTY RURAL WATER DISTRICT # 17
32 913-856-7375

DRAINAGE/SEWAGE SYSTEMS

33
34 Sewer Lines ACROSS SOUTH PROPERTY LINE
35 Septic/Laterals _____
36 Lagoon _____
37 Tank Size _____ Location _____
38 # Feet of Laterals _____
39 Other JOIN CITY OF EDGERTON TO ACCESS SEWER LINE.
40 Other _____
41 Comments: _____
42

Seller's Initials [Signature]

Buyer's Initials _____

PART II

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

None Does Not Transfer Working Not Working Don't Know

GAS/ELECTRIC

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

ONEGAS - Bill AMERENS

- 53 [] Yes [X] No [] Don't Know Is gas connected to property? If not, distance to nearest source? 913-599-8996
54 [] Yes [X] No [] Don't Know Is electricity connected to property? If not, distance to nearest source? See # 58 & 59
55 [X] [] [] Don't Know To your knowledge, is there any additional costs to hook up utilities?
56 If yes, please explain: ELECTRICAL - ENERGY - JUSTIN AMBERSON 816-652-1926

Comments: 3 PHASE ACROSS 199th STREET (NORTH PROPERTY LINE)
1 PHASE ACROSS WAVERLY (EAST PROPERTY LINE)

DRAINAGE/SEWAGE SYSTEMS

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

BOUNDARIES/LAND

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

Seller's Initials [Signature]

Buyer's Initials

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

- 85
86 Is the property subject to rules or regulations of any homeowner's association?
87 Annual dues \$ _____ Initiation Fee \$ _____
88 To your knowledge, are there any problems relating to any common area?
89 Have you been notified of any condition which may result in an increase in assessments?
90 Comments: _____
91

ENVIRONMENTAL CONDITIONS

- 92 To your knowledge, are any of the following substances, materials, or products present on the real property?
93
94 Asbestos
95 Contaminated soil or water (including drinking water)
96 Landfill or buried materials
97 Methane gas
98 Oil sheers in wet areas
99 Radioactive material
100 Toxic material disposal (e.g., solvents, chemicals, etc.)
101 Underground fuel or chemical storage tanks
102 EMFs (Electro Magnetic Fields)
103 Gas or oil wells in area
104 Other
105 To your knowledge, are any of the above conditions present near your property?
106 Comments: (1) ONE GAS, (1) ONE OIL, BOTH ARE NON-PRODUCING.
107

MISCELLANEOUS

- 108 To your knowledge:
109
110 Are there any gas/oil wells on the property or adjacent property?
111 Is the present use of the property a non-conforming use?
112 Are there any violations of local, state or federal government laws or regulations relating to this property?
113 Is there any existing or threatened legal or regulatory action affecting this property?
114 Are there any current special assessments or do you have knowledge of any future assessments?
115 Are there any proposed or pending zoning changes on this or adjacent property?
116 Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
117 Are there any diseased or dead trees or shrubs?
118 Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
119
120 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.
121
122 Comments: _____
123

Seller Owns:

- 124
125 Mineral Rights:
126 100 % pass with the land to the Buyer 0 % remain with the Seller
127 0 % are owned by third party unknown
128 Are there any oil, gas, or wind leases of record or Other? Please explain: _____
129
130 Crops planted at the time of sale:
131 _____ pass with the land to the Buyer X remain with the Seller
132 _____ none _____ negotiable
133 X Other (please describe): FARM LEASE 2022 COMPLETE AFTER
134 SOYBEAN HARVEST, FARMER WANTS TO CONTINUE TO LEASE

Seller's Initials [Signature]

Buyer's Initials _____

Tenant's rights apply to the subject property with lease or shares as follows: 2022 FARM LEASE COMPLETE AFTER SOYBEAN CROP HARVEST, Typically be end of NOVEMBER.

Water Rights:
100 pass with the land to the Buyer - Permit # _____
0 remain with the Seller - Permit # _____
 _____ have been terminated

Comments: _____

SELLER'S ACKNOWLEDGMENT

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

 Seller Date 9/12/22 Seller Date

OR

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

 Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

 Buyer Date Buyer Date

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Seller's Initials [Signature] Buyer's Initials _____



McCurdys
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 118.7 +/- Acres On Waverly Rd. - Edgerton, KS 66021

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: _____

Authentisign
Rodney Wise, Trustee

Owner

09/09/2022

Date

Owner

Date



CALL BEFORE YOU WIRE FUNDS

PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

Authorized Phone Number

Property Address

File Number

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>

KANSAS
JOHNSON



FARM : 4600
Prepared : 9/15/22 10:30 AM
Crop Year : 2022

Form: FSA-156EZ

Abbreviated 156 Farm Record

See Page 2 for non-discriminatory Statements.

