

WOODSTON, KS LIVE & ONLINE

9,583± SF RESIDENTIAL
LOT AUCTION

AUGUST 15TH AT 10AM CDT

00000 ALLEY
WOODSTON, KS 67675



Opening Bid \$100

9,583 square foot parcel in the beautiful City of Woodston, Kansas. This is rural Kansas living at its best! Frontage on Railroad Street is 100 feet ± and 50 feet ± on the Alley. The parcel is 130 feet ± deep

Online bidding opens July 31, 2024 at 10AM CDT.

10% Earnest Money Deposit of Total Purchase Price due day of sale, balance due at Closing within 30 days. 10% Buyer's Premium. Online/App Terms: Online simulcast bidding through Higgenbotham App available at the Apple App Store And Google Play Store. Pre-Registration is required 24 hours prior to Live Auction. 20240814. Subject to Government Approval.

www.WoodstonAuction.com



For more info:
NationalAuctionTeam@gmail.com

858-382-6030



Table of Contents

	Section
<u>Property Information</u>	1
<u>Terms and Conditions of Auction</u>	2
<u>Street & Aerial Maps</u>	3
<u>Rooks County Assessor Information</u>	4
<u>Redacted Appraisal</u>	5
<u>Preliminary Title Commitment</u>	6
<u>Purchase & Sale Agreement</u>	7
<u>Draft Quitclaim Deed</u>	8
<u>Wiring Instructions</u>	9



Section 1

Property Information

AUCTION – ONLINE ONLY

WOODSTON, KS BUILDING LOT
Wednesday, 7/31/2024, 10AM CT
to Thursday, 8/15/2024, 10AM CT
Preview at your leisure – Opening Bid only \$100

LOCATION: 00000 Alley, Woodston, KS 67675

DESCRIPTION: Welcome to Woodston!

- Enjoy Sunny Kansas Living!
- Residential Building Lot of 9,746± Square Feet
- Utilities are available, but may need to be extended to the site

PROPERTY ID: ROOKS COUNTY ASSESSOR PARCEL NO.: 082-102-10-0-30-14-002.00-0

UTILITIES:

Water:	Well water
Sewer:	City of Woodston
Storm:	None
Power:	Prairie Land Electric
Gas :	Midwest Energy
Telephone:	Nex-Tech, AT&T
Internet:	Nex-Tech, AT&T
Cable TV:	DirecTV

ZONING: Unknown

TERMS: See Terms, Conditions and Details in the following Section.

Information Disclaimer

The data provided in this due diligence packet was compiled from a number of sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all of the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller make any warranty or representation as to the validity or accuracy of any information provided.



Section 2

Terms and Conditions of Auction

Terms and Conditions of the Auction

Online/App Terms:

- Higgenbotham App is downloaded from the Apple™ App Store or Google™ Play Store for smartphone and tablet devices or bid with laptop/desktop computer at www.ColoradoCityAuction.com.
- Pre-Auction registration required to bid no later than Wednesday, August 14, 2024 at 10AM CDT.
- Online bidding will open on Wednesday, July 31, 2024 at 10AM CDT.
- Opening Bid: \$100. No bids will be accepted below this amount.
- 10% Earnest Money Deposit of the Total Purchase Price (Winning Bid + Buyer's Premium) Due within 48 Hours of Sale by wire transfer.
- Balance of Purchase Price due with 30 days of Hammer.

Directions to Property: From Westbound or Eastbound US Hwy 24, approximately 10 miles east of Stockton, KS, go south on Cedar street, then turn left onto Railroad Street and the property will be on the right. The site is also accessible from the alley along the south side of the property.

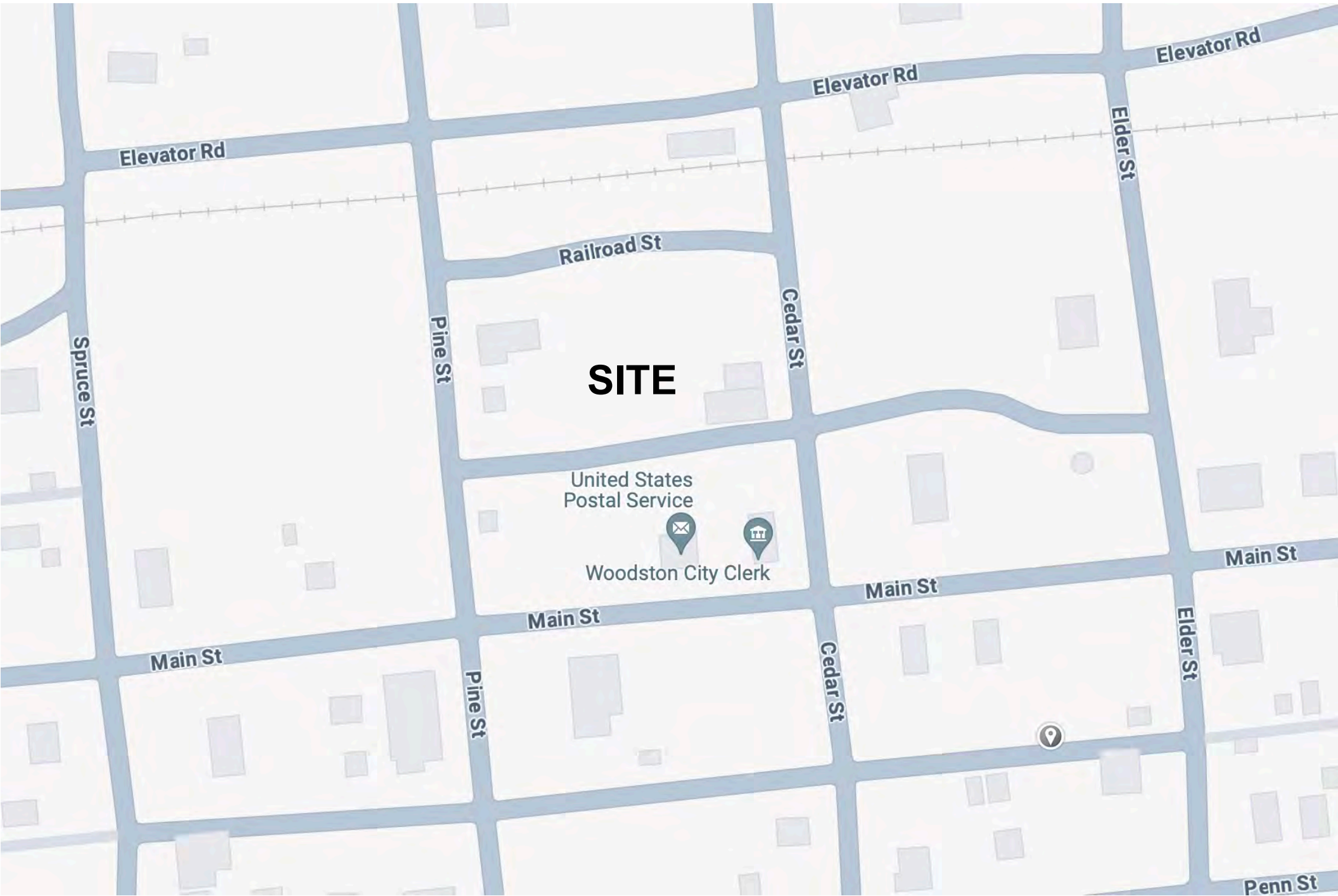
Buyer Due Diligence:

- Buyers shall rely on their own information, judgement, and inspection of the property and records. All announcements from the Auction Block and Online Bidding Site take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or local Government Regulations and is sold subject to State of Kansas government approval. This property sold AS IS, WHERE IS. Not responsible for accidents, injuries or any communicable diseases, including COVID-19. 20240815.



