



Reserve Real Estate Auction  
Terms and Conditions



**AUCTION DATE Land Auction Sumner County 5-23-2022**

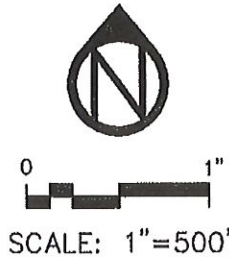
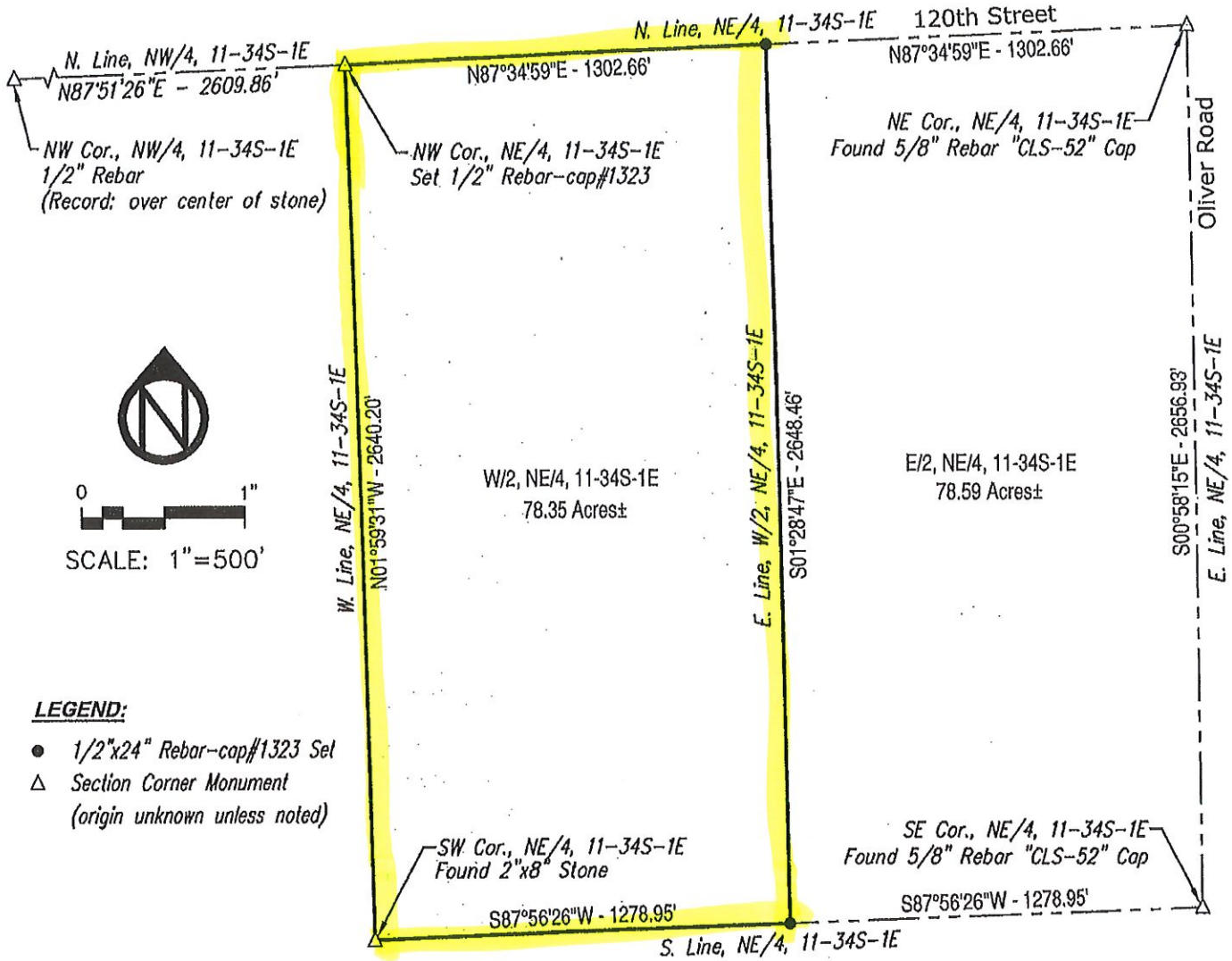
The following terms and conditions form an integral part of the auction to be conducted by Realty Executives Sudduth Realty & Auctions, Inc. ("Sudduth Realty") on behalf of the Seller. The real estate offered for sale ("Property") at auction is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Realty Executives Sudduth Realty & Auctions, Inc. It is Bidder's obligation to familiarize themselves with the terms of the Auction, as bidding upon real estate at auction is final and irrevocable act. The terms of the Auction are not subject to change or negotiation after the fact. It is Bidder's responsibility to review all available printed materials and listen to the Auction announcements for updated or modified specifications, terms, or disclosures.

