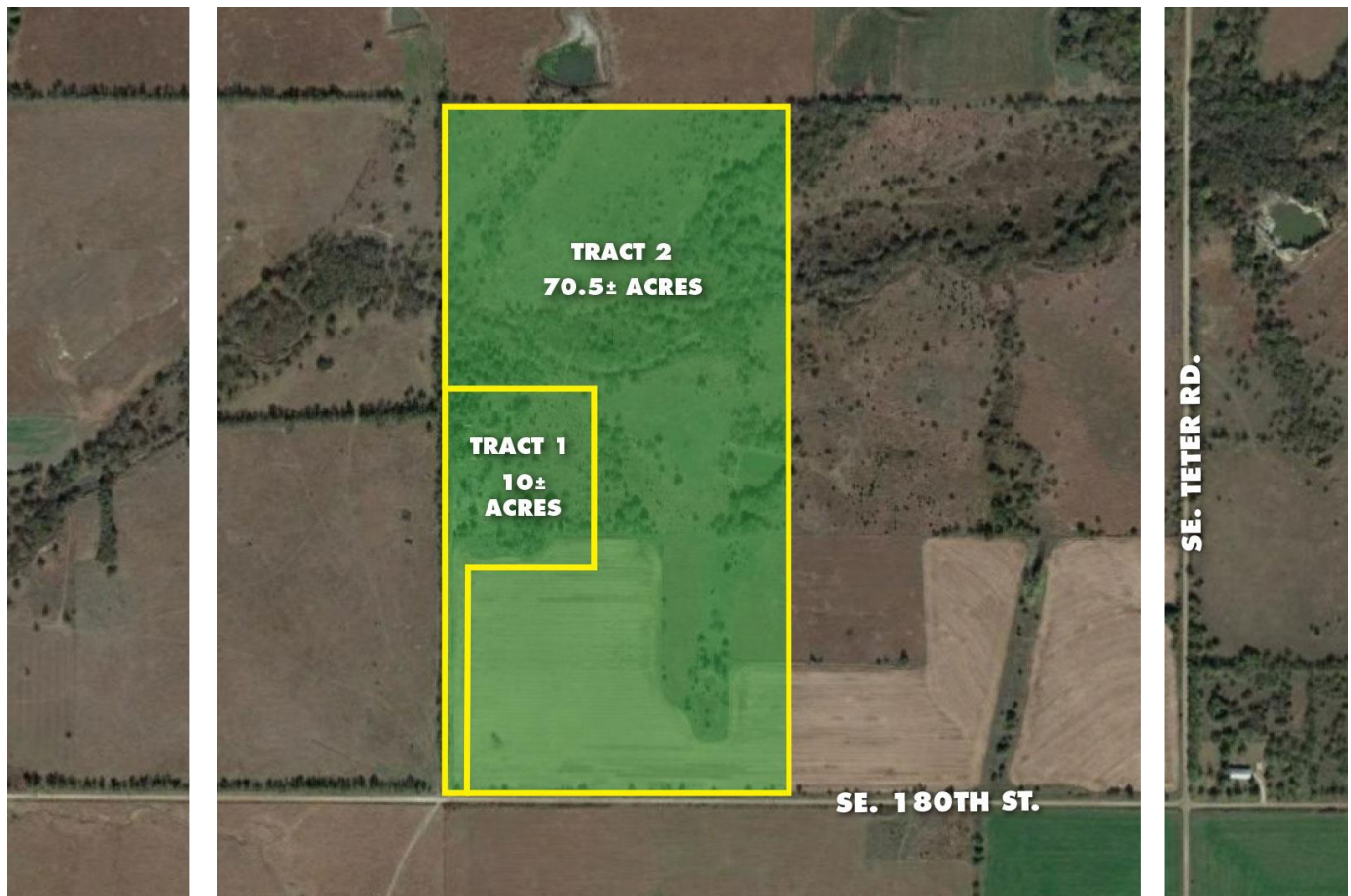


PROPERTY INFORMATION PACKET

THE DETAILS



**(Butler County) 70.5 +/- Acres | Multi-Tract Bidding
| Tract 2 | Atlanta, KS 67008**

AUCTION: Saturday, April 4th @ 10:00 AM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