Section 3

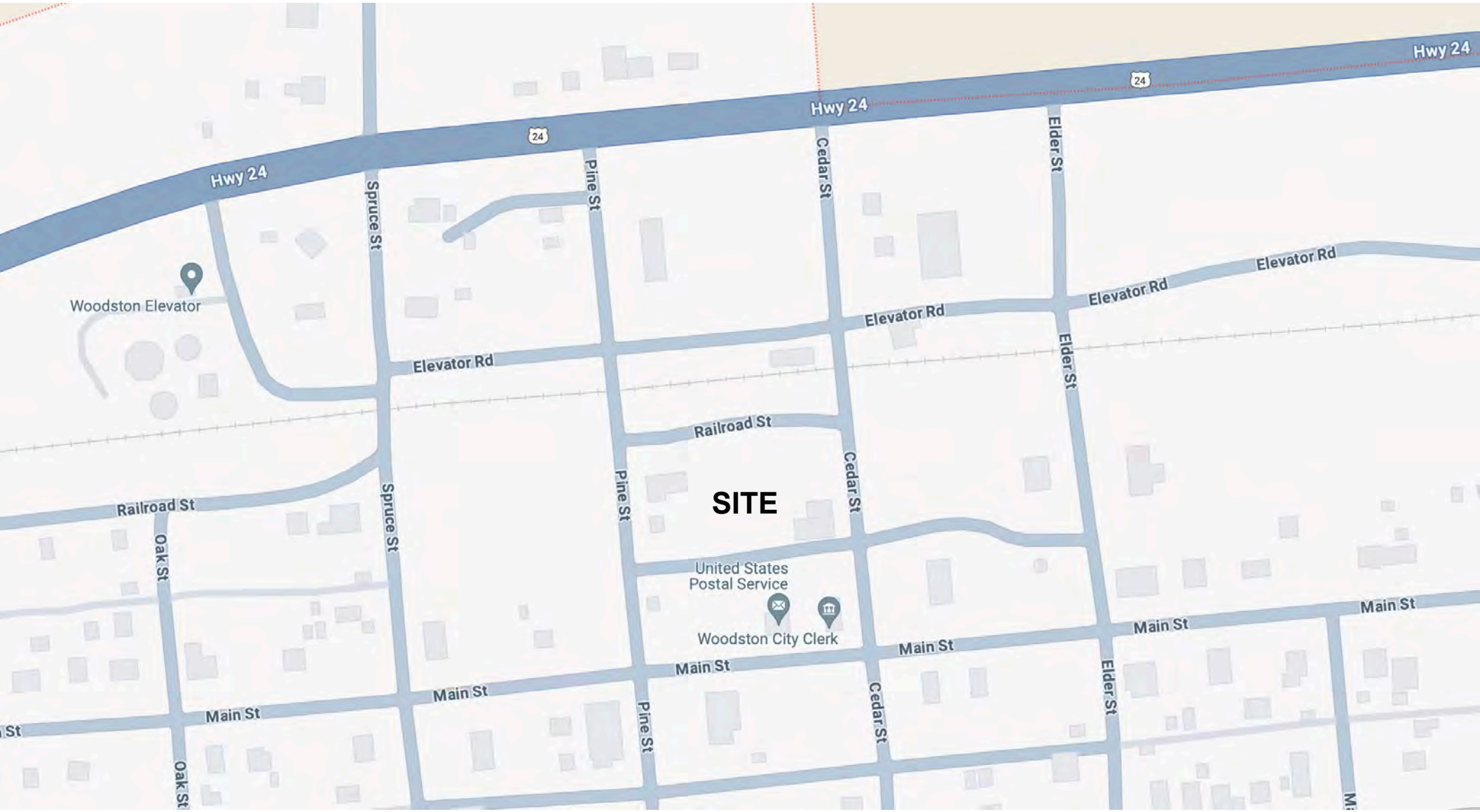
Street & Aerial Maps



SITE

United States
Postal Service

Woodston City Clerk



SITE

Woodston Elevator

United States
Postal Service

Woodston City Clerk

Hwy 24

Hwy 24

Hwy 24

Spruce St

Pine St

Cedar St

Elder St

Elevator Rd

Elevator Rd

Elevator Rd

Elevator Rd

Elder St

Railroad St

Pine St

Cedar St

Railroad St

Oak St

Spruce St

United States
Postal Service

Woodston City Clerk

Main St

Main St

Main St

Main St

Main St

Main St

Oak St

Pine St

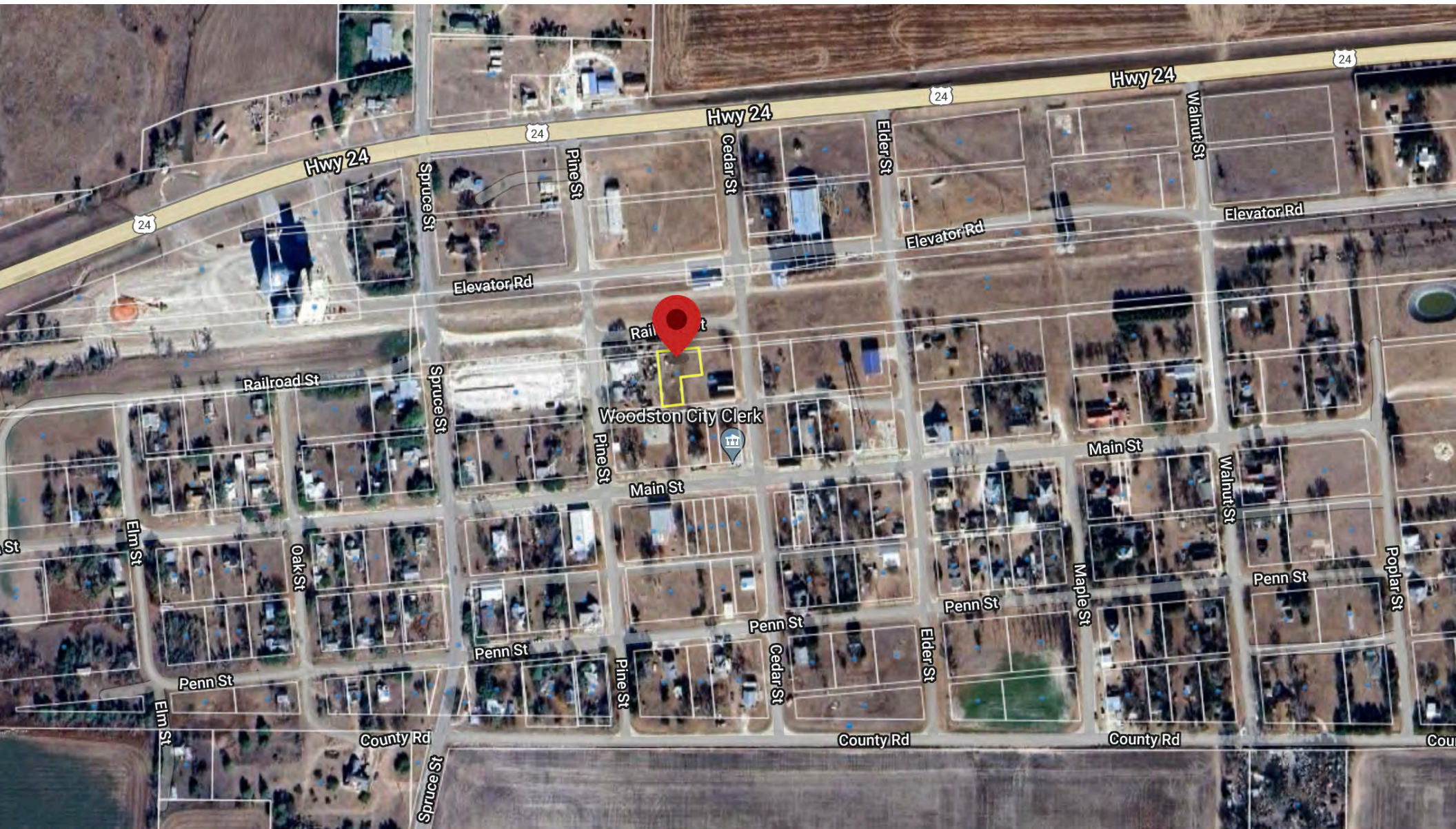
Cedar St

Elder St

M:



Aerial Parcel Map 1

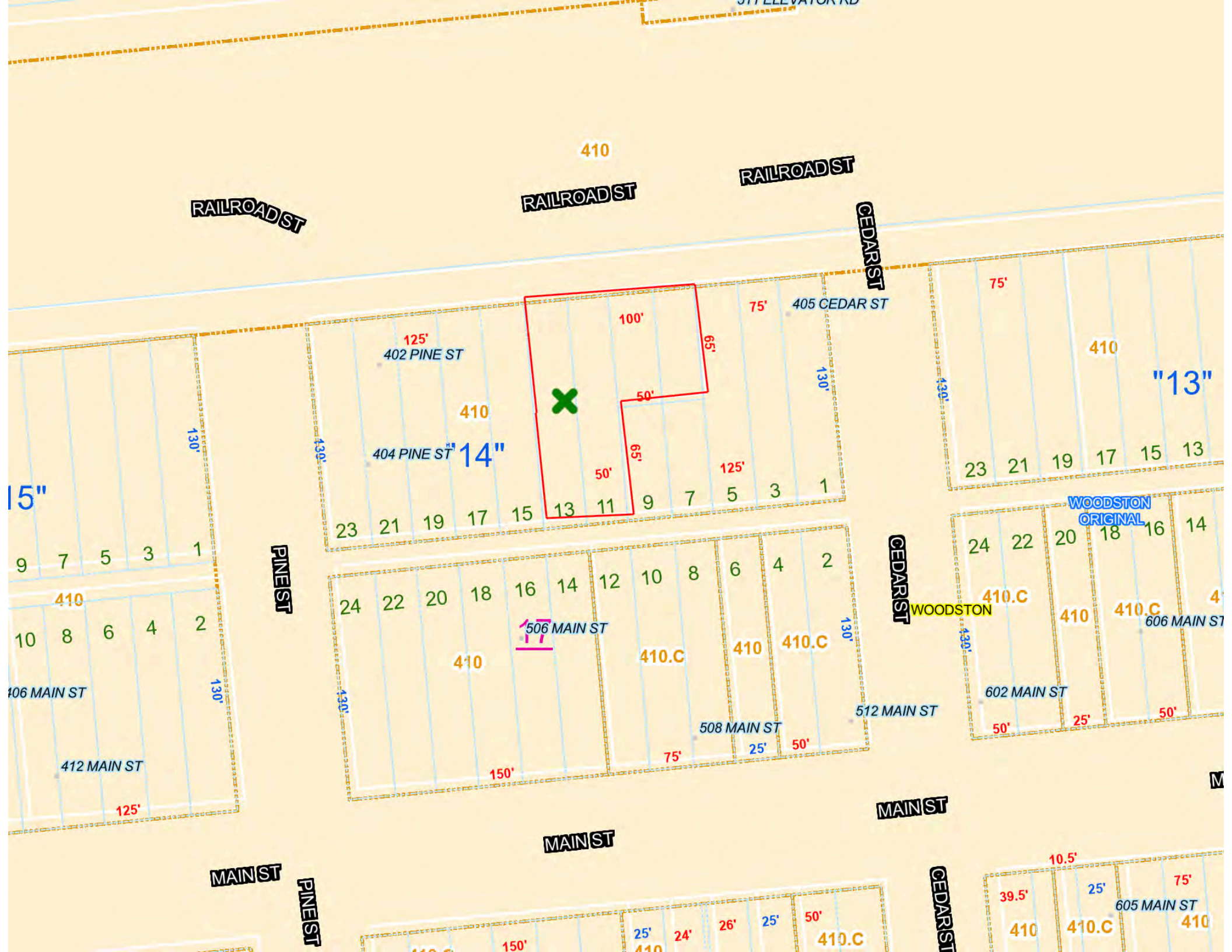


Aerial Parcel Map 2



Section 4

Assessor Information



410

RAILROAD ST

RAILROAD ST

RAILROAD ST

CEDAR ST

125' 402 PINE ST



75' 405 CEDAR ST

410

404 PINE ST "14"

"13"

410

23 21 19 17 15 13

"15"

9 7 5 3 1

410

10 8 6 4 2

PINE ST

24 22 20 18 16 14 12 10 8 6 4 2

506 MAIN ST "17"

CEDAR ST

WOODSTON ORIGINAL

24 22 20 18 16 14

WOODSTON

410.C

410

410.C

4

602 MAIN ST

606 MAIN ST

406 MAIN ST

412 MAIN ST

508 MAIN ST

512 MAIN ST

MAIN ST

MAIN ST

MAIN ST

PINE ST

CEDAR ST

10.5'

39.5'

25'

75'

605 MAIN ST

410

410.C

410

150'

25'

24'

26'

25'

50'

410.C

Property Details for PID: 0821021003014002000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0821021003014002000
Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelid=0821021003014002000
QuickRef ID :	R2487
Owner Name :	LARNED STATE HOSPITAL
Location:	00000 ALLEY, Woodston, KS 67675
Abbreviated Boundary Description:	WOODSTON ORIGINAL , N 65' LTS 7,9, ALL 11,13 OF BLK 17

Owner Information:

Owner	LARNED STATE HOSPITAL
Mailing Address	1301 KS HIGHWAY 264 LARNED, KS 67550-5353

Property Information:

Type	Vacant
Status	Active
Taxing Unit	WC 271-C19
Neighborhood Code	410.0

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	9,746

No Permit Details found

No Orion Deed Book Page Details found

Value Details

	Year	2024
Current Final Value (Vacant)	Land	\$2,370.00
	Building	\$0.00
	Total	\$2,370.00
	Year	2023
Current Final Value (Vacant)	Land	\$2,530.00
	Building	\$0.00
	Total	\$2,530.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

No Ag Land Details found

No Ag Building Details found



Section 5

Redacted Appraisal

APPRAISAL REPORT

Larned State Hospital

00000 Alley
3 Equivalent Lots in Woodston, KS
Woodston Original , N 65' Lots 7,9, All of 11,13 OF Block 17
Lowell Township, Rooks County, KS

Client(s):

Kansas Department of Administration
Office of Facilities & Property Management
Attn: Paul Fernkopf
700 SW Harrison St. Ste 1210
Topeka, KS 66603

Intended User(s):

Kansas Department of Administration
Office of Facilities & Property Management
Attn: Paul Fernkopf
700 SW Harrison St. Ste 1210
Topeka, KS 66603

Prepared By:

Keith Gustin
KS Appraiser #G-3234
Gustin Appraisal, LLC
Hays, KS

Effective Date:

02/17/2024

APPRAISAL REPORT

Owner: Larned State Hospital
 Address: 00000 Alley
 City: Woodston County: Rooks
 State: KS Zip Code: 67675
 The subject is is not currently listed for sale.
 The subject is is not currently under contract.
 The subject has has not sold in the past 3 years.
 Value Type: Market Value, see definition on following page
 Rights Valued: Fee Simple, less reservations of record

Client: Kansas Department of Administration
 Customer: KDADS, Paul Fernkopf
 Intended User: Kansas Department of Administration
 Intended Use: Internal Use
 Listing Price: N/A
 Contract Price: N/A
 Sale Price: N/A

Physical Characteristics

Property Type: Vacant Lots
 Primary Land Use: Accessory Use
 Deeded Acres: 0.22
 SCA Unit Type: Single Lot: 25'x130'
 SCA Effective Units: 3
 Legal Access: Yes
 Physical Access: Yes
 Zoning: None
 Utilities: Public Water and Sewer Available

Highest and Best Use

Vacant: Accessory Use
 Improved: Residential
 Current Use: Accessory Use
 HBU Conclusion: Current Use, Accessory Use

Map

Latitude: 39.454363 Longitude: -99.098988



CONCLUSIONS AND VALUE ALLOCATIONS

Inspection Date: 08/16/23

Effective Appraisal Date: 02/17/24

Report Date: 02/29/24

Approach Summary:

		\$/Unit
Cost Approach Indication	N/A	
Income Approach Indication	N/A	
Sales Comparison Indication	█	█
Value Opinion	█	█

Allocations are contributions to the total value and should not be considered conclusions of value for individual components.

Allocations	<u>Total</u>	<u>\$/Unit</u>
Land Contribution	█	█
Improvement Contribution	█	█

Total Value █ █

Report subject to Extraordinary or Hypothetical Conditions Yes No

Note: The use of Extraordinary Assumptions or Hypothetical Conditions may alter the final opinion of value.

General Comments

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 (a) of USPAP for a real property appraisal report. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's work file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report.

Property Summary:

The subject consists of appx. 3 vacant lot equivalents in Woodston, KS, located near the center of town. The combined parcel is "L-shaped" with neighboring property to the west and east. The property is accessible from Railroad St. to the north and a maintained alley from the south. Overall tract topography is level with some established grass. Public water and sewer would be available to the property.

Definition of Value:

Fair Market Value (IRS Publication 561): Fair Market Value is the price that property would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts.

Exposure and Marketing Time:

Of the four identified sales utilized in the report, one sold at public auction and two were privately sold. The marketing history of one sale is unknown. The subject could likely be marketed to local buyers privately or advertised publicly to an out-of-state market.

Zero to Six months is considered an acceptable exposure and marketing time for the property.

Scope of Work:

The subject property was inspected by the appraiser. Only the Sales Comparison Approach was utilized in this report. The Cost Approach and Income Approaches were omitted since the subject is vacant land; all with a single land use and no specific revenue stream. A conventional lot size was used as a unit of comparison. Each city lot is calculated at 25'x130'. The sales were also analyzed and reported per square foot of land area.

Comparable sales were researched throughout Rooks, Graham, and Osborne Counties over a 10+ year period; four vacant sales in the Woodston city limits were selected and used in the analysis. All sales were determined to be arm's length transactions that reflect a fair market value. Transactions were verified/confirmed with those involved when possible.

Highest and Best Use:

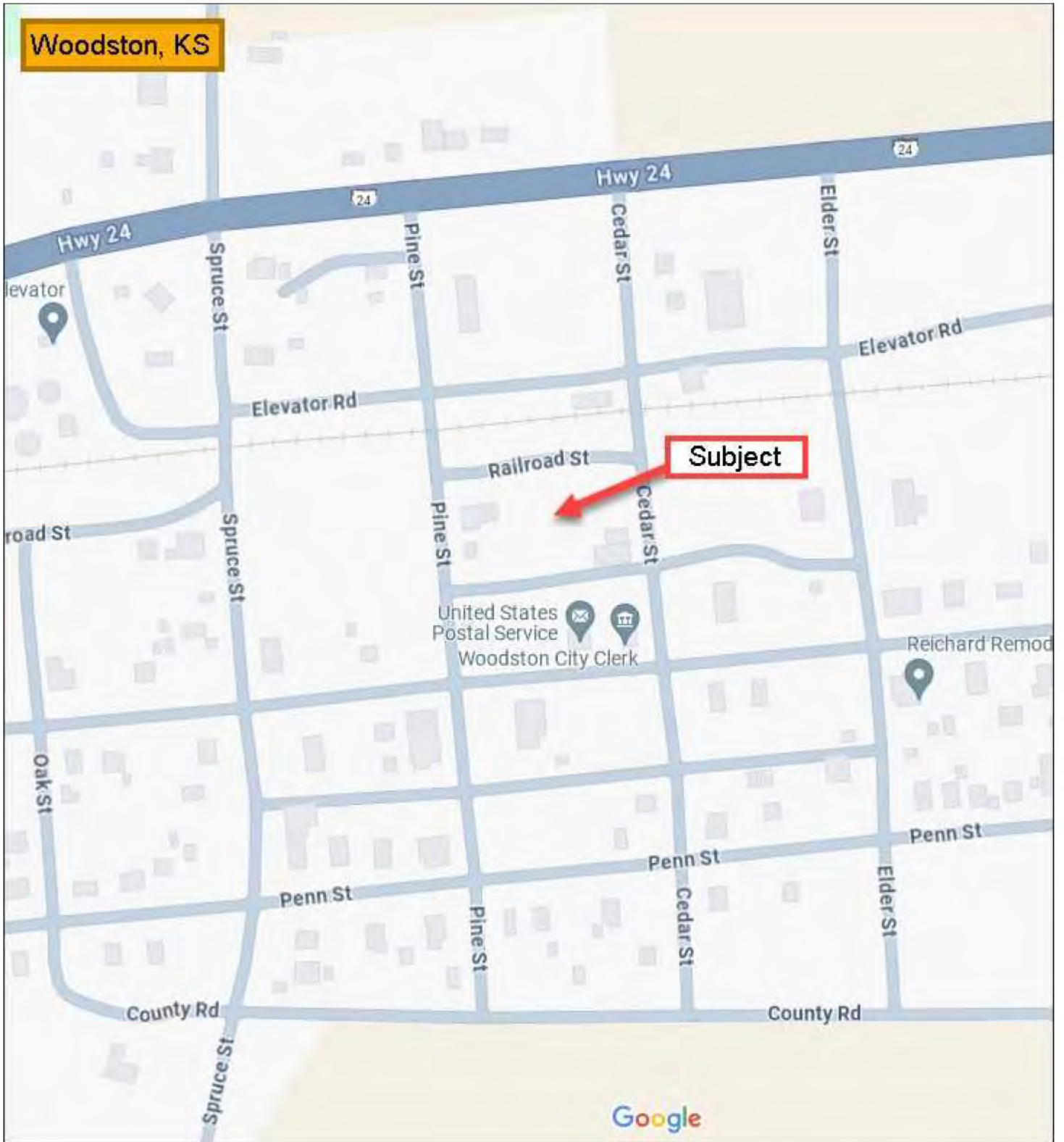
LEGALLY PERMISSIBLE: There are no known zoning applications that apply to the subject. Multiple theoretical uses of the property would be legally permissible subject to state and federal laws and regulations. The most probable uses would be residential in nature. **PHYSICALLY POSSIBLE:** Potential uses of the subject properties would be limited to physical boundaries. Adequate space would be available for the construction of auxiliary building or improvements. Access is available to the tract and public utilities would be available. **FINANCIALLY FEASIBLE:** The lots are currently vacant; It may be possible to lease the land for income producing purposes, however, potential rental rates are unknown. **MAXIMALLY PRODUCTIVE:** It is expected that a residential or personal related use would ultimately maximize a return to the property.

Previous Market Activity of the Subject:

There are no known sales of the subject property within at least three years prior to the effective date of this report. The property is not currently known to be offered for sale or advertised on the open market.

Conclusion to Value: Four sales were used in the analysis; the comparable properties sold from July '14 to August '22 for \$65 to \$333 per lot. Full details of the analysis are located on the following page. The sales vary in total # of lots and overall size. Public water and sewer would be available to each. Three of the four sales sold to Buyers who owned neighboring improved properties. The fourth sale was purchased to be improved for part-time residential use. The mean sale rate of \$137 per lot, X 3 subject lots = \$411. **A final, rounded value of \$400 was selected and assigned to the subject.** A linear analysis of the sale range was included for support. No adjustment concerning time or location was considered necessary. See analysis on the following page.

Google Location Map



Subject Photos



ABOVE: Alley Access from Cedar St. facing West

BELOW: Property Access from Alley in SW Corner facing North



Subject Photos



ABOVE: Facing South from NE Corner along Railroad St.

BELOW: Property View near the NW Corner along Railroad St.