1. **DEFINITIONS.** Each capitalized term used in these Terms and Conditions shall have the meaning ascribed to such term herein. "Auction" shall refer to the public sale of the Property to be held on the Auction Date. "Seller" shall refer to the consignor of the Property. "Buyer" shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. "Bidder" shall refer to any person or entity who has registered for or placed a bid at the Auction.
2. **CONSENT TO TERMS.** Registering for or bidding at the Auction will be deemed proof of Bidder's receipt of and agreement to be bound by these Terms and Conditions, any announcements made at the auction, and, if Bidder becomes the Buyer, the Contract for Purchase and Sale. Bidder further agrees and understands any announcements made during the Auction take precedence over anything previously stated or printed, including these Terms and Conditions.
3. **PROPERTY CONDITION.** The Property 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 Sudduth Realty, including, but not limited to, the following the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Property prior to bidding.
4. **INSPECTIONS.** The Property is not offered contingent upon inspections. 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 mild; 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 Property prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty has been obtained from a variety of sources. Seller and Sudduth Realty 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 Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller or Sudduth Realty.
5. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the Contract for Purchase and Sale.
6. **FINANCING CONTINGENCY.** The Property is being auctioned as a cash sale which is not contingent on Buyer's ability to obtain financing. It is Bidder's responsibility to ensure purchase money funds are in place prior to bidding at the Auction. Buyer's failure to close as a result of insufficient financing shall constitute a breach of contract.
7. **BIDDER REGISTRATION.** This Auction is for registered bidders only. Live Bidders MUST register their name, address, and telephone number with Sudduth Realty, along with a photo I.D. on or before the day of the Auction either in person or online.
8. **AUCTION PROCEDURE.** For purposes of the Auction, the Property will be offered in one parcel as identified in the Contract for Purchase and Sale. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder may be bound by said offer. The final bid price shall be determined by competitive bidding. Bids remain open until the auctioneer declares the bidding closed. Should any dispute arise between Bidders, the Auctioneer shall have the right to make the final decision to either determine the successful Bidder or to re-sell the property that is in dispute. Auctioneer's sales records shall be conclusive in all respects. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
9. **BUYER'S PREMIUM.** A buyer's premium of 10% of the final bid price (\$1,500 minimum) will be added final bid price determine the total sales price ("Sales Price") for the Property.
10. **RESERVE AUCTION.** The Property shall be sold to the highest bidder, subject to a minimum bid or reserve price.
11. **EXECUTION OF CONTRACT.** Buyer must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds in the amount set forth by Sudduth Realty. The balance of the Sales Price will be due in immediately available certified funds at closing on the specified closing date. Closing must occur within 30 days of the date of the Auction, or as otherwise agreed by Seller and Buyer.
12. **EARNEST MONEY DEPOSIT.** Upon completion of the Auction, Buyer shall deliver to Seller a non-refundable earnest money deposit equal to 10% of the sales Price.