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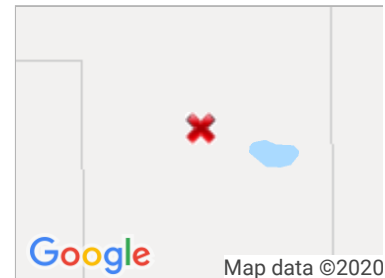
PROPERTY DETAIL PAGE
WATER WELL ORDINANCE
SECURITY 1 ST TITLE WIRE FRAUD ALERT
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
MAPRIGHT SOILS MAP & REPORT
MAPRIGHT FSA MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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

STANDARD



MLS # 578065
Class Land
Property Type Undeveloped Acreage
County Butler
Area OUT - Out of Area
Address 70.5 +/- Acres SE 180TH ST
Address 2
City Atlanta
State KS
Zip 67008
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	Ty Patton	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
		Display Address	Yes
Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Agriculture	VOW: Allow 3rd Party Comm	Yes
Parcel ID	20015-008-349-31-0-00-00-005.00-0	Sub-Agent Comm	0
Number of Acres	70.50	Buyer-Broker Comm	3
Lot Size/SqFt	3070980	Transact Broker Comm	3
School District	Central School District (USD 462)	Variable Comm	Non-Variable
Elementary School	Central	Virtual Tour Y/N	No
Middle School	Central		
High School	Central		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	Long legal		

DIRECTIONS

Directions SW 170th & SW Haverhill - East to SE Teter, south to SE 180th, west to home.

FEATURES

SHAPE / LOCATION	ROAD FRONTAGE	FLOOD INSURANCE	AGENT TYPE
Irregular	Dirt	Required	Sellers Agent
Deep/Narrow	UTILITIES AVAILABLE	SALE OPTIONS	OWNERSHIP
	Other/See Remarks	None	Individual
TOPOGRAPHIC	IMPROVEMENTS	PROPOSED FINANCING	TYPE OF LISTING
Level	None	Other/See Remarks	Excl Right w/o Reserve
Pond/Lake	OUTBUILDINGS	POSSESSION	BUILDER OPTIONS
Stream/River	None	At Closing	Open Builder
Treeline	MISCELLANEOUS FEATURES	SHOWING INSTRUCTIONS	
Wooded	Water Access	Call Showing #	
PRESENT USAGE	Other/See Remarks	LOCKBOX	
None/Vacant	DOCUMENTS ON FILE	None	
Tillable	Aerial Photos		

FINANCIAL

Assumable Y/N	No
General Taxes	\$449.82
General Tax Year	2019
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Ty Patton with McCurdy Auction, LLC. Office: 316-867-3600 Email: tpatton@mccurdyauction.com.ONSITE REAL ESTATE AUCTION ON APRIL 4TH AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. LIVE AUCTION WITH MULTI-TRACT BIDDING! Tract 2 | 70.5 +/- acres in Atlanta, Kansas! Zoned AG-80 Agricultural District - 80 with Agricultural Preservation Overlay, this land offers possibilities as a home-site or agricultural / recreational use. Approximately 30 acres of the land are tillable and the land provides recreation as plenty of Whitetail walk the land. All mineral, crop, and water rights transfer to the buyer. This is a great opportunity to own acreage in Butler County! DISCLOSURES 02/28/2020 - Due to requests to purchase this property in different combinations we are now offering our multi-tract bidding process which allows multiple tracts of real estate to be sold as individual tracts, any desired combination of tracts or collectively with all tracts together. The auction will begin with each tract being offered individually, followed by multiple rounds where bidders can make any desired combinations and increase their previous bids to stay in the winning position. Bidding rounds will conclude when bidders no longer want to create new combinations or raise previous bid amounts. A white board will be displayed to guide you through the auction process and have a clear visual understanding of all current bid amounts. Learn more by reading the attachment in the download section of this webpage titled "Understanding Multi-Tract". *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$10,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Live Only	1 - Open/Preview Date	4/4/2020
Auction Location	1514 SE 180th St.	1 - Open Start Time	09:00 AM
Auction Offering	Real Estate Only	1 - Open End Time	10:00 AM
Auction Date	4/4/2020		
Auction Start Time	10:00 AM		
Broker Registration Req	Yes		
Broker Reg Deadline	5:00 PM on 04/03/2020		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	10,000.00		