Subject Photos



ABOVE: Aerial Photo facing SW

BELOW: Aerial Photo facing North



Subject Photos

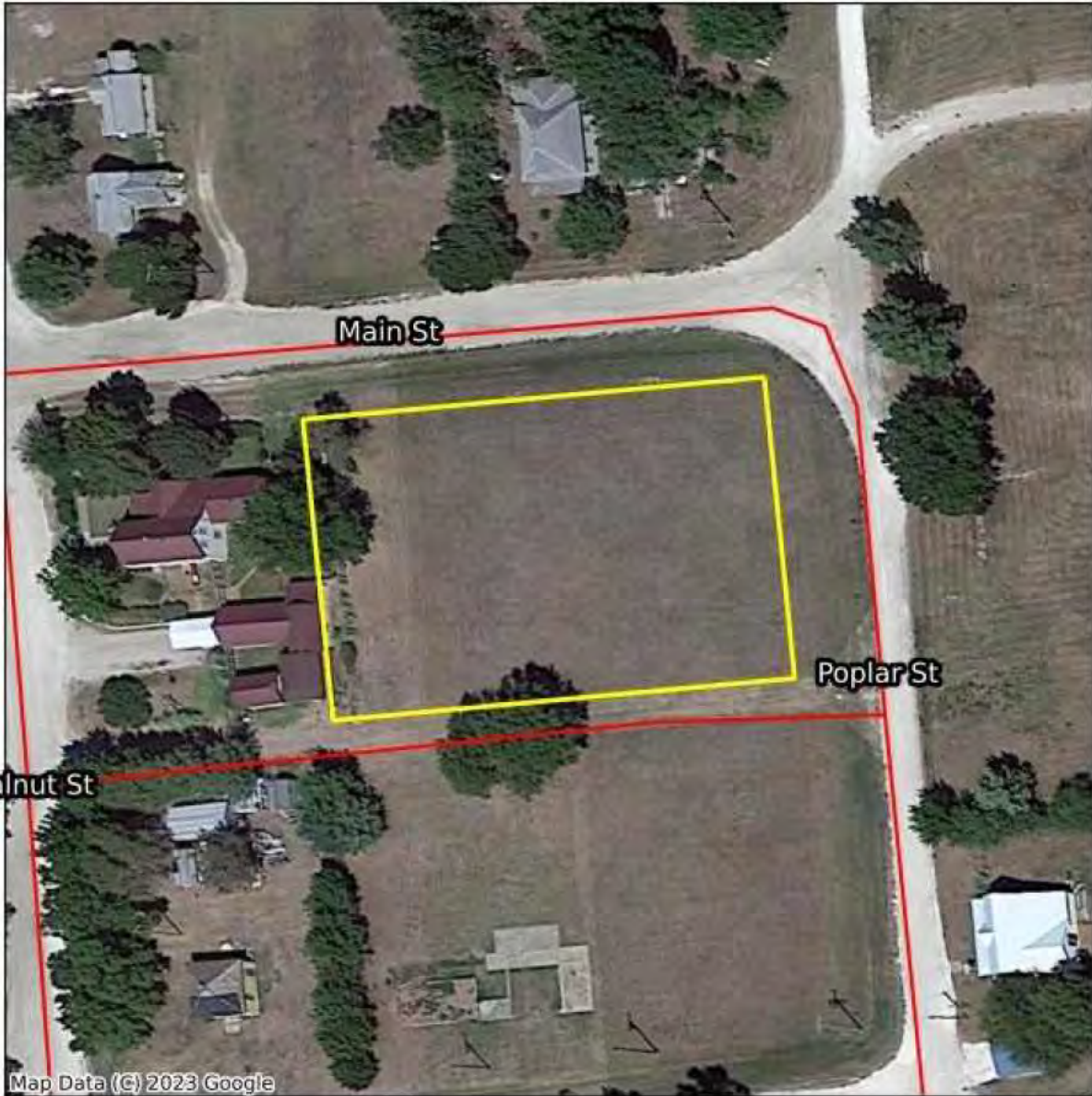


Overhead Photo

Sale Location Map



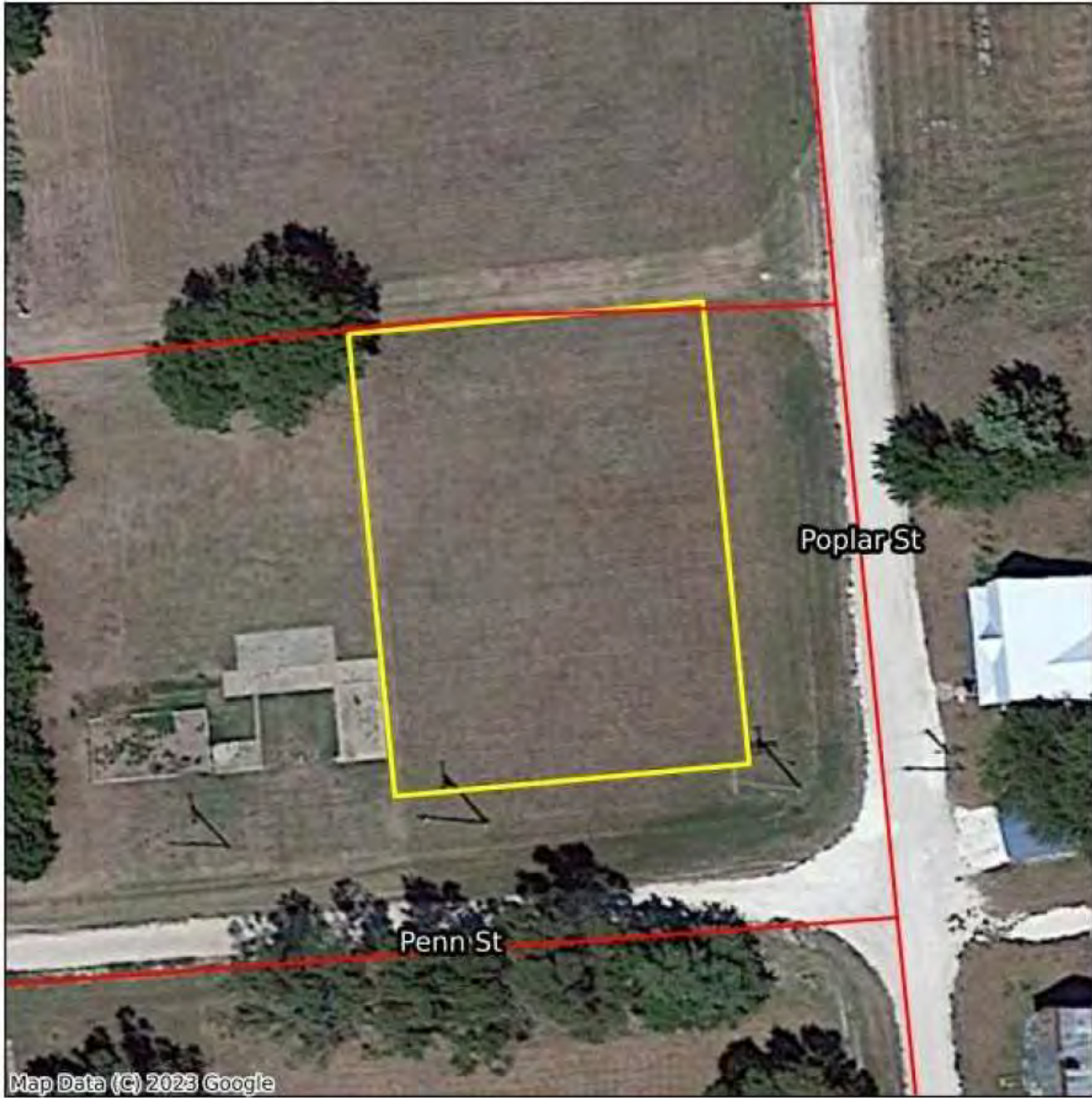
Sale: RO23301, Tract 1 of 1



Parcel Summary

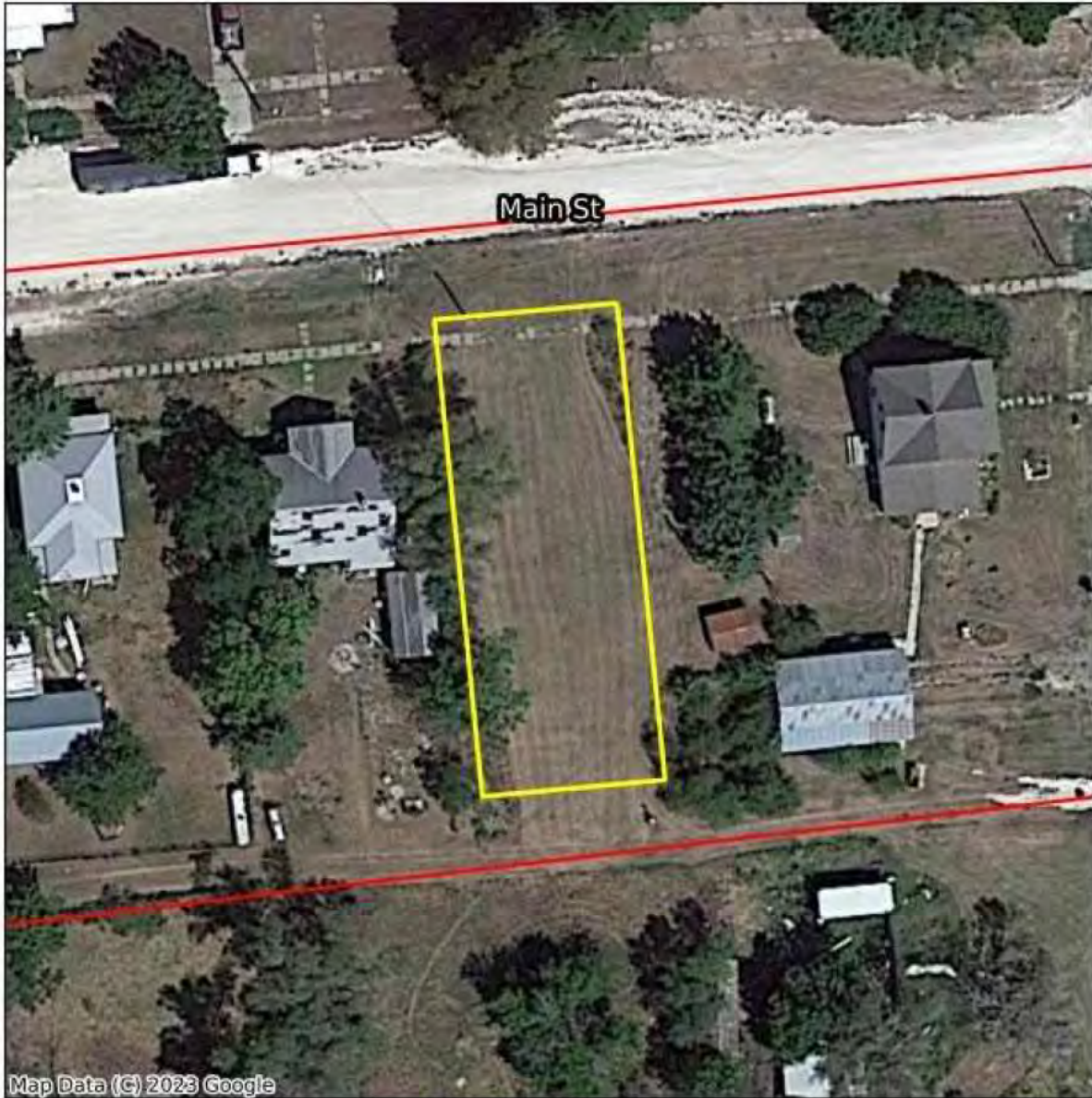
Parcel ID	082-102-10-0-30-21-001.00-0
QuickRef	R2535
Address	00000 POPLAR, Woodston, KS 67675 (Rooks)
Total Acres	0.6
Lat, Long	(39.453648, -99.093628)