13. **ASSIGNMENT.** No Bidder or Buyer may assign any of its rights or obligations under these Terms and Conditions, including their bid or obligation to purchase the Property, without the written consent of Seller and Sudduth Realty. In the event such written consent is provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
14. **FAILURE BY BUYER.** If Buyer fails or refuses to execute the Contract for Purchase and Sale, 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 Buyer and Seller for the sale and purchase of the Property.
15. **ONLINE AUCTIONS/BIDS.** In the case of online bidding neither the company providing the software nor Sudduth Realty shall be held responsible for any missed bid or the failure of the software to function properly for any reason. A winning online bidder is required to execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the amount set forth by Sudduth Realty the next business day following the conclusion of the Auction. Such earnest money deposit must be in the form of wire transfer, cashier's check, or personal check with bank letter of guarantee. The closing time of an online auction shall automatically extend an additional 2 minutes whenever a bid is placed within the last 2 minutes of the scheduled closing time.
16. **BROKER/AGENT PARTICIPATION.** Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. If buyer has a buyer's broker have the buyer's broker register with Sudduth Realty in advance of registering online.
17. **CHOICE OF LAW.** These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas. 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.
18. **AUCTIONEER'S LIABILITY.** Sudduth Realty is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty be liable to Bidder for any 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. 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. Sudduth Realty may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Property. Neither Seller nor Sudduth Realty, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Property. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller and Sudduth Realty are not responsible for any lost, stolen, or damaged property.
19. **AGENT OF SELLER.** The Auctioneer, Sudduth Realty (and any appointed real estate agent, where applicable), is acting as a designated Seller's and not as an agent of the Buyer. The Buyer may be required to sign an Agency Agreement acknowledging that they are aware they are not receiving any representation.
20. **MEDIA RELEASE.** Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth Realty to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this Auction, and to use the films, photographs, recordings, or other information about the Auction, including the sales price of the Property, for promotional or other commercial purposes.
21. **REFUSAL OF SERVICE.** Sudduth Realty 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, and may further to refuse admittance to or expel anyone from the auction premises for interference with the Auction activities, nuisance, canvassing or any other reason deemed necessary by Sudduth Realty.
22. **FAIR HOUSING.** Sudduth Realty is committed to compliance with all federal, state, and local fair housing laws, and will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. Sudduth Realty will allow reasonable accommodation or reasonable modification based upon a disability-related need.
23. **CONTACT INFORMATION.** Sudduth Realty is committed to protecting your privacy and will only share personal information you provide with third parties for the purpose of improving our services or for providing notifications and marketing. You may opt out of any contact or notifications, or to have us remove your personal information by sending a request to our office at [office@sudduthrealty.com](mailto:office@sudduthrealty.com).

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date





**LEGEND:**

- 1/2"x24" Rebar-cap#1323 Set
- △ Section Corner Monument (origin unknown unless noted)

**DESCRIPTION OF SURVEY:**

The West Half of the Northeast Quarter of Section 11, Township 34 South, Range 1 East of the 6th Principle Meridian, Sumner County, Kansas.

**NOTES:**

-Bearings for this survey are based on an assumed  $S00^{\circ}58'15"E$  for the East Line of the Northeast Quarter, 11-34S-1E. All distances shown are as measured in the field.

-Surveyor has made no investigation or independent search for easements of record, encumbrances, vacated lands, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

**CERTIFICATION:**

I hereby certify that the above is an accurate plat of the survey completed by me on the 31st day of March, 2021, and that the survey meets or exceeds the Minimum Technical Standards for a Boundary Survey as adopted by the Kansas State Board of Technical Professions.

Greg D. Frederick  
 Kansas LIC. NO.: PS 1323

**PREPARED FOR:**

Rick Holloway  
 7369 244th Road  
 Arkansas City, KS 67005



**SMITH + OAKES**  
 P.O. BOX 696 / 110 W BRYANT RD, ARKANSAS CITY, KS 67005  
 PHONE / 620-442-4756 / INFO@SMITHANDOAKES.COM

DATE: 4/1/2021	DRAWN BY: GDF	SHEET: 1 OF 1	PROJECT # 41-030
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*Charla K Holloway Myrick, Shanna Myrick*