TERMS OF SALE

Terms of Sale

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 1514 SE 180th St. & Additional Lot - Atlanta, KS 67008

DOES THE PROPERTY HAVE A WELL? YES _____ NO LG

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon LG

Location of Lagoon/Septic Access: Lagoon is northeast of the home

Authentisign

Louis Guimond

2/21/2020 5:45:13 PM CST

Owner

Date

Owner

Date



Security 1st Title

File #:

Property Address:

1514 SE 180th St. & Additional Lot
Atlanta, KS 67008

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

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

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

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

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

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

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

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

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer _____

Seller _____

Authentisign

Louis Guimond

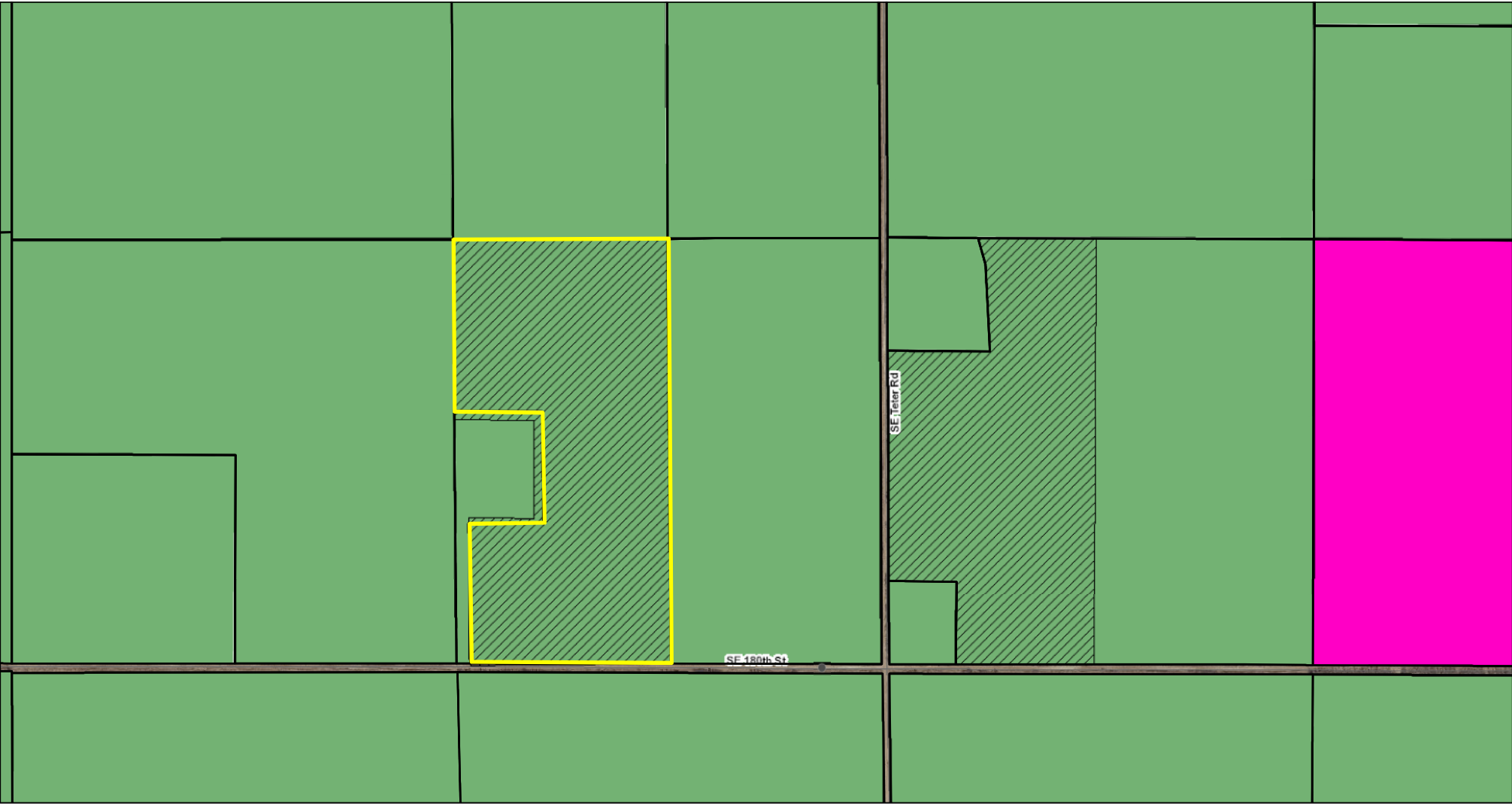
2/21/2020 8:45:16 PM CST

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

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

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

0 SE 180th St. - Atlanta, KS 67008 Zoning Map: AG-80 & APO



12/20/2019, 10:13:21 AM

Parcel Data

Parcel_Data_BldgLL

BLDG_LL

Municipal Boundaries

RoadCenterline

CITY

COUNTY ASPHALT

COUNTY GRAVEL

KANSAS TURNPIKE

PAPER

PRIVATE

STATE HWY

TOWNSHIP

US HWY

Rural Zoning Districts

Updates in Progress

AG-40 Agricultural District - 40

AG-80 Agricultural District - 80

C-Commercial Dsitrict

MH-Manufactured Home District

PRD-A-Planned Residential District A

PRD-B-Planned Residential District B

R-Residential District

RE-Residential Estate District

RR-Rural Residential District

T-Town District

UJ-Urban Jurisdiction

URB-Urban Distict

ParcelSplitZones

AG-40 (Agricultural District - 40)

C (Commercial District)

I (Industrial District)

PRD-B (Planned Residential District B)