Operator Name : DAVID RANDALL HUTCHINS
 Farms Associated with Operator : 20-091-92, 20-091-396, 20-091-3150, 20-091-3685, 20-059-3713, 20-091-4600, 20-091-4650, 20-091-4841, 20-091-4992, 20-091-5029, 20-121-5568, 39-159-7659, 39-159-7660
 CRP Contract Number(s) : None
 Recon ID : 20-091-2016-68
 Transferred From : None
 ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
138.38	74.28	74.28	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	74.28	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, OATS, CORN, SORGH, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	17.40	0.00	37	
Oats	1.90	0.00	52	
Corn	3.80	0.00	84	
Grain Sorghum	17.70	0.00	69	
Soybeans	10.30	0.00	39	
TOTAL	51.10	0.00		

NOTES

Tract Number : 7585
 Description : D11 NE4 S OF HWY 10-15-22 CRP FARM
 FSA Physical Location : KANSAS/JOHNSON
 ANSI Physical Location : KANSAS/JOHNSON
 BIA Unit Range Number :
 HEL Status : HEL field on tract.Conservation system being actively applied
 Wetland Status : Wetland determinations not complete
 WL Violations : None
 Owners : HARVEY GEORGE WISE IRREVOCABLE TRUST
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
121.99	59.95	59.95	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	59.95	0.00	0.00	0.00	0.00	0.00

KANSAS
JOHNSON
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 4600
Prepared : 9/15/22 10:30 AM
Crop Year : 2022

Abbreviated 156 Farm Record

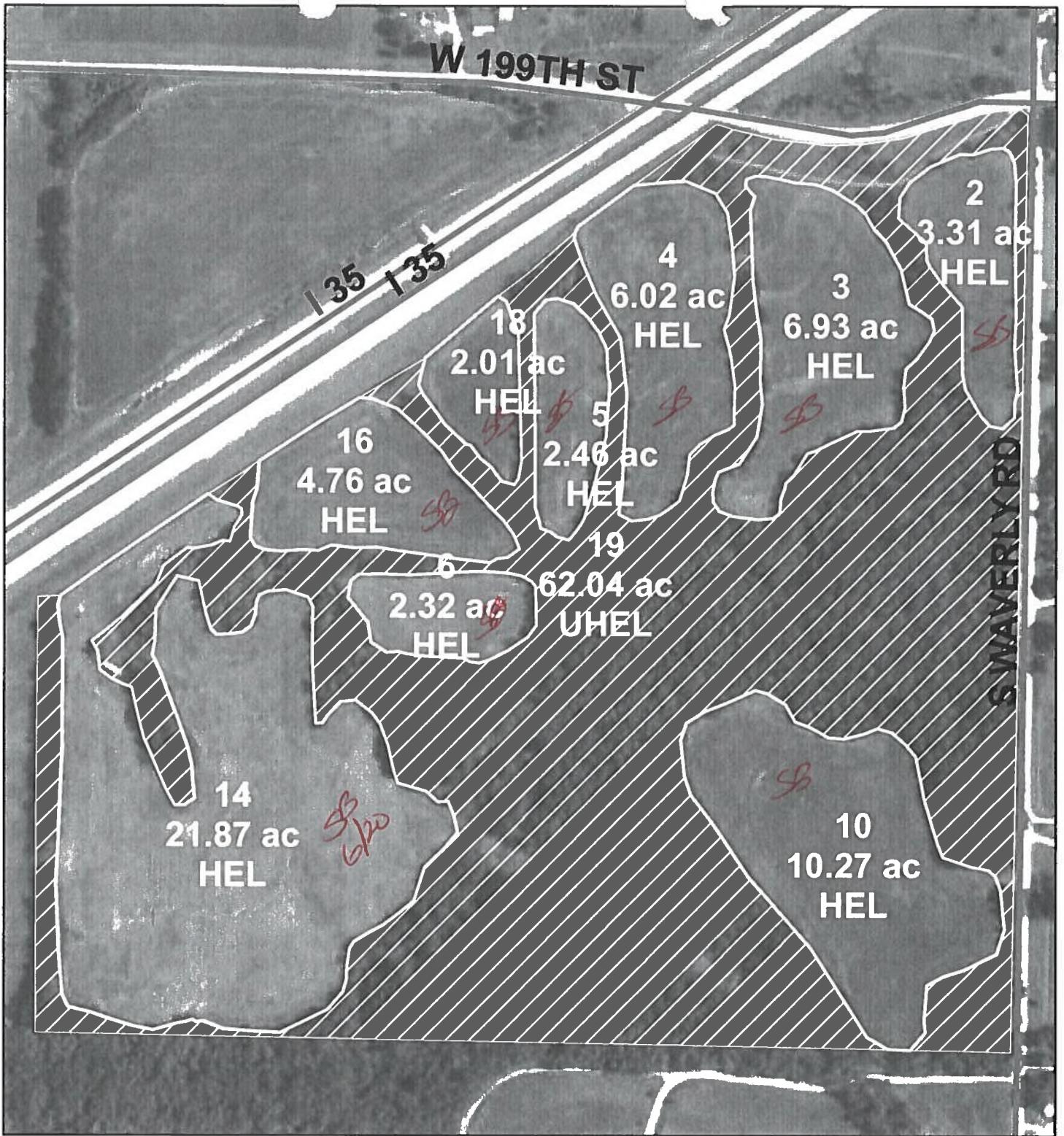
Tract 7585 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	17.40	0.00	37
Oats	1.90	0.00	52
Corn	3.80	0.00	84
Grain Sorghum	17.70	0.00	69
TOTAL	40.80	0.00	

