



### **40.4± Acres on SW Hopkins Switch Rd. Douglass, KS 67039**

AUCTION: BIDDING OPENS: Thurs, Oct 5<sup>th</sup> @ 2:00 PM  
BIDDING BEGINS CLOSING: Thurs, Oct 19<sup>th</sup> @ 2:10 PM

12041 E. 13th St. N. · Wichita, KS 67206  
316.867.3600 · 800.544.4489 · [McCurdy.com](http://McCurdy.com)



**McCurdy**  
REAL ESTATE & AUCTION



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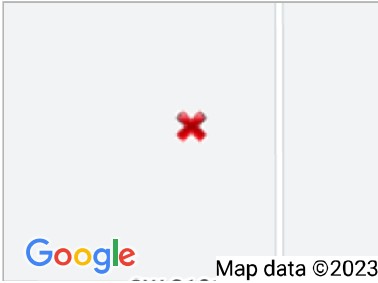
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent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

ALL FIELDS CUSTOMIZABLE



|                           |                                     |
|---------------------------|-------------------------------------|
| MLS #                     | 630325                              |
| Class                     | Land                                |
| Property Type             | Undeveloped Acreage                 |
| County                    | Butler                              |
| Area                      | SCKMLS                              |
| Address                   | 40.4+/- Acres SW Hopkins Switch Rd. |
| Address 2                 |                                     |
| City                      | Douglass                            |
| State                     | KS                                  |
| Zip                       | 67039                               |
| Status                    | Active                              |
| Contingency Reason        |                                     |
| Asking Price              | \$0                                 |
| For Sale/Auction/For Rent | Auction                             |
| Associated Document Count | 2                                   |



GENERAL

|                                        |                                                                            |                            |                    |
|----------------------------------------|----------------------------------------------------------------------------|----------------------------|--------------------|
| List Agent - Agent Name and Phone      | <a href="#">Isaac Klingman</a>                                             | List Date                  | 8/29/2023          |
| List Office - Office Name and Phone    | <a href="#">McCurdy Real Estate &amp; Auction, LLC - OFF: 316-867-3600</a> | Realtor.com Y/N            | Yes                |
| Co-List Agent - Agent Name and Phone   |                                                                            | Display on Public Websites | Yes                |
| Co-List Office - Office Name and Phone |                                                                            | Display Address            | Yes                |
| Showing Phone                          | 888-874-0581                                                               | VOW: Allow AVM             | Yes                |
| Zoning Usage                           | Rural                                                                      | VOW: Allow 3rd Party Comm  | Yes                |
| Parcel ID                              | 00841-6-13-0-00-00-001.02-0                                                | Sub-Agent Comm             | 0                  |
| Number of Acres                        | 40.40                                                                      | Buyer-Broker Comm          | 3                  |
| Price Per Acre                         | 0.00                                                                       | Transact Broker Comm       | 3                  |
| Lot Size/SqFt                          | 1759824                                                                    | Variable Comm              | Non-Variable       |
| School District                        | Douglass Public Schools (USD 396)                                          | Virtual Tour Y/N           |                    |
| Elementary School                      | Leonard C Seal                                                             | Days On Market             | 20                 |
| Middle School                          | Marvin Sisk                                                                | Cumulative DOM             | 20                 |
| High School                            | Douglass                                                                   | Cumulative DOMLS           |                    |
| Subdivision                            | NONE LISTED ON TAX RECORD                                                  | Input Date                 | 9/15/2023 12:24 PM |
| Legal                                  | TBD                                                                        | Update Date                | 9/15/2023          |
|                                        |                                                                            | Status Date                | 9/15/2023          |
|                                        |                                                                            | HotSheet Date              | 9/15/2023          |
|                                        |                                                                            | Price Date                 | 9/15/2023          |

DIRECTIONS

Directions (Douglass) E. 1st St. & Hwy 77 - East on 1st St./SW 210th St., North on SW Hopkins Switch Rd.

FEATURES

|                  |                         |                    |                        |
|------------------|-------------------------|--------------------|------------------------|
| SHAPE / LOCATION | UTILITIES AVAILABLE     | DOCUMENTS ON FILE  | SHOWING INSTRUCTIONS   |
| Rectangular      | Other/See Remarks       | Aerial Photos      | Call Showing #         |
| TOPOGRAPHIC      | IMPROVEMENTS            | Documents Online   | LOCKBOX                |
| Pond/Lake        | None                    | FLOOD INSURANCE    | None                   |
| Rolling          | OUTBUILDINGS            | Unknown            | AGENT TYPE             |
| Treeline         | None                    | SALE OPTIONS       | Sellers Agent          |
| Wooded           | MISCELLANEOUS FEATURES  | Other/See Remarks  | OWNERSHIP              |
| PRESENT USAGE    | Mineral Rights Included | PROPOSED FINANCING | Individual             |
| Recreational     | Water Access            | Other/See Remarks  | TYPE OF LISTING        |
| ROAD FRONTAGE    | Other/See Remarks       | POSSESSION         | Excl Right w/o Reserve |
| Gravel           |                         | At Closing         | BUILDER OPTIONS        |
|                  |                         |                    | Open Builder           |