1:9,028

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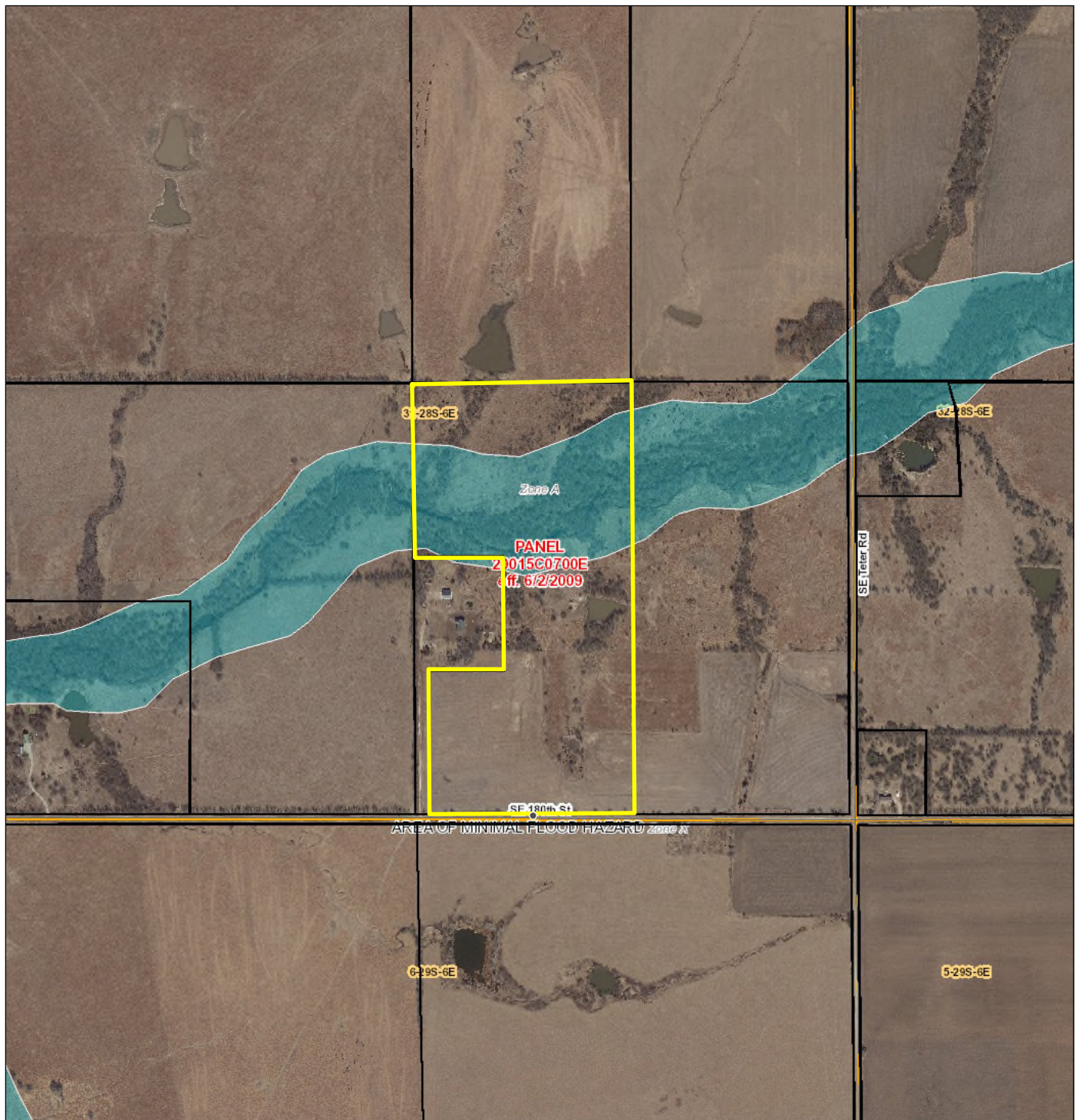
00.130.250.5 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Butler County GIS/Mapping

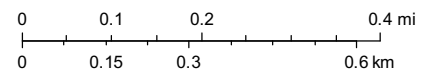
The information contained on this map is to locate, identify and inventory real property for taxing purposes, and not to be utilized in place of a survey for boundary determinations.