NOTES

Tract Number : 7586



United States Department of Agriculture
Farm Service Agency

RANDY HUTCHINS
October 22, 2021

Farm: 4600
Tract: 7585

Johnson County, KS

MAP LEGEND

- W=Wheat HRW GR
 - WS=Wheat SRW GR
 - C=Corn YEL GR
 - M=Sorghum GRS GR
 - SB=Soybeans COM GR
 - O=Oats SPR GR
 - NAT H=Grass NAG Hay
 - BR H=Grass SMO FG
 - BR GZ=Grass SMO GZ
 - BR LS=Grass SMO LS
 - FES H=Grass FTA FG
 - FES GZ=Grass FTA GZ
 - FES LS=Grass FTA LS
 - NAT LS=Grass NAG LS
 - NAT GZ=Grass NAG GZ
- ALL NON-IRRIGATED UNLESS NOTE
FOR ACREAGE REPORTING ONLY

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

118.7 +/- acres on Waverly Rd., Edgerton, KS 66021 - Zoning Agricultural



A product of Johnson County AIMS, 111 S Cherry, Ste 3100, Olathe KS 66061 - 913-715-1600 - <https://aims.jocogov.org> - mapper@jocogov.org

Johnson Co AIMS Map

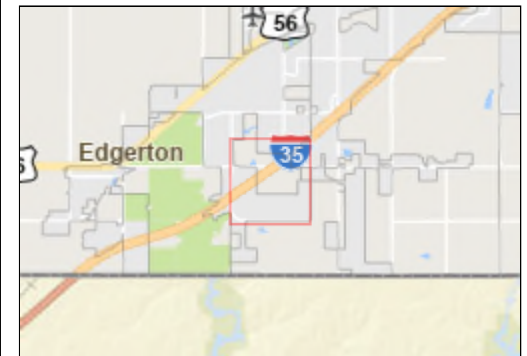
LEGEND

AIMS Imagery: Current Imagery (2021)

Proposed Zoning

Zoning (Countywide)

- | | |
|---|---|
| Agricultural | Business-Commercial |
| Business-Office | Civic/Parks |
| Industrial | Multi-Family Residential |
| Multi-Use | Single-Family Residential |



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.

118.7 +/- acres on Waverly Rd., Edgerton, KS 66021 - Flood Map



A product of Johnson County AIMS, 111 S Cherry, Ste 3100, Olathe KS 66061 - 913-715-1600 - <https://aims.jocogov.org> - mapper@jocogov.org

Johnson Co AIMS Map

LEGEND

AIMS Imagery: Current Imagery (2021)

Floodway - NFHL

Special Flood Hazard Areas (SFHAs) - NFHL

Zone A Zones AE

Zone AO

Other Flood Areas - NFHL

Zone X Zone X - Future

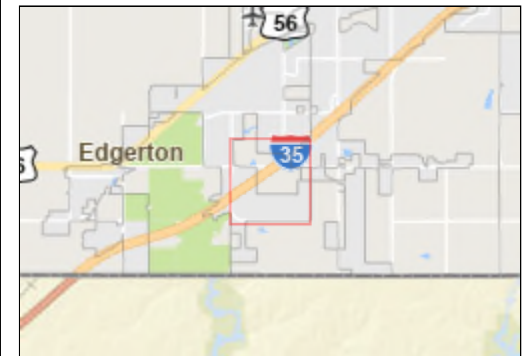
Area Not Included

Flood Panel - NFHL

Letter of Map Revision - NFHL

Base Flood Elevations - NFHL

Contour - NFHL



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118.7 +/- acres on Waverly Rd., Edgerton, KS 66021 | Aerial



A product of Johnson County AIMS, 111 S Cherry, Ste 3100, Olathe KS 66061 - 913-715-1600 - https://aims.jocogov.org - mapper@jocogov.org