Sale: RO23301, Tract 2 of 2



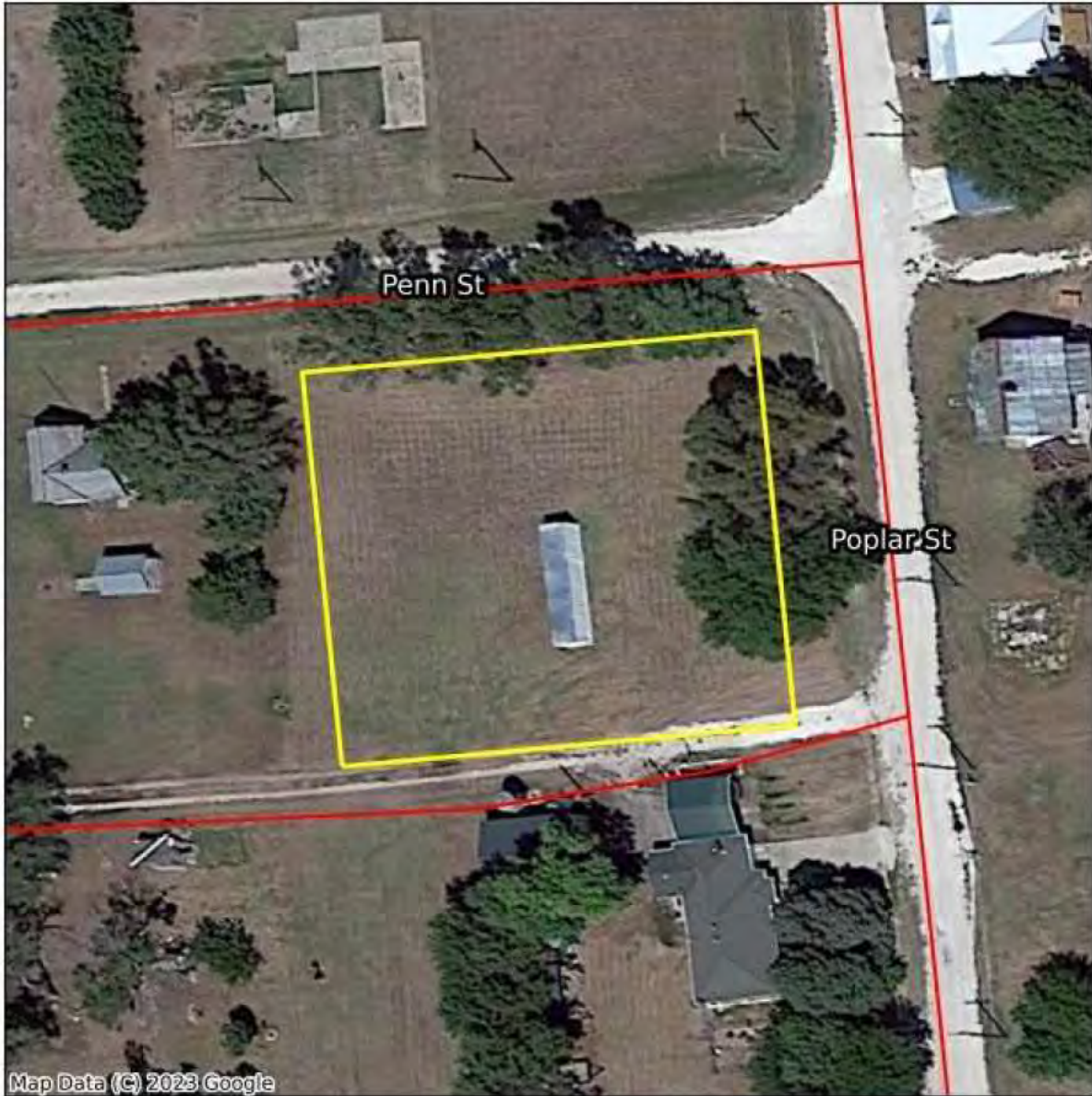
Parcel Summary	
Parcel ID	082-102-10-0-30-21-005.00-0
QuickRef	R2539
Address	00000 PENN, Woodston, KS 67675 (Rooks)
Total Acres	0.3
Lat, Long	(39.453264, -99.0934)

Sale: RO23296



Parcel Summary	
Parcel ID	082-102-09-0-40-08-002.00-0
QuickRef	R2397
Address	307 MAIN, Woodston, KS 67675 (Rooks)
Total Sq. Ft.	6499.66
Lat, Long	(39.453088, -99.101549)

Sale: RO23284



Parcel Summary	
Parcel ID	082-102-10-0-30-24-001.00-0
QuickRef	R2547
Address	00000 PENN, Woodston, KS 67675 (Rooks)
Total Acres	0.45
Lat, Long	(39.452722, -99.093418)

Sale: RO23226



Parcel Summary	
Parcel ID	082-102-10-0-30-10-005.00-0
QuickRef	R2470
Address	00000 MAIN, Woodston, KS 67675 (Rooks)
Total Acres	0.3
Lat, Long	(39.454202, -99.093967)

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following standard assumptions and limiting conditions. Additional assumptions and limiting conditions may be included elsewhere in this report.

1. The Appraiser(s) assume no responsibility for matters of a legal nature including title, property legal description(s), Survey(s), plat(s), and status of appropriate water rights and mineral rights. The appraiser(s) assumes the title to be good and marketable and the property under responsible ownership.
2. Images and sketches herein may show approximate dimensions and are included only to assist the reader in visualizing the property. Drawings or plats are not characterized as an engineer's work product, nor are they provided for legal reference.
3. The Appraiser(s) are not required to give testimony or appear in court because of completing an appraisal on the property unless previous arrangements have been made.
4. Allocation of values to separate property components in the report represent their contribution to the whole. Individual component values must not be used separately outside of this appraisal and are invalid if so used.
5. In the process of exercising due diligence, the Appraiser(s) requested, reviewed, and considered information provided by the owners of the property and client, and have relied on such information and assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser(s) assume no responsibility for such conditions, or for engineering which might be required to discover such factors, or any associated cost of correction.
6. The Appraiser(s) are not qualified to verify or detect the presence of hazardous waste substances, nor qualified to determine the effect on value, if any. Unless otherwise stated, the final value opinion is based on a subject property free of hazardous waste contamination of any type.
7. Information, estimates, and opinions furnished to the Appraiser(s), and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser(s) can be assumed by the Appraiser(s).
8. Unless specifically cited, no value has been allocated to producing or nonproducing mineral rights or deposits.
9. Information provided has been relied upon and, unless otherwise stated, it is assumed that:
 - a. all water rights associated with the property have been secured or perfected, that there are no adverse easements or encumbrances, and comply all state and federal agencies,
 - b. irrigation and domestic water and drainage system components, including distribution equipment and piping, are real estate fixtures,
 - c. any mobile piping or service equipment essential for water distribution, recovery, or drainage is secured with the title to the real estate, and
 - d. title to all such property conveys with the land.
10. Disclosure of the contents of this report is governed by applicable law and by Bylaws and Regulations of the professional appraisal organizations with which the Appraiser(s) are affiliated.
11. Neither all or parts of the report, or copies thereof, shall be used for any purposes other than the client specified in the report without written authorization and consent of the Appraiser(s).
12. Where appraisal conclusions are subject to completion, repairs, or alterations, the appraisal report and value conclusion(s) are contingent upon the completion of those improvements in a workmanlike manner consistent with the plans, specifications, or scope of work relied upon for this assignment.
13. The Appraiser(s) considered and utilized the traditional appraisal approaches identified herein and provided explanations for any exclusions as required by USPAP.
14. The scope of work was developed based on information from the client. This appraisal and report were prepared for the client, at their sole discretion, and for the identified intended use. Use for any other purpose or by any other party not identified is beyond the scope of work and does not create an obligation for the appraiser.
15. Client acceptance constitutes bilateral acceptance of all assumptions and limiting conditions contained in the report.

Appraiser Certification

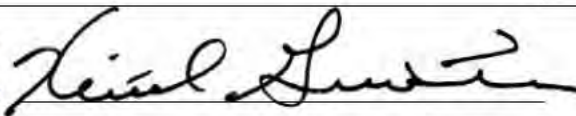
I certify that, to the best of my knowledge and belief:

- 1. the statements of fact contained in this report are true and correct.
- 2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analysis, opinions, and conclusions.
- 3. I have no the specified present or prospective interest in the property that is the subject of this report and I have no the specified personal interest with respect to the parties involved.
- 4. I have performed no the specified services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6. my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- 9. I have have not made a personal inspection of the property that is the subject of this report.
- 10. no one the specified persons provided significant real property appraisal assistance to the person signing this certification.

Effective Date of Appraisal: 02/17/24

Opinion of Value: \$ 400

Appraiser:

Signature: 

Property Inspection: Yes No
Inspection Date: 08/16/23

Name:	Keith Gustin
License #:	KS# G-3234
Certification #:	

Appraiser has inspected verified analyzed the sales contained herein.

Date Signed: 02/29/24

License



Resume

Keith L. Gustin

Hays, KS

keith@gustinapp.com

(785) 635.0486

KS Certified General Appraiser #G-3234

Member: KS Society of Farm Managers & Rural Appraisers

Education

Bachelor of Science in Agriculture – Kansas State University '13

Degree: Animal Science and Industry, Minor in Business Administration

- Student Research Technician, Crop Production Lab – '11 to '13

Qualifying Appraisal Education

- 200 hours of Qualifying Appraisal Education, Bobbitt and Co. - 2013
- Fundamentals of Real Property Appraisal, IAAO - 2014
- Kansas Property Tax Law, PVD - 2014
- American Society of Farm Managers and Rural Appraisers QE - 2016
- Appraisal Institute QE, Chicago, Denver, Nashville – 2017, 2018

Other Education

- Graduate, Missouri Auction School – 2016

Professional Experience

Gustin Appraisal, LLC

May 2019 - Current

Completing commercial and agricultural appraisals throughout NW Kansas. License credentials maintained through various continuing education courses and seminars.