0 SE 180th, Atlanta, KS 67008 Flood Zone Map



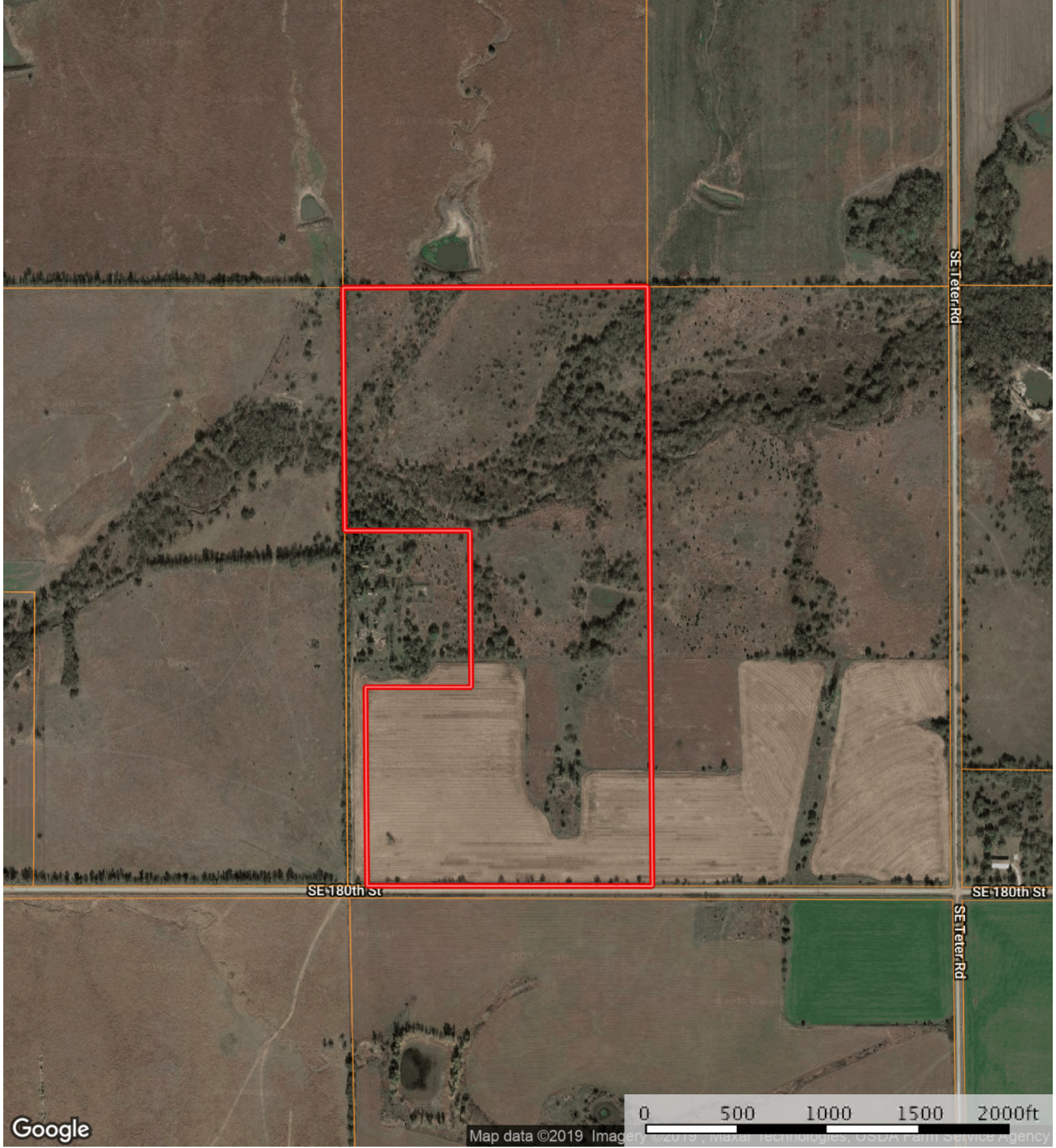