Johnson Co AIMS Map

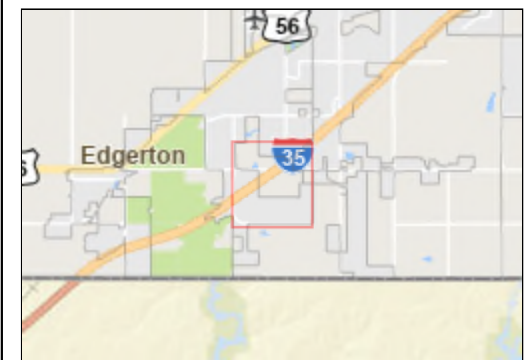
LEGEND

AIMS Imagery: Current Imagery (2021)

- + Address Point
- Building/Structure

Property

- | | |
|------------------|-------------------|
| □ Untaxed | □ Common Interest |
| □ Vertical | □ Platted |
| □ Unplatted | □ Right-of-way |
| □ Mineral Rights | □ Leased Land |



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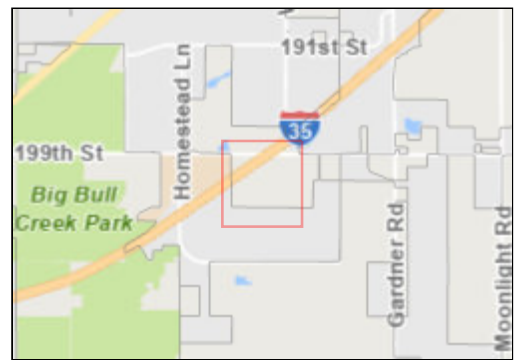
A product of Johnson County AIMS, 111 S Cherry, Ste 3100, Olathe KS 66061 - 913-715-1600 - <https://aims.jocogov.org> - mapper@jocogov.org

Johnson Co AIMS Map

118.7 +/- Acres on Waverly Edgerton, KS 66021

LEGEND

- JCW Service Districts
- Water
- Sewer
- Stormwater
- Electric
- Cable
- Gas
- JCW



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118.7 +/- Acres on Waverly, Edgerton, KS 66021 - Electric Line