Shinn Appraisals, LLC

June 2015 - April 2019

Completed trainee requirements while appraising farm and residential properties throughout North-Central Kansas.

Riley County Appraiser's Office

April 2014 – June 2015

Responsible for listing and valuing all real estate in rural Riley County, KS while serving as a taxpayer resource. Investigated and verified sales in small towns and improved farm property.

Licensing

Requirements for Certified General License:

- Bachelor's degree from accredited university
- 300 hours qualifying education
- 3000 hours supervised appraisal experience
- Successfully complete the National Uniform Licensing Exam
- 28 hours of biennial continuing education



Section 6

Preliminary Title Commitment

File No.: **SN064540**



SERVICE BEYOND EXPECTATION

Kansas Secured Title, Inc. - Fairlawn
3497 SW Fairlawn Road
Topeka, Kansas 66614
Phone: 785-271-9352 Fax: 785-272-4984

Transaction Information

The information in this section is provided as a courtesy and is not a part of the commitment.

KST File SN064540	Loan No.	Customer File
	Your Closer is:	
If KST is to handle closing and a closer is not listed please contact our office.		
	Your Title Officer is	
Greg Haehl	785-217-9001	ghaehl@kstitle.com
Buyer:	Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, item 4	
Seller:	State of Kansas	
Property Address: 00000 ALLEY Woodson, KS 67675		

*****CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS***
DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE**

INFORMATION FROM THE COUNTY TAX RECORDS (NOTE: if taxes are delinquent, the hyperlinked tax amount does not constitute a payoff amount):

Tax ID 0821021003014002000

Taxes for 2023:

General Tax: \$0.00

Special Assessments: \$0.00

Total: \$0.00

2023 taxes are EXEMPT.

THIS COMMITMENT CONTAINS HYPERLINKS TO CERTAIN DOCUMENTS. ITEMS WHICH ARE BLUE AND UNDERLINED ARE HYPER-LINKS AND THE REFERENCED DOCUMENTS MAY BE VIEWED BY CLICKING THEM.

FEES FOR ENDORSEMENTS WILL BE QUOTED UPON REQUEST

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$6.00 per document will be assessed at the time of recording.

CLOSING FUNDS pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

Kansas Secured Title, Inc. - Fairlawn

By [Handwritten Signature]

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By [Handwritten Signature: C Monroe] President
Attest [Handwritten Signature: David Wold] Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Kansas Secured Title, Inc. - Fairlawn

Issuing Office: Kansas Secured Title, Inc. - Topeka

Issuing Office's ALTA Registry ID: 0048818

Loan ID Number:

Issuing Office File Number: SN064540

Property Address: 00000 ALLEY Woodson, KS 67675

Revision Number:

SCHEDULE A

1. Commitment Date: **July 15, 2024, at 8:00 am**
2. Policy to be Issued:
 - (a) ALTA® 2021 Owner's Policy Premium Amount:
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, item 4**
Proposed Policy Amount: **\$1,000.00**
The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **Larned State Hospital**
5. The Land is described as follows:
The North 65 feet of Lots 6 and 9 and all of Lots 11 and 13 on Railroad Street in the city of Woodson, Rooks County, Kansas.

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ORT Form 4757 DA

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

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.
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. FURNISH executed Affidavit and Indemnification as prescribed by the Company.

The application of our title insurance does not give the name of the prospective purchaser. When such is ascertained, the records must be run for possible judgments. If a corporation or partnership is to acquire title, certain additional requirements may be necessary.

6. **The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$100.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such times as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for same has been paid.**
7. **Record Quit Claim Deed by State of Kansas Department of Administration, pursuant to K.S.A. 75-6609, to proposed purchaser, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.**

End of Requirements

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a 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 which are not shown as existing liens by the Public Records.
7. **General and special taxes for the year 2024 and subsequent years.**

End of Exceptions

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. DEFINITIONS

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.						
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;"> </td> <td style="padding: 2px;">Social Security number and employment information</td> </tr> <tr> <td style="width: 20px; text-align: center;"> </td> <td style="padding: 2px;">Mortgage rates and payments and account balances</td> </tr> <tr> <td style="width: 20px; text-align: center;"> </td> <td style="padding: 2px;">Checking account information and wire transfer instructions</td> </tr> </table> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		Social Security number and employment information		Mortgage rates and payments and account balances		Checking account information and wire transfer instructions
	Social Security number and employment information						
	Mortgage rates and payments and account balances						
	Checking account information and wire transfer instructions						
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.						

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to www.oldrepublictitle.com (Contact Us)
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Who we are							
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.						
What we do							
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/privacy-policy .						
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <table border="1"> <tr> <td>!</td> <td>Give us your contact information or show your driver's license</td> </tr> <tr> <td>!</td> <td>Show your government-issued ID or provide your mortgage information</td> </tr> <tr> <td>!</td> <td>Make a wire transfer</td> </tr> </table> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>	!	Give us your contact information or show your driver's license	!	Show your government-issued ID or provide your mortgage information	!	Make a wire transfer
!	Give us your contact information or show your driver's license						
!	Show your government-issued ID or provide your mortgage information						
!	Make a wire transfer						
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <table border="1"> <tr> <td>!</td> <td>Sharing for affiliates' everyday business purposes - information about your creditworthiness</td> </tr> <tr> <td>!</td> <td>Affiliates from using your information to market to you</td> </tr> <tr> <td>!</td> <td>Sharing for non-affiliates to market to you</td> </tr> </table> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>	!	Sharing for affiliates' everyday business purposes - information about your creditworthiness	!	Affiliates from using your information to market to you	!	Sharing for non-affiliates to market to you
!	Sharing for affiliates' everyday business purposes - information about your creditworthiness						
!	Affiliates from using your information to market to you						
!	Sharing for non-affiliates to market to you						
Definitions							
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <table border="1"> <tr> <td>!</td> <td><i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i></td> </tr> </table>	!	<i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i>				
!	<i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i>						
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <table border="1"> <tr> <td>!</td> <td><i>Old Republic Title does not share with non-affiliates so they can market to you</i></td> </tr> </table>	!	<i>Old Republic Title does not share with non-affiliates so they can market to you</i>				
!	<i>Old Republic Title does not share with non-affiliates so they can market to you</i>						
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <table border="1"> <tr> <td>!</td> <td><i>Old Republic Title doesn't jointly market.</i></td> </tr> </table>	!	<i>Old Republic Title doesn't jointly market.</i>				
!	<i>Old Republic Title doesn't jointly market.</i>						

Affiliates Who May be Delivering This Notice						
	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC	
	Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc	L.T. Service Corp.	Lenders Inspection Company	
	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	
	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	
	Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	
	Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc	
	Republic Abstract & Settlement , LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

Kansas Secured Title, Inc. - Fairlawn/Title Midwest, Inc.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

APPLICABILITY

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

TYPES OF INFORMATION

Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means;
Information about your transactions with us, our affiliated companies, or others; and;
Information we receive from a consumer-reporting agent.

USE OF INFORMATION

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

FORMER CUSTOMERS

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

CONFIDENTIALITY AND SECURITY

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Section 7

Purchase & Sale Agreement



AUCTION PURCHASE AND SALE AGREEMENT

THIS AUCTION PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of ____ day of _____, 2024, by and between the State of Kansas Department of Administration on behalf of the Larned State Hospital (the "Seller") and _____ (the "Purchaser(s)"), for the property located at 00000 Alley, Woodston, KS 67675 and further described in Exhibit A of this Agreement and recites and provides as follows:

RECITALS

WHEREAS, the Seller owns the Property as more particularly described on Exhibit A and by this reference made a part hereof (collectively, the "Property");

WHEREAS, Purchaser desires to purchase the Property and has submitted an offer for purchase as part of an auction (the "Offer");

WHEREAS, the Offer is subject to the Terms & Conditions of Auction Sale, as defined on the Auctioneer's website at www.higgenbotham.com and in the Property Information Package for the Property and by this reference made a part hereof; and

WHEREAS, Seller agrees to sell the Property subject to the terms and provisions of this entire Agreement.

AGREEMENT

NOW, THEREFORE, for and in good consideration of the mutual promises, covenants and conditions set forth herein, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

Section 1. Sale and Purchase. Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase the Property. The last date upon which this Agreement is signed shall be hereinafter referred to as the "Commencement Date."

Section 2. Offer. This Agreement, when signed by Purchaser and submitted to Seller, shall be irrevocable for SIXTY (60) business days from the date of submission, and shall not be withdrawn for any reason by Purchaser. If not accepted by Seller within that time by delivery of a signed copy of this Agreement to the Purchaser, this Agreement and the Purchaser's offer shall become null and void and the Deposit held by the Escrow Agent shall be promptly returned to the Purchaser.

Section 3. Purchase Price. The purchase price for the Property shall be _____ DOLLARS (\$ _____) (the "Purchase Price"). The Purchase Price includes the 10% Buyer's Premium based on the following:

- A. High Bid Price: \$ _____
- B. Buyer's Premium (equal to 10% of the High Bid Price) \$ _____
- C. Total Purchase Price (equals A + B) \$ _____
- D. Earnest Money Deposit (10% of the Total Purchase Price) \$ _____

The Purchase Price shall be payable as follows:

- A. Deposit. An Earnest Money Deposit (the "Deposit") of \$ _____ of the Purchase Price shall be held in a Real Estate Trust Account by the Escrow Agent and is non-refundable upon mutual execution of the Agreement between Purchaser and Seller, unless otherwise specified herein. The Deposit is due at the time of the Purchaser signing this Agreement.
- B. Remaining Balance. The balance of the Purchase Price, less the Deposit, is to be paid at Closing, as hereinafter defined, in cash, by wire transfer or other immediately available funds.

Section 4. Title Commitment, Exceptions, and Auction Terms

- A. Title Commitment. As part of the Property Documents, Seller delivered the most recent title commitment or policy, if any, in its possession to the Purchaser (the "Existing Title"). Purchaser has waived any objections to the Existing Title.