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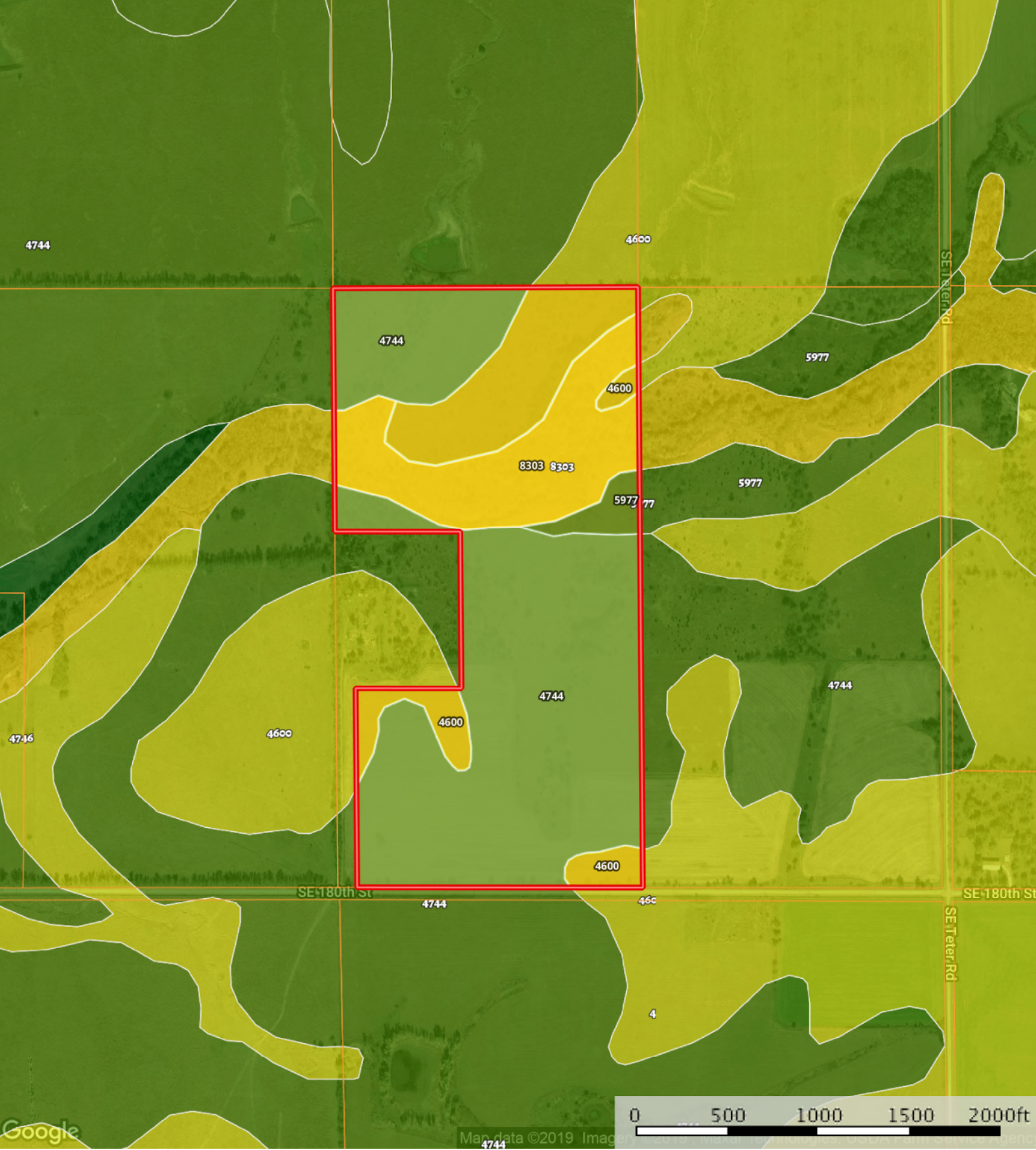