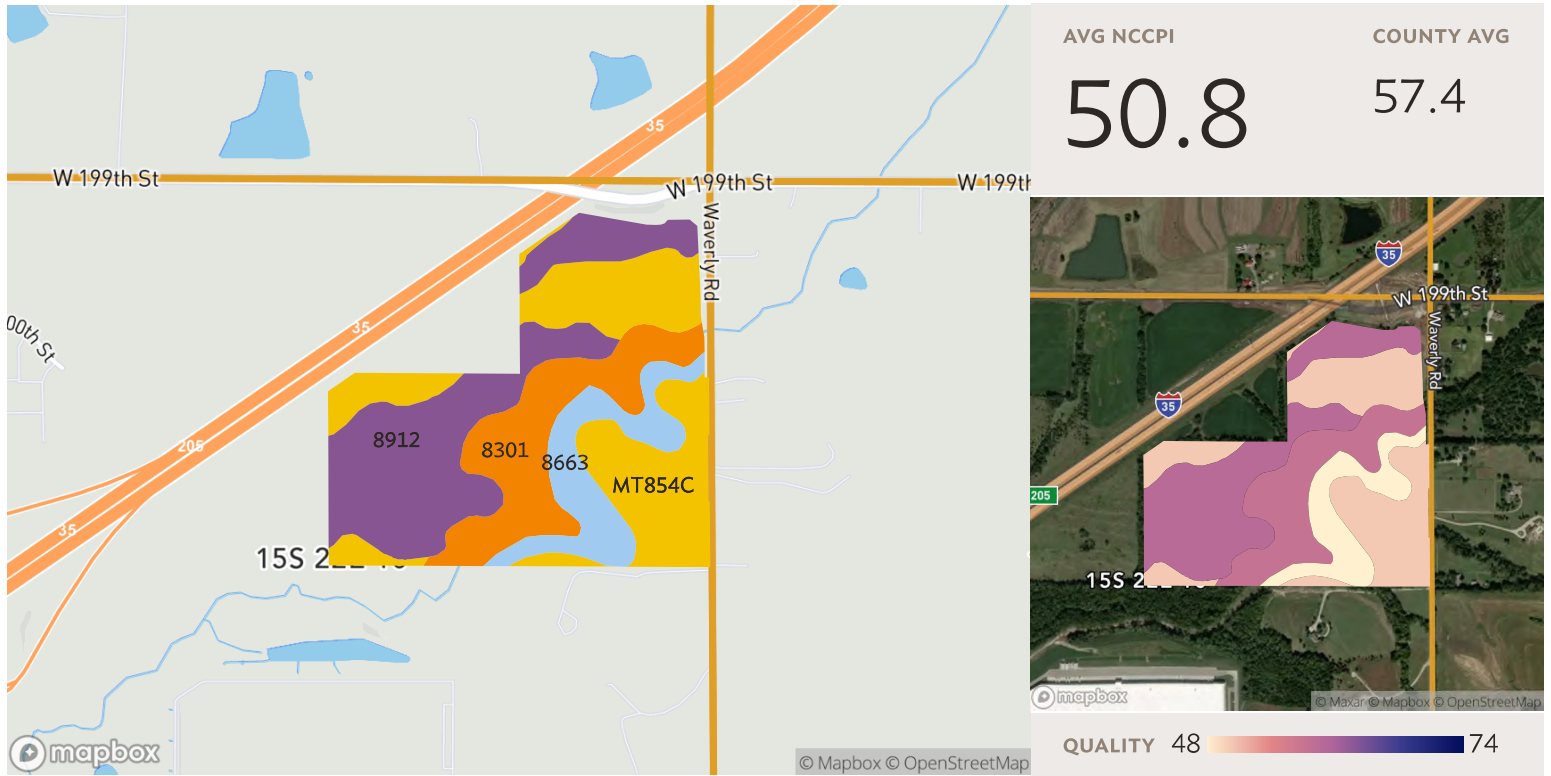


600ft

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Utility Company	Contact Name	Number/Email
Kansas Gas Service, Onegas	Bill Aherens	913-599-8996
Sewer/City of Edgerton		913-893-6231
Johnson Co Water District #7		913-856-7375
Evergy Commercial Development	Justin Amberson	justin.amberson@evergy.com O: 816-652-1926 M: 816-810-4363

1 field, 108 acres in Johnson County, KS TOWNSHIP/SECTION 15S 22E - 10



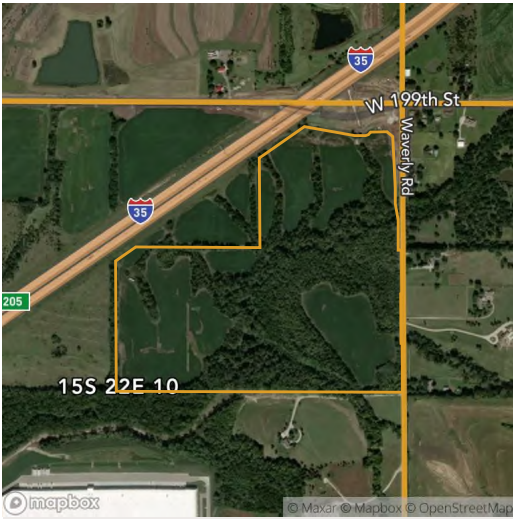
Source: NRCS Soil Survey

All fields

108 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
■ MT854C	Wagstaff silty clay loam, 3 to 8 percent slopes	37.16	34.3%	3	50.4
■ 8912	Summit silty clay loam, 3 to 7 percent slopes	35.50	32.8%	3	59.6
■ 8301	Verdigris silt loam, 0 to 1 percent slopes, frequently flooded	21.77	20.1%	5	58.0
■ 8663	Clareon-Rock outcrop complex, 3 to 15 percent slopes	13.87	12.8%	6	18.3
108.30					50.8

1 field, 108 acres in Johnson County, KS TOWNSHIP/SECTION 15S 22E - 10



All fields

108 ac.




	2021	2020	2019	2018	2017
Forest	41.2%	48.9%	46.8%	43.7%	43.7%
Soybeans	40.1%	34.9%	36.7%	-	30.8%
Grass/Pasture	17.8%	10.9%	15.2%	19.8%	18.6%
Corn	-	0.6%	0.2%	29.2%	-
Non-Cropland	0.3%	2.9%	0.7%	6.8%	6.4%
Other	0.6%	1.7%	0.5%	0.5%	0.5%