04/13/22

# Property Detail Information

LGIS v5



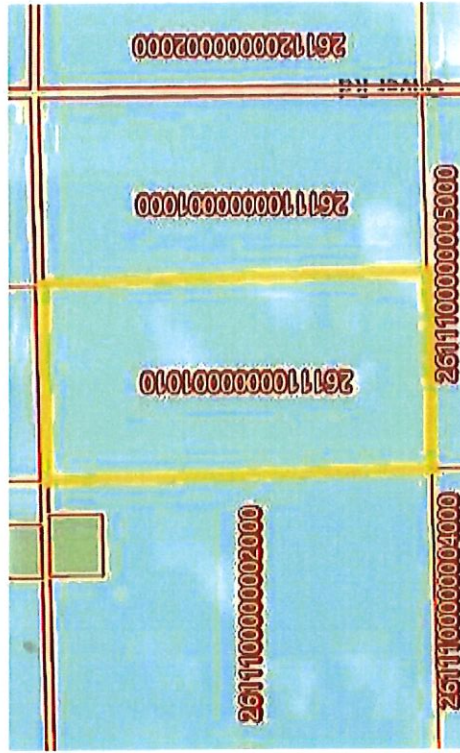
SUMNER COUNTY KANSAS

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## Report for Parcel No. 096-261-11-0-00-001.01-0 (Quick Ref. ID R15214)

Property Physical (Situs) Address	
00000 E 120TH ST S, South Haven, KS 67140	
Owner(s)	Owner Mailing Address
MYRICK, CHARLA K - (P)	25357 59TH RD ARKANSAS CITY, KS 67005

Tract (Legal) Description
S11, T34, R01E, ACRES 79.2, W2 NE4 LESS ROW



Property Factors	
Topography	Level - 1
Utilities	None - 8
Access	Paved Road - 1
Fronting	Frontage Road - 8
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Covered Parking	Not Available
Uncovered Parking	Not Available

Land-Based Classification	
Function	Farming / ranch land (no improvements)
Activity	Farming, plowing, tilling, harvesting, or related activities
Ownership	Private-fee simple
Site	Dev Site - crops, grazing etc - no structures
General Property Information	
Property Class	Agricultural Use - A
Living Units	Not Available
Zoning	Not Available
Neighborhood	609
Tax Unit Group	223

*Charla K. Myrick* [Authentisign Signature] *Shanna Myrick*

04/13/22

# Property Detail Information



## SUMNER COUNTY KANSAS

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### Appraisal Information

#### Tax Year 2022

Class	Land	Building	Total
A	15,480	0	15,480

#### Tax Year 2021

Class	Land	Building	Total
A	16,020	0	16,020

### Deed Information

Book 1	Page 1	Book 2	Page 2	Book 3	Page 3	Book 4	Page 4
0749	0399	0749	0398	0438	0054		

### Agriculture Land Summary

Dry Land Acres	Irrigated Acres	Native Acres	Tame Acres	Total Acres	Total Ag Use	Ag Market Value
69.60	0.00	0.00	9.60	79.20	15,480	182,790







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# Property Detail Information

**SUMNER COUNTY KANSAS**

## Agriculture Land Detail

Ag Type	Ag Acres	Soil Unit	Irr. Type	Well Depth	Acre Feet	Acre Ft./Ac.	Adj. Code	Gov't Prog.	Base Rate	Adj. Rate	Ag Value
Dry Land - DR	0.40	6370				0			242	242	100
Dry Land - DR	0.60	6051				0			69	69	40
Dry Land - DR	3.70	6369				0			258	258	950
Dry Land - DR	10.40	5893				0			242	242	2,520
Dry Land - DR	15.80	6371				0			192	192	3,030
Dry Land - DR	16.90	6246				0			141	141	2,380
Dry Land - DR	21.80	6321				0			230	230	5,010
Tame Grass - TG	0.20	5893				0			92	92	20
Tame Grass - TG	0.20	6369				0			92	92	20
Tame Grass - TG	0.40	6370				0			92	92	40
Tame Grass - TG	0.40	6371				0			92	92	40
Tame Grass - TG	0.90	6321				0			92	92	80
Tame Grass - TG	1.20	6051				0			166	166	200
Tame Grass - TG	6.30	6246				0			166	166	1,050