Parcel Data	US HWY	SFHA / Flood Zone Boundary
BLDG_LL	Effective	1% Annual Chance Flood Hazard
Parcel_Data_BldgLL	Incorporated	Regulatory Floodway
Municipal Boundaries	Superseded	Special Floodway
CITY	Not incorporated	Area of Undetermined Flood Hazard
COUNTY ASPHALT	No Revalidation Status	0.2% Annual Chance Flood Hazard
COUNTY GRAVEL	Reevaluated	Future Conditions 1% Annual Chance Flood Hazard
KANSAS TURNPIKE	Contact Community for Revalidation Status	Area with Reduced Risk Due to Levee
PAPER	FIRM Panels	Section-Township-Range
PRIVATE	Cross-Sections	
STATE HWY	Other Boundaries	
TOWNSHIP	Limit Lines	

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Boundary



 Boundary

| Boundary 70.3 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
5977	Vanoss silt loam, 1 to 3 percent slopes	1.6	2.24	2e
4600	Dwight silt loam, 0 to 1 percent slopes	12.5	17.84	4s
4744	Labette-Dwight complex, 0 to 3 percent slopes	43.5	61.94	2e
8303	Verdigris soils, frequently flooded	12.6	17.96	5w
TOTALS		70.3	100%	2.9