FINANCIAL

|                           |                    |
|---------------------------|--------------------|
| Assumable Y/N             | No                 |
| General Taxes             | \$0.00             |
| General Tax Year          | 2022               |
| Yearly Specials           | \$0.00             |
| Total Specials            | \$0.00             |
| HOA Y/N                   | No                 |
| Yearly HOA Dues           |                    |
| HOA Initiation Fee        |                    |
| Earnest \$ Deposited With | Security 1st Title |

## PUBLIC REMARKS

**Public Remarks** Property offered at ONLINE ONLY auction. BIDDING OPENS: Thursday, October 5th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, October 19th, 2023 at 2:10 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY AUCTION!!! Have you ever dreamed of having that one-of-a-kind recreational property close to home? Maybe even build your home on it? Now is your chance to fulfill that dream and purchase this incredible 40.4 +/- surveyed acres in Southeast Butler County! If you are an avid hunter, fisherman, nature lover, or someone who wants a fantastic build site, this is a unique property you cannot miss! At first glance, you will see that this 40.4 +/- acres is a unique property with features that are hard to find. You will notice the dense, natural wooded cover with sandhill plums throughout offer fantastic habitats for all the abundant wildlife in the area. Not to mention the fact that this property will own part of and have access to a fantastic 14+/- acre pond that has been brilliantly designed and maintained over the years. The South portion of the pond has almost a half mile of bank with peninsulas and coves along with many man-made fish habitats strategically placed. This pond has also been stocked in years past with walleye, largemouth bass, channel cat, yellow perch, red ear sunfish, bluegill, black crappie, fathead minnows, golden shiners, and a few others! Once the drought is over and the rain comes, the fun begins! The property sits less than one mile off paved SW 210th St. keeping you close to many amenities. In just a short drive, you will be able to change your scenery and tuck yourself away in all the trees, wildlife, and nature this property has to offer. Whether you chase big bucks, hunt waterfowl, fish from sunup to sundown, love to be in nature, or want that dream home site, do not miss this fantastic opportunity! Features: 40.4 +/- Acres Partial Ownership and Access to 7+/- Acre Pond - Historically Well Stocked with Fish Heavy Wooded Cover Abundant Wildlife: Deer, Geese, Fish, Turkey Fantastic Recreational or Home Site Opportunity Velocity High-Speed Internet And AT&T Fiber Optic Internet Available 1 Mile off of SW 210th St. 4 Miles to Douglass and HWY 77 30 Minutes to East Wichita \*Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$10,000. Tax amount is "to be determined" due to a lot split. Buyer must comply with all Butler County requirements regarding a lot split. Taxes on the parcel will be estimated at closing as the final amount will not be available until such time as the lot split is finalized.

## AUCTION

|                         |                  |                       |
|-------------------------|------------------|-----------------------|
| Type of Auction Sale    | Reserve          | 1 - Open for Preview  |
| Method of Auction       | Online Only      | 1 - Open/Preview Date |
| Auction Location        | mccurdy.com      | 1 - Open Start Time   |
| Auction Offering        | Real Estate Only | 1 - Open End Time     |
| Auction Date            | 10/5/2023        | 2 - Open for Preview  |
| Auction Start Time      | 2pm              | 2 - Open/Preview Date |
| Broker Registration Req | Yes              | 2 - Open Start Time   |
| Broker Reg Deadline     | 10/18/2023 @ 5pm | 2 - Open End Time     |
| Buyer Premium Y/N       | Yes              | 3 - Open for Preview  |
| Premium Amount          | 0.10             | 3 - Open/Preview Date |
| Earnest Money Y/N       | Yes              | 3 - Open Start Time   |
| Earnest Amount %/\$     | 20,000.00        | 3 - Open End Time     |

## TERMS OF SALE

**Terms of Sale** See Associated Documents

## PERSONAL PROPERTY

**Personal Property**

## SOLD

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

## 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 2023 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

# SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: Acreage On SW Hopkins Switch Rd. - Douglass, KS 67039

Seller: Jeffery Runyan

Date of Purchase: \_\_\_\_\_

Property currently zoned as: Agricultural

**Message to the Seller:** This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

**Instructions:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

**By signing below, you acknowledge that the failure to disclose known material information about the Property may result in liability.**

**Message to the Buyer:** Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

**Instructions:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

**THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).**

## PART I

Indicate the condition of the following items by marking the appropriate box.  
Check only one box for each item.

None  
Does Not Transfer  
Working  
Not Working  
Don't Know

### WATER SYSTEMS

Well/Pump

Drinking

Irrigation

Location

Depth

Type

If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No

Is the property connected to ☐ city ☐ rural water systems?

Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$

Cistern

Other

Comments:

### DRAINAGE/SEWAGE SYSTEMS

Sewer Lines

Septic/Laterals

Lagoon

Tank Size

Location

# Feet of Laterals

Other

Other

Comments:

Seller's Initials

Buyer's Initials

## PART II

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

None  
Does Not Transfer  
Working  
Not Working  
Don't Know

### GAS/ELECTRIC

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

Yes  
No  
Don't Know

- 53 ☐ ☒ ☐ Is gas connected to property? If not, distance to nearest source? \_\_\_\_\_  
54 ☐ ☒ ☐ Is electricity connected to property? If not, distance to nearest source? Road Frontage  
55 ☐ ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?  
56 If yes, please explain: \_\_\_\_\_  
57 \_\_\_\_\_  
58 Comments: \_\_\_\_\_  
59 \_\_\_\_\_

### DRAINAGE/SEWAGE SYSTEMS

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

### BOUNDARIES/LAND

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

Seller's Initials JRR

Buyer's Initials \_\_\_\_\_

Yes No Don't Know

### HOMEOWNER'S ASSOCIATION

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

### ENVIRONMENTAL CONDITIONS

To your knowledge, are any of the following substances, materials, or products present on the real property?

- Asbestos  
 Contaminated soil or water (including drinking water)  
 Landfill or buried materials  
 Methane gas  
 Oil sheers in wet areas  
 Radioactive material  
 Toxic material disposal (e.g., solvents, chemicals, etc.)  
 Underground fuel or chemical storage tanks  
 EMFs (Electro Magnetic Fields)  
 Gas or oil wells in area  
 Other

To your knowledge, are any of the above conditions present near your property?

Comments: \_\_\_\_\_

*Oil/Gas Inactive*

### MISCELLANEOUS

To your knowledge:

- Are there any gas/oil wells on the property or adjacent property?  
 Is the present use of the property a non-conforming use?  
 Are there any violations of local, state or federal government laws or regulations relating to this property?  
 Is there any existing or threatened legal or regulatory action affecting this property?  
 Are there any current special assessments or do you have knowledge of any future assessments?  
 Are there any proposed or pending zoning changes on this or adjacent property?  
 Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?  
 Are there any diseased or dead trees or shrubs?  
 Is the property located in an area where public authorities have or are contemplating condemnation proceedings?  
 Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: \_\_\_\_\_

*Oil/Gas Wells Inactive*

Seller Owns:

☐ ☐

Mineral Rights:

*100* % pass with the land to the Buyer \_\_\_\_\_ % remain with the Seller  
 \_\_\_\_\_ % are owned by third party \_\_\_\_\_ unknown

☐ ☐

Are there any oil, gas, or wind leases of record or Other? Please explain: \_\_\_\_\_

☐ ☐

Crops planted at the time of sale:

\_\_\_\_\_ pass with the land to the Buyer \_\_\_\_\_ remain with the Seller  
*X* none \_\_\_\_\_ negotiable  
 \_\_\_\_\_ Other (please describe): \_\_\_\_\_

Seller's Initials

*JRR gk*

Buyer's Initials \_\_\_\_\_

Tenant's rights apply to the subject property with lease or shares as follows: N/A

Water Rights:

☒ pass with the land to the Buyer - Permit # N/A  
☐ remain with the Seller - Permit # \_\_\_\_\_  
☐ have been terminated

Comments: \_\_\_\_\_

#### SELLER'S ACKNOWLEDGMENT

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

Jeffery R. Ryan  
Seller

8/29/25  
Date

A. Gerald Ryan  
Seller

OR

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

Jeff  
Seller

Date

Seller

Date

#### BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

Buyer

Date

Buyer

Date

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Seller's Initials

JRR

Buyer's Initials



## WATER WELL INSPECTION REQUIREMENTS

Property Address: Acreage On SW Hopkins Switch Rd. - Douglass, KS 67039

**Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.**

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

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

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

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

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

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

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

Jeffrey R. Rye  
Owner/Seller  
T GEVSELE  
Owner/Seller

8/29/23  
Date

8/29/23  
Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



Security 1<sup>st</sup> Title

## WIRE FRAUD ALERT

### CALL BEFORE YOU WIRE FUNDS

#### PROTECT YOUR MONEY WITH THESE TWO STEPS

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

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

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

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

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

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

\_\_\_\_\_  
Buyer / Seller Name

\_\_\_\_\_  
Buyer / Seller Name

\_\_\_\_\_  
Authorized Email Address

\_\_\_\_\_  
Authorized Email Address

\_\_\_\_\_  
Authorized Phone Number

\_\_\_\_\_  
Authorized Phone Number

\_\_\_\_\_  
, ,  
Property Address

\_\_\_\_\_  
File Number