- B. Permitted Exceptions. Purchaser shall accept title to the Property, subject to the following exceptions (the "Permitted Exceptions"):
1. Those matters affecting or relating to the title to, or the survey of, the Property which are of record on the Commencement Date or which would be disclosed by a current and accurate survey and physical inspection of the Property.
 2. The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the state in which the Land is located.
 3. All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.
 4. All Permitted Exceptions provided for in Exhibit A.
- C. Auction Terms & Conditions. The Auction Terms and Conditions as posted on the Auctioneer's website at www.higgenbotham.com and in the Property Information Package for this Property are hereby incorporated into this Agreement as fully as if copied herein verbatim. To the extent that any term or condition of the Terms and Conditions may be in conflict with this Agreement, except for announcements made the day of the auction, it is the intention of the Purchaser and Seller that this Agreement shall control.

Section 5. Closing.

- A. Closing shall take place at a date which shall be no later than THIRTY (30) days from the Commencement Date, the last date upon which this Agreement is signed. The Seller will not sign this agreement until the State of Kansas Finance Council approves this transaction, which shall be within the SIXTY (60) day period the Offer is tendered for.
- B. The Escrow Agent shall be Kansas Secured Title ("Escrow Agent"), unless otherwise chosen differently by Seller.
- C. At the Closing, Seller shall convey to Purchaser, by Quitclaim Deed, insurable fee simple title to the Property free and clear of liens, claims, interests and encumbrances, subject only to standard permitted exceptions and existing easements and other conditions outlined within this Agreement. Seller shall deliver possession of the Property to the Purchaser as of the date of Closing. The Purchaser accepts all previously disclosed matters of title provided by the Auction Firm and Seller prior to auction.
- D. At the Closing, Escrow Agent shall deliver to Seller a settlement statement in form and substance reasonably satisfactory to Purchaser and Seller and such other documents, certificates and instruments as may reasonably be required to convey the Property to Purchaser.

Section 6. Closing Costs. Notwithstanding anything to the contrary contained herein, the costs of Closing shall be paid as follows:

By Purchaser:

- A. Escrow Agent's closing fee;
- B. All Transfer Tax and Recording fees;
- C. Escrow Agent's document preparation fee; and,
- D. All premiums, fees and costs associated with the issuance of any lender and/or owner title policy.
- E. A per diem of \$250 per day if the Purchaser does not close on or before the Closing Date and the delay in the Closing is the fault of the Purchaser.

By Seller:

- A. Preparation of Quitclaim Deed and other Seller's documents required hereunder.

Section 7. Brokerage/Auctioneer Fees. Seller shall pay to Higgenbotham Auctioneers International Limited, Inc., an auctioneer's fee pursuant to a separate written agreement. Other than _____ as broker for the Purchaser, the Purchaser represents and warrants to the Seller that it has not taken any action and is not aware of any facts that may give rise to a commission or brokerage fee being due as a result of the transfer of the Property. The Purchaser shall indemnify and hold the Seller harmless from and against any claims made for a commission due.

Section 8. Taxes and Assessments. All past due and accrued real property taxes shall be pro-rated at Closing. The water rates and sewer charges, if any, shall be prorated and adjusted to the date of Closing. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the real estate assessor's office for Ford County for information.

Section 9. Seller's Representations.

A. The Seller represents to Purchaser the following:

1. The Seller has authority to sell the Property and is authorized to deliver a Quitclaim Deed, and such other documents that are customary and necessary to convey the Property to the Purchaser.

Section 10. Property Condition and Development Obligations.

- A. Disclaimer. Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, concerning or with respect to: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon; (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Property; (e) the presence of any endangered or threatened species on the Property, as well as the suitability of the Property as habitat for any of those species; (f) the accuracy or completeness of any materials provided to Purchaser under the provisions of this Agreement or otherwise; or (g) any other matter with respect to the Property. Without limiting the foregoing, Seller does not make and has not made any representation or warranty regarding the presence or absence of any hazardous substance on, under or about the property or the compliance or non-compliance of the property with any and all federal, state or local environmental laws, ordinances, regulations, orders, decrees or rules regulating, relating to or imposing liability or standards of conduct concerning any hazardous substances.
- B. Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) Purchaser has had the opportunity to inspect the Property, (b) if this transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in this Agreement), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. Purchaser further acknowledges that any references by Seller, its broker(s), advisors, attorneys, consultants and Higgenbotham Auctioneers International Limited, Inc. regarding square footage, dimensions or area measurements for land or improvements thereon are approximate and were provided by Seller without representation to their accuracy. Purchaser acknowledges and agrees that verification or determination of the accuracy of such information is the responsibility of Purchaser. With respect to any personal property being conveyed hereunder, Purchaser shall not rely on any list of such property compiled by Seller, but rather, Purchaser shall compile its own list for review by Seller, which list, if approved by Seller, shall be countersigned by Seller as evidence of the list's accuracy, and such list shall constitute the personal property to be conveyed to Purchaser at Closing.
- C. AS IS. THE OCCURRENCE OF THE CLOSING WILL CONSTITUTE AN ACKNOWLEDGMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF AND IN ACCORDANCE WITH ANY REVIEW OF THE PROPERTY CONDUCTED BY PURCHASER. THE SALE OF THIS PROPERTY IS NOT CONTINGENT UPON THE PURCHASER OBTAINING A CERTIFICATE OF OCCUPANCY.
- D. RELEASE. PURCHASER HEREBY RELEASES SELLER AND ANY SERVICER, AGENT, REPRESENTATIVE, MANAGER, AUCTIONEER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER OR EMPLOYEE OF SELLER (A "SELLER RELATED PARTY") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "PURCHASER RELATED PARTY") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.
- E. SURVIVAL. THE ACKNOWLEDGMENTS AND AGREEMENTS OF PURCHASER SET FORTH IN THIS SECTION 10 WILL SURVIVE THE CLOSING.
- F. PERSONAL PROPERTY; INTANGIBLE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO SELLER'S TITLE TO THE PERSONAL PROPERTY OR THE INTANGIBLE PROPERTY.

Section 11. Condemnation. If, prior to or during the Closing, all or any material part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of: (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) terminating this Agreement, in which event this Agreement shall be terminated, and this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, and the Seller shall return the Deposit in full to the Purchaser.

Section 12. Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Purchaser on the Closing Date. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause prior to Closing shall be the responsibility of the Seller. Seller has no obligation to repair or replace the Property if damaged prior to Closing. If the Property is damaged or destroyed prior to Closing, Purchaser may terminate this Agreement and receive the Deposit paid with no claim for consequential damages arising from the damage or destruction of the Property.

Section 13. Purchaser Default. If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of Purchaser, then Seller, at its option, shall have the right to retain the Deposit paid as property of the Seller for damages the determination of which is difficult or incapable of determination. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all of the rights and remedies of Seller available either pursuant to the terms of this Agreement, or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

Section 14. Default by Seller. If Seller fails or refuses to deliver the Quitclaim Deed on or before the Closing Date upon receipt of the Purchase Price from the Purchaser, then Purchaser shall have the right to terminate this Agreement, in which event this Agreement shall then be deemed null and void, and the Seller shall return the Deposit in full to the Purchaser.

Section 15. Assignment. This Agreement may be assigned to any third party by the Purchaser with prior written consent of the Seller, which consent may be reasonably withheld in the Seller's sole and absolute discretion, provided, however any assignment by Purchaser shall not relieve the Purchaser of any liability hereunder.

Section 16. Costs. Except as otherwise specified in this Agreement, each Party hereto shall pay all of its own costs and expenses incurred in connection with the transactions contemplated hereunder, including, without limitation, any fees and disbursements of its accountants and counsel.

Section 17. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given when mailed, by registered or certified mail, return receipt requested, or by overnight courier, or if faxed, in any case when received by the other party or parties. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt). Notice for any party may be given by its respective counsel. Notices shall be directed to the following addresses (or such other addresses as may hereafter be furnished to the other party by like notice):

To Seller: State of Kansas Department of Administration
700 SW Harrison, Suite 1200
Topeka, KS 66603
(785) 296-0156 Phone

To Auctioneer: Higgenbotham Auctioneers International Limited, Inc.
ATTN: Martin E. Higgenbotham
1629 Shepherd Road
Lakeland, FL 33811
(863) 644-6681 Phone
(863) 644-6686 FAX

To Escrow Agent: Kansas Secured Title
ATTN: Greg Haehl, KST File No. SN064540
3497 SW Fairlawn Road
Topeka, KS 66614
(785) 379-2691 Phone
(785) 272-4984 FAX

Section 18. Entire Agreement. This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

Section 19. Modification. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

Section 20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

Section 21. Severability of Provisions. Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any particular jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof.

Section 22. Captions. The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

Section 23. Acceptance. This Agreement when signed on behalf of Purchaser shall be deemed an offer and shall remain in effect until SIXTY (60) days from the date of submission. If not accepted by Seller within that time by Seller by delivery of a signed copy of this Agreement to the Purchaser, this Agreement and the Purchaser's offer shall become null and void. THIS SALE IS SUBJECT TO THE APPROVAL OF THE STATE OF KANSAS FINANCE COUNCIL, KSA 75-6609(b)(2).

Section 24. Exhibits. The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

Section 25. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. This Agreement cannot be assigned by the Purchaser to any party without the prior written consent of the Seller. It is intended and agreed that the covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, or any successor thereto, against Purchaser, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

Section 26. Governing Law and Court of Exclusive Jurisdiction. This Agreement and all documents and instruments referred to herein shall be governed by the laws of the State of Kansas. Any disputes between the Seller and Purchaser regarding this Agreement will be decided exclusively by courts within the State of Kansas.

Section 27. Time of Essence. TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement. Whenever any action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a weekend or federal holiday, then such period (or date) shall be extended until the next succeeding business day.

Section 28. Patriot Act. Purchaser is not, and will not be, a person or entity with whom Seller is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107 56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, the "Anti Terrorism Laws"), including, without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

Section 29. Non-Foreign Seller. Seller represents that at the time of acceptance of this Agreement and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the Purchaser does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Purchaser an affidavit, in a form and substance acceptable to Purchaser, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

IN WITNESS HEREOF, Purchaser and Seller agree that the Date of this Agreement shall be the date the Seller executes this Agreement.