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

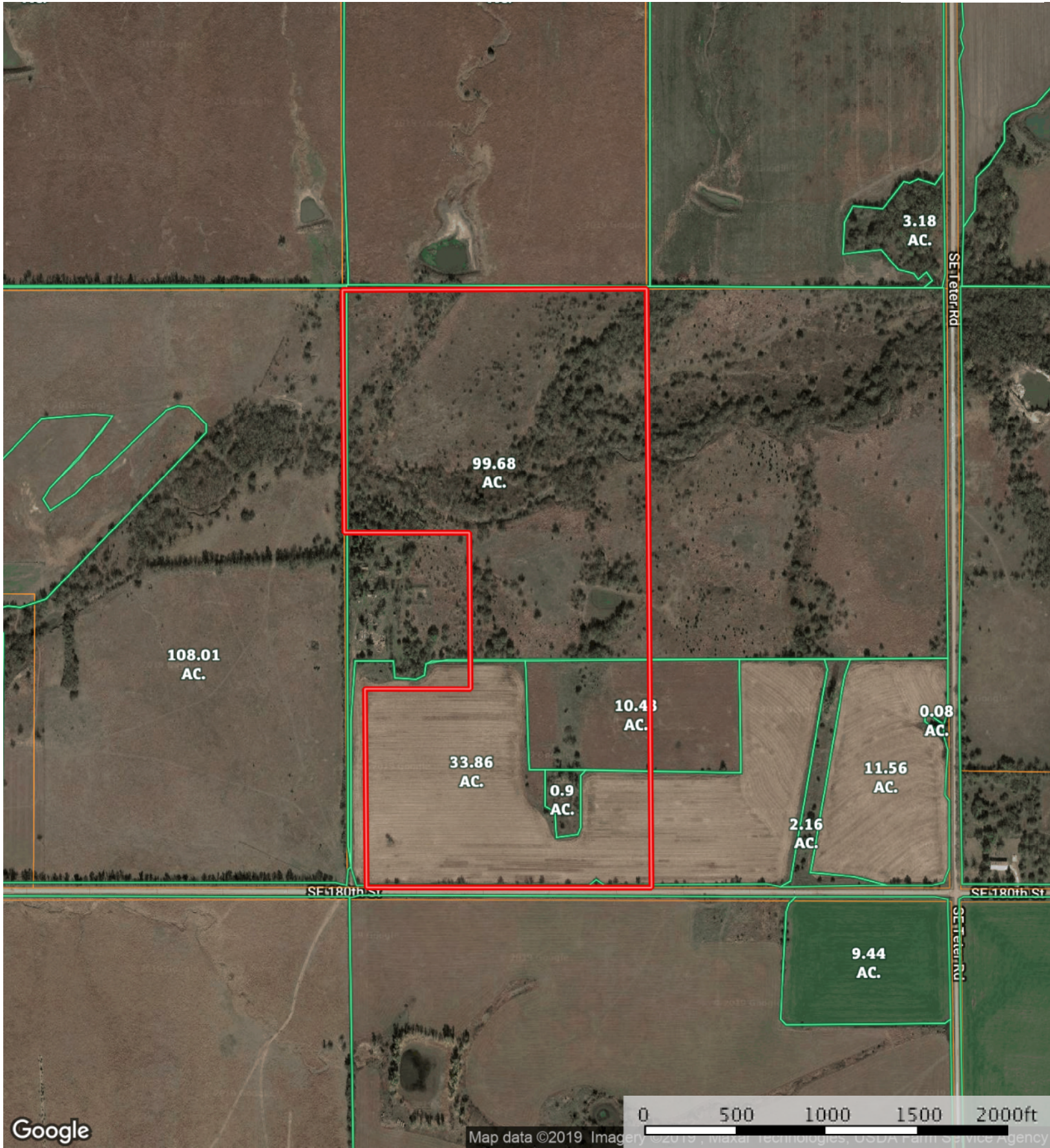
Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water



Google

Boundary

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the

protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guests or minors accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy reserves the right to establish all bidding increments.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