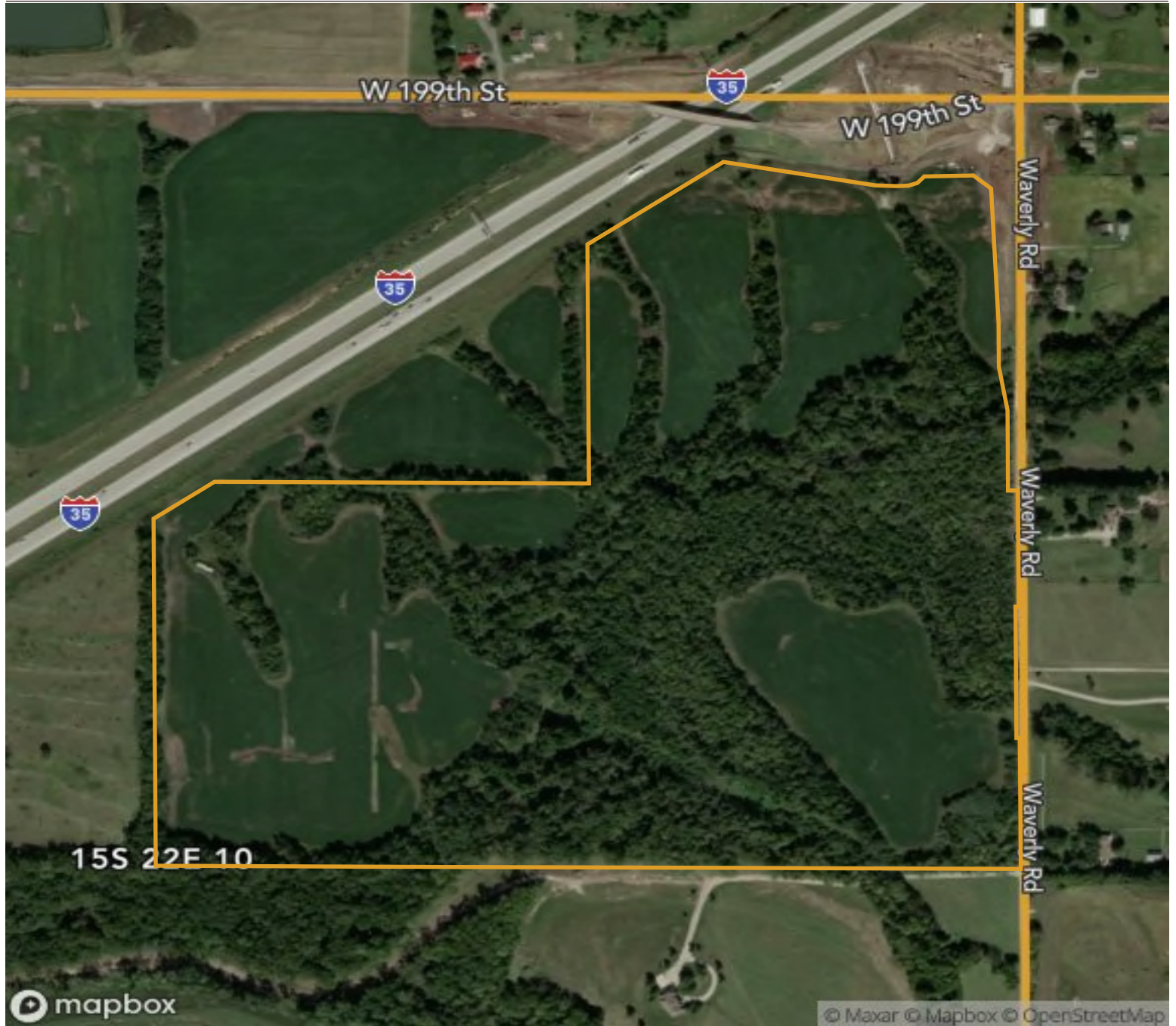
Source: NASS Cropland Data Layer

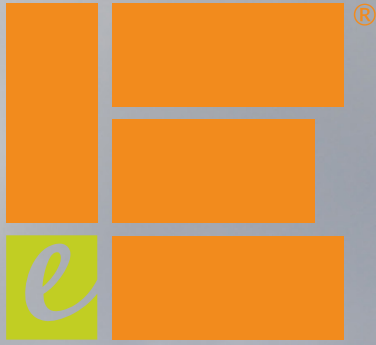
1 field, 108 acres in Johnson County, KS

TOWNSHIP/SECTION 15S 22E - 10

Johnson County, KS

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)	OWNER ADDRESS
	108.30	15S 22E - 10 APN: 2F2215103001	WISE, HARVEY G (02/08/2022)	2103 BARNER RD, WESSON, MS 39191





City of Edgerton Consumer Confidence Water Report 2022

Covering the 2021 Calendar Year

This brochure is a snapshot of the quality of the water that we provided last year. Included are the details about where your water comes from, what it contains, and how it compares to Environmental Protection Agency (EPA) and state standards. We are committed to providing you with information because informed customers are our best allies.

If you would like to learn more about the drinking water quality, please contact Beth Linn at 913.893.6231.



404 East Nelson • Edgerton, KS 66021
913.893.6231

EdgertonKS.org/utilities



Terms and Abbreviations

Our drinking water is supplied from another water system through a Consecutive Connection (CC). Your water comes from:

Buyer Name	Seller Name
City of Edgerton	Johnson County RWD 7
City of Edgerton	City of Baldwin City
City of Baldwin City	City of Lawrence
Johnson County RWD 7	City of Olathe
Johnson County RWD 7	New Century Air Center
Johnson County RWD 7	Miami County RWD 2
New Century Air Center	City of Gardner

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as those with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the **Safe Drinking Water Hotline (800.426.4791)**.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **EPA's Safe Drinking Water Hotline (800.426.4791)**.

The sources of drinking water (both tap water and bottled water) included rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Maximum Contaminant Level Goal (MCLG): the "Goal" is the level of a contaminant in drinking water below which there is no known or expected risk to human health. MCLGs allow for a margin of safety.