*Charles K Holloway & Myrick* *Shanna Myrick*



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# Tax Detail Information



## Inquiry for MYRICK, CHARLA K - 120TH ST S

### Tax Year 2021

Tax ID	TaxType	Parcel ID (PIN)	Parcel Class				
GUT054A	Real Estate	096-261-11-0-00-001.01-0	Agricultural Real Estate				
<b>Description</b>							
S11, T34, R01E, ACRES 79.2, W2 NE4 LESS							
Tax Unit	USD	City / Town	S-T-R	Block	Lot	Book Page	Trans. Date
223	509	GUELPH	11-34-01E			0749 - 0399	0
Assessed Valuation		Mill Levy	Ad Valorem	Special Tax	Total Tax	Total Paid	Deliq.
\$4,806.00		135.165	\$649.60	\$0.00	\$649.60	\$649.60	No

### Historic Tax Information

### Tax Year 2020

Tax ID	TaxType	Parcel ID (PIN)	Parcel Class				
GUT054A	Real Estate	096-261-11-0-00-001.01-0	Agricultural Real Estate				
<b>Description</b>							
S11, T34, R01E, ACRES 79.2, W2 NE4 LESS							
Tax Unit	USD	City / Town	S-T-R	Block	Lot	Book Page	Trans. Date
223	509	GUELPH	11-34-01E			0749 - 0399	0
Assessed Valuation		Mill Levy	Ad Valorem	Special Tax	Total Tax	Total Paid	Deliq.
\$4,821.00		139.753	\$673.76	\$0.00	\$673.76	\$673.76	No

*Charla K. Myrick* Myrick *Shanna Myrick*

**Realty Executives Sudduth Realty & Auctions, Inc.**  
**Real Estate Brokerage Relationships**

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity.

Do not assume that an agent is acting on your behalf, unless you have signed a contact with the agent's firm to represent you. As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party. Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

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

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

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

**Designated Seller's Agent:** A designated seller's agent who has been designated by the broker to represent the seller to the exclusion of all other licensees affiliated with the firm.

**Designated Buyer's Agent:** A designated Buyer's agent is a buyer's agent who has been designated by the broker to represent the buyer to the exclusion of all other licensees affiliated with the firm.

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

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

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

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


The **transaction broker** is responsible for performing the following duties:

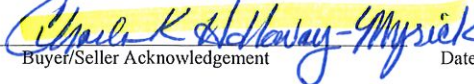
- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully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