SELLER:

State of Kansas Department of Administration on
behalf of the Larned State Hospital

(Signature)

(Print Name)

Its: _____

PURCHASER:

(Print Name)

(Signature)

Date of Purchaser's Offer

(Print Name)

(Signature)

Date of Purchaser's Offer

DRAFT

EXHIBIT A

Property Address

00000 Alley, Woodston , KS 67675

Legal Description

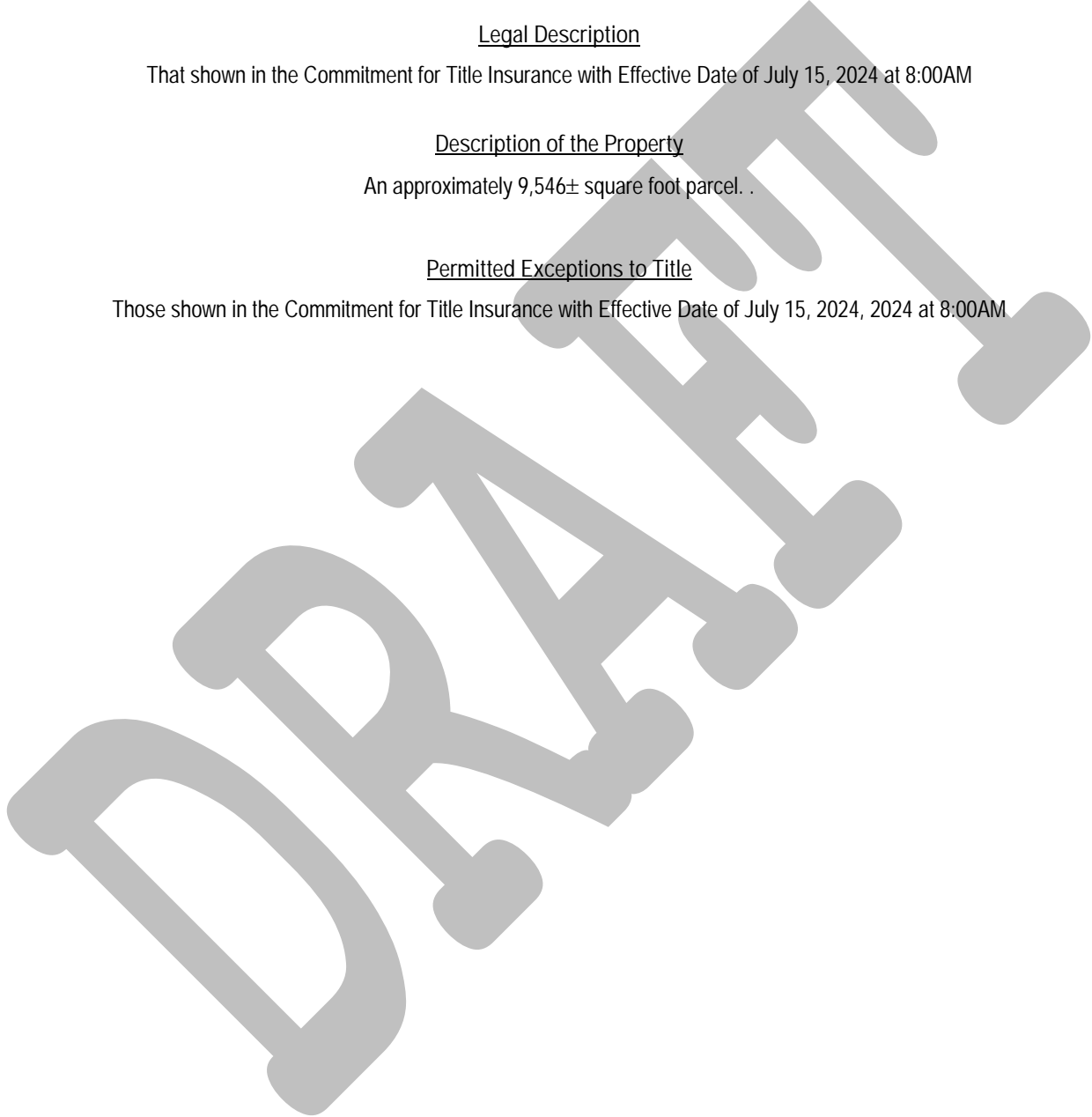
That shown in the Commitment for Title Insurance with Effective Date of July 15, 2024 at 8:00AM

Description of the Property

An approximately 9,546± square foot parcel. .

Permitted Exceptions to Title

Those shown in the Commitment for Title Insurance with Effective Date of July 15, 2024, 2024 at 8:00AM



INDIVIDUAL:

PURCHASER(S):

(Print Name) (Print Name)

PURCHASER'S

ADDRESS:

PURCHASER'S

PHONE:

Office: _____ Fax: _____

Home _____ E-mail: _____

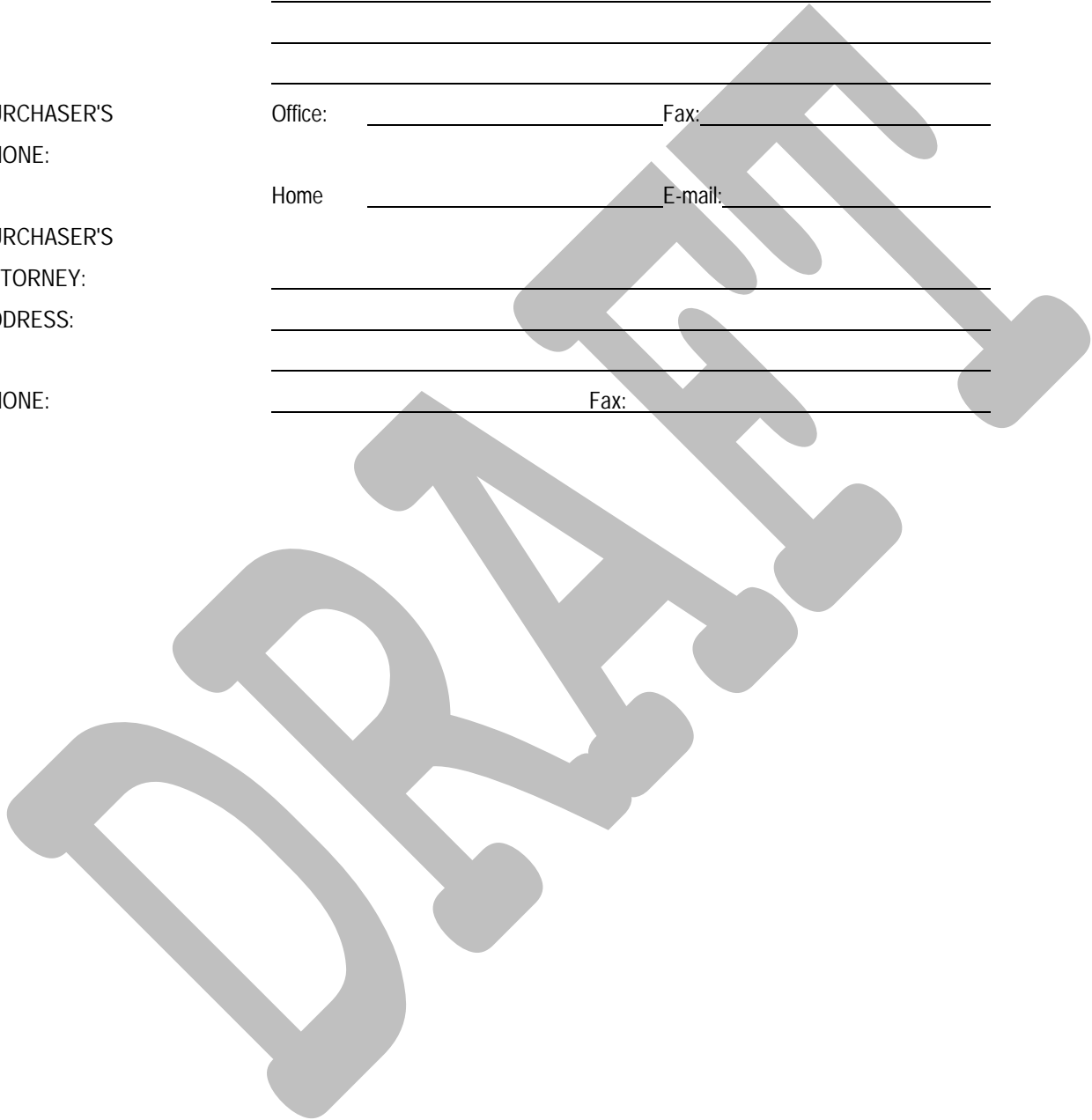
PURCHASER'S

ATTORNEY:

ADDRESS:

PHONE:

_____ Fax: _____





Section 8

Draft Quitclaim Deed

QUIT CLAIM DEED

File No.: SN064540

State of Kansas, Department of Administration Pursuant to KSA 75-6609,

convey and quitclaim(s) to

_____SAMPLE_____

Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, item 4,

all the following REAL ESTATE in the County of ROOKS, and the State of Kansas, to-wit:

The North 65 feet of Lots 6 and 9 and all of Lots 11 and 13 on Railroad Street in the City of Woodson, Rooks County, Kansas.

Commonly known as: 00000 ALLEY, Woodson, KS 67675

for the sum of one dollar and other good and valuable consideration.

EXCEPT AND SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments that may be levied, imposed or become payable hereafter.

Dated this ____ day of _____, 2024.

_____, Secretary
Department of Administration

State of Kansas, County of ROOKS §

The foregoing instrument executed was acknowledged before me this ____ day of _____, 2024, by _____, Secretary, Department of Administration, State of Kansas, pursuant to KSA 75-6609.

Notary Public

My appointment expires: _____



Section 9

Wiring Instructions



SERVICE BEYOND
EXPECTATION

Kansas Secured Title, Inc. - Fairlawn
3497 SW Fairlawn Rd.
Topeka KS 66614
Phone 785-271-9352
Fax 785-272-4984

Serving Kansas in the

Counties of:

- Butler
- Cowley
- Douglas
- Franklin
- Geary
- Greenwood
- Harper
- Jackson
- Jefferson
- Johnson
- Leavenworth
- McPherson
- Miami
- Montgomery
- Neosho
- Pottawatomie
- Riley
- Saline
- Sedgwick
- Shawnee
- Sumner
- Wyandotte

Wiring Instructions

Receiving Bank:	Bankers' Bank of Kansas 555 N Woodlawn St Bldg 5 Wichita, KS 67208
Routing #:	101104805
Credit to:	Alliance Bank (785) 271-1800 3001 SW Wanamaker Rd Topeka, KS 66614
Account #:	101114798
Reference:	Kansas Secured Title, Inc. - Fairlawn Settlement Account #10010999 KST file No. SN064540 Borrower: Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, item 4

Visit us on the web at:
kstshawnee.com

Documents

May be emailed to docs@kstitle.com

Vice President

FRAUD ALERT: If you receive an email, or any other communication that appears to be generated from our office, containing new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our bank wire instructions seldom change.