Maximum Contaminant Level (MCL): the "Maximum Allowed" MCL is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Secondary Maximum Contaminant Level (SMCL): recommended level for a contaminant that is not regulated and has no MCL.

Action Level (AL): the concentration of a contaminant that, if exceeded, triggers treatment or other requirements.

Treatment Technique (TT): a required process intended to reduce levels of a contaminant in drinking water.

Maximum Residual Disinfectant Level (MRDL): the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Non-Detects (ND): lab analysis indicates that the contaminant is not present.

Parts per Million (ppm) or milligrams per liter (mg/l)

Parts per Billion (ppb) or micrograms per liter (µg/l)

Picocuries per Liter (pCi/L): a measure of the radioactivity in water.

Millirems per Year (mrem/yr): measure of radiation absorbed by the body.

Monitoring Period Average (MPA): An average of sample results obtained during a defined time frame, common examples of monitoring periods are monthly, quarterly and yearly.

Nephelometric Turbidity Unit (NTU): a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person. Turbidity is not regulated for groundwater systems.

Running Annual Average (RAA): an average of sample results obtained over the most current 12 months and used to determine compliance with MCLs.

Locational Running Annual Average (LRAA): Average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.

CONTAMINANTS THAT MAY BE PRESENT IN SOURCE WATER BEFORE WE TREAT IT INCLUDE:

Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, livestock operations and wildlife.

Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

Pesticides and herbicides, which may come from a variety of sources such as storm water run-off, agriculture, and residential users.

Radioactive contaminants, which can be naturally occurring or the result of mining activity.

Organic contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and also come from gas stations, urban storm water run-off, and septic systems.

In order to ensure that tap water is safe to drink, EPA prescribes regulation which limits the amount of certain contaminants in water provided by public water systems. We treat our water according to EPA's regulations. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Our water system is required to test a minimum of 2 samples per month in accordance with the Total Coliform Rule for microbiological contaminants. Coliform bacteria are usually harmless, but their presence in water can be an indication of disease-causing bacteria. When coliform bacteria are found, special follow-up tests are done to determine if harmful bacteria are present in the water supply. If this limit is exceeded, the water supplier must notify the public.

Water Quality Data

The following tables list all of the drinking water contaminants which were detected during the 2021 calendar year. The presence of these contaminants does not necessarily indicate the water poses a health risk. Unless noted, the data presented in this table is from the testing done January 1 - December 31, 2021. The state requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some of the data, though representative of the water quality, is more than one year old. **The bottom line is that the water that is provided to you is safe.**

Testing results for the City of Edgerton

Microbiological	Result	MCL	MCLG	Typical Source
COLIFORM (TCR)	In the month of August, 1 sample returned as positive	Treatment Technique Trigger	0	Naturally present in the environment

Disinfection Byproducts	Monitoring Period	Highest RAA	Range (low/high)	Unit	MCL	MCLG	Typical Source
TOTAL HALOACETIC ACIDS (HAA5)	2021	23	16-30	ppb	60	0	Byproduct of drinking water disinfection
TTHM	2021	67	46-96	ppb	80	0	Byproduct of drinking water chlorination

Lead and Copper	Monitoring Period	90th Percentile	Range (low/high)	Unit	AL	Sites Over AL	Typical Source
COPPER, FREE	2018-2020	0.39	0.098-0.42	ppm	1.3	0	Corrosion of household plumbing
LEAD	2018-2020	4.8	0-6	ppb	15	0	

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Your water system is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Chlorine/Chloramines Maximum Disinfection Level	MPA	MPA Units	RAA	RAA Units
2021-2021	2.7000	MG/L	1.7	MG/L

During the 2021 calendar year, we had no violation(s) of drinking water regulations.

Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer.

Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other potentially harmful bacteria may be present. There are no additional required health effects violation notices.

Some or all of our drinking water is supplied from another water system. The table below lists all of the drinking water contaminants, which were detected during the 2021 calendar year from the water systems that we purchase drinking water from.

Regulated Contaminants	Collection Date	Water System	Highest Value	Range (low/high)	Unit	MCL	MCLG	Typical Source
2, 4-D	2/8/2021	City of Lawrence	13	0-13	ppb	70	70	Runoff from herbicide used on row crops
Arsenic	4/6/2021	City of Lawrence	1.3	0-1.3	ppb	10	0	Erosion of natural deposits
Atrazine	2/8/2021	City of Lawrence	0.2	0-0.2	ppb	3	3	Runoff from herbicide used on row crops
Barium	2/8/2021	City of Lawrence	0.093	0.024-0.093	ppm	2	2	Discharge from metal refineries
Cadmium	8/10/2021	City of Lawrence	3.1	0-3.1	ppb	5	5	Corrosion of galvanized pipes; Erosion of natural deposits; Discharge from metal refineries; Runoff from waste batteries and paints
Chromium	8/10/2021	City of Lawrence	3.1	0-3.1	ppb	100	100	Discharge from steel and pulp mills
Combined Radium (-226 & -228)	9/14/2020	City of Lawrence	1	0-1	PCI/L	5	0	Erosion of natural deposits
Fluoride	5/11/2021	City of Olathe	0.96	0.53-0.96	ppm	4	4	Natural deposits; Water additive which promotes strong teeth.
Nitrate	4/6/2021	City of Lawrence	1.6	0-1.6	ppm	10	10	Runoff from fertilizer use
Nitrate-Nitrite	5/27/2021	City of Olathe	0.62	0.55-0.62	ppm	10	10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Selenium	5/11/2021	City of Olathe	3	3	ppb	50	50	Erosion of natural deposits