**Agents and Transaction Brokers** have no duty to:

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

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

 \_\_\_\_\_  
Licensee

 \_\_\_\_\_  
Buyer/Seller Acknowledgement

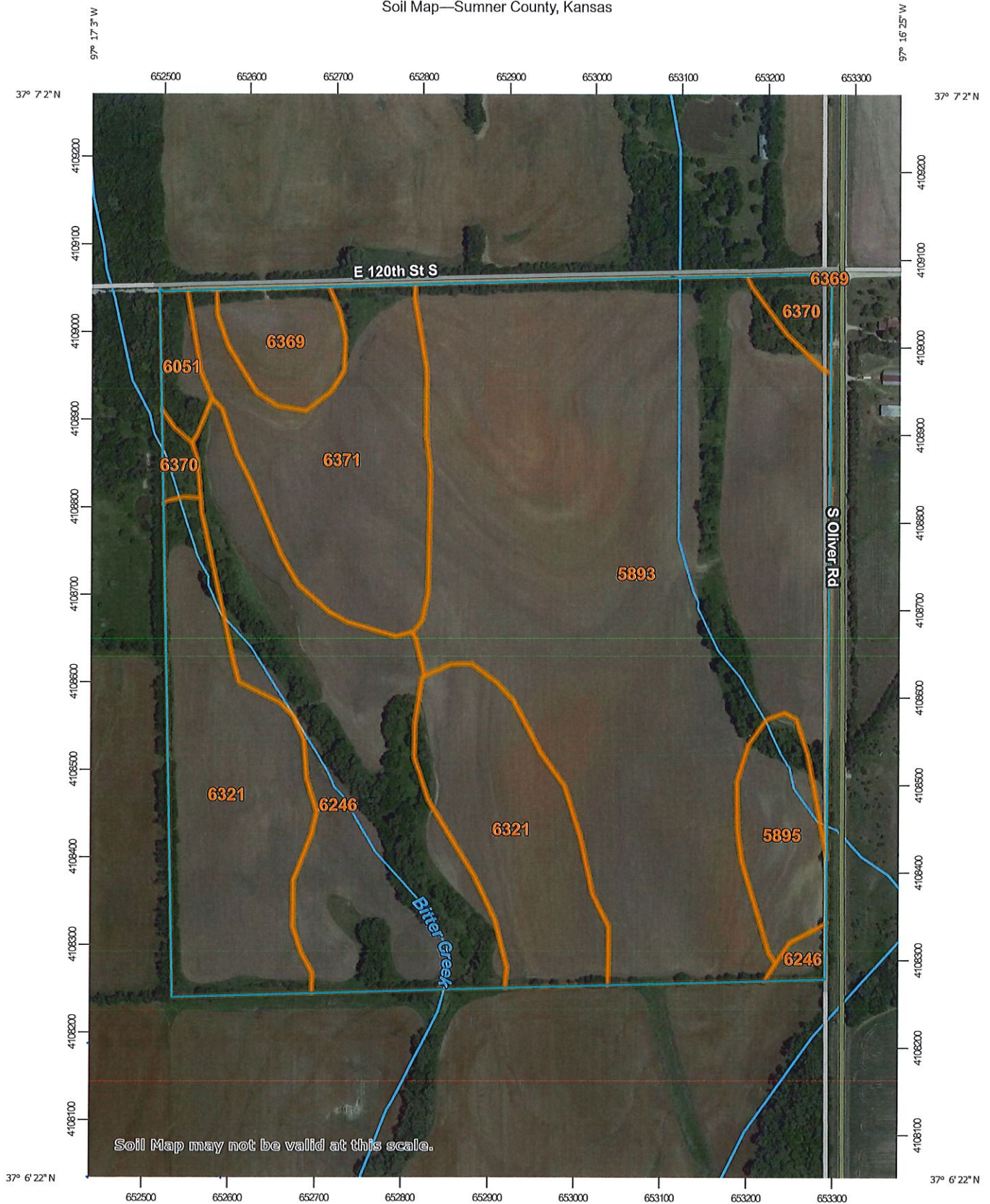
\_\_\_\_\_ 4/2/22  
Date

Realty Executives Sudduth Realty & Auctions, Inc. \_\_\_\_\_  
Firm Buyer/Seller Acknowledgement Date

Heather Holmes, Supervising Broker



Soil Map—Sumner County, Kansas



Soil Map may not be valid at this scale.

97° 17' 3" W



Map Scale: 1:6,030 if printed on A portrait (8.5" x 11") sheet.

0 50 100 200 300 Meters

0 250 500 1000 1500 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 14N WGS84

97° 16' 25" W








































Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

4/12/2022 Page 1 of 3

## MAP LEGEND

-  Area of Interest (AOI)
-  Area of Interest (AOI)
- Soils**
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
- Special Point Features**
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Sumner County, Kansas  
 Survey Area Data: Version 18, Sep 14, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 4, 2020—Jun 5, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
5893	Farnum loam, 1 to 3 percent slopes	71.0	46.2%
5895	Farnum loam, 3 to 6 percent slopes, eroded	5.3	3.4%
6051	Elandco silt loam, frequently flooded	1.7	1.1%
6246	Elandco silty clay loam, rarely flooded	24.3	15.8%
6321	Bethany silt loam, 1 to 3 percent slopes	28.6	18.6%
6369	Milan loam, 1 to 3 percent slopes	4.0	2.6%
6370	Milan loam, 3 to 6 percent slopes	2.4	1.5%
6371	Milan loam, 3 to 6 percent slopes, eroded	16.2	10.6%
<b>Totals for Area of Interest</b>		<b>153.6</b>	<b>100.0%</b>