Secondary Contaminants	Collection Date	Water System	Highest Value	Range (low/high)	Unit	SMCL
ALKALINITY, TOTAL	3/8/2021	City of Lawrence	148	50-148	MG/L	300
ALUMINUM	8/10/2021	City of Lawrence	7.6	0-7.6	MG/L	0.05
BROMIDE	11/11/2021	City of Lawrence	0.074	0.0063-0.074	MG/L	0.05
CALCIUM	5/11/2021	City of Olathe	54	54	MG/L	200
CALCIUM	8/10/2021	City of Lawrence	62	38-62	MG/L	
CHLORIDE	11/11/2021	City of Lawrence	170	20-170	MG/L	250
CHROMIUM, HEX	8/10/2021	City of Lawrence	2.5	0.12-2.5	UG/L	
CONDUCTIVITY @ 25 C UMHOS/CM	8/10/2021	City of Lawrence	990	360-990	UMHO/CM	1500
CORROSIVITY	5/11/2021	City of Olathe	0.84	0.84	LANG	0
HARDNESS, CALCIUM MAGNESIUM	1/12/2021	City of Lawrence	67	15-67	MG/L	
HARDNESS, TOTAL (AS CaCO3)	5/11/2021	City of Olathe	180	180	MG/L	400
MAGNESIUM	1/12/2021	City of Lawrence	16	3.7-16	MG/L	150
MANGANESE	4/6/2021	City of Lawrence	0.001	0-0.001	MG/L	0.05
METOLACHLOR	6/15/2021	City of Olathe	0.46	0.46	ppb	
MOLYBDENUM, TOTAL	8/10/2021	City of Lawrence	5.7	0-5.7		
NICKEL	5/11/2021	City of Olathe	0.0039	0.0039	MG/L	0.1
PERCHLORATE	8/10/2021	City of Lawrence	1.5	0-1.5	UG/L	
PH	5/3/2021	City of Lawrence	9	8.3-9	SU	8.5
PHOSPHORUS, TOTAL	8/10/2021	City of Lawrence	0.32	0.086-0.32	MG/L	5
POTASSIUM	8/10/2021	City of Lawrence	10	3.2-10	MG/L	100
SILICA	5/11/2021	City of Olathe	10	10	MG/L	50
SODIUM	8/10/2021	City of Lawrence	120	13-120	MG/L	100
STRONTIUM	8/10/2021	City of Lawrence	430	190-430	UG/L	
SULFATE	11/11/2011	City of Lawrence	150	21-150	MG/L	250
TDS	11/11/2021	City of Lawrence	590	200-590	MG/L	500
VANADIUM, TOTAL	5/3/2021	City of Lawrence	3.4	0-3.4		
ZINC	5/3/2021	Miami Co RWD 2	0.0083	0.0083	MG/L	5

Please note: Because of sampling schedules, results may be older than 1 year.

During the 2021 calendar year, the water systems that we purchase water from had the below noted violation(s) of drinking water regulations.

Water System	Type	Category	Analyte	Compliance Period
City of Olathe	Monitoring, Routine (DBP), Major	MON	CDS_DBP_TOTALS	1/1/2021-3/31/2021
City of Olathe	Monitoring, Routine (DBP), Major	MON	Carbon, Total	3/1/2021-3/31/2021
Miami County RWD 2	Monthly Comb Filtr Effluent (IESWTR/LT1)	TT	Turbidity	1/1/2021-1/31/2021

TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC ("McCurdy") at Bidder's request.
4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the "Seller") or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
6. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
9. The Real Estate is not offered contingent upon financing.
10. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed the Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and



all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any “invitee” relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

18. McCurdy has the right to establish all bidding increments.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. 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.
24. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
25. Bidder uses the online bidding platform at Bidder’s sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform’s uninterrupted function or availability and makes no representations or warranties as to the online bidding platform’s compatibility or functionality with Bidder’s hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder’s use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
26. The ability to “pre-bid” or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder’s convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
27. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction.

28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
29. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

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)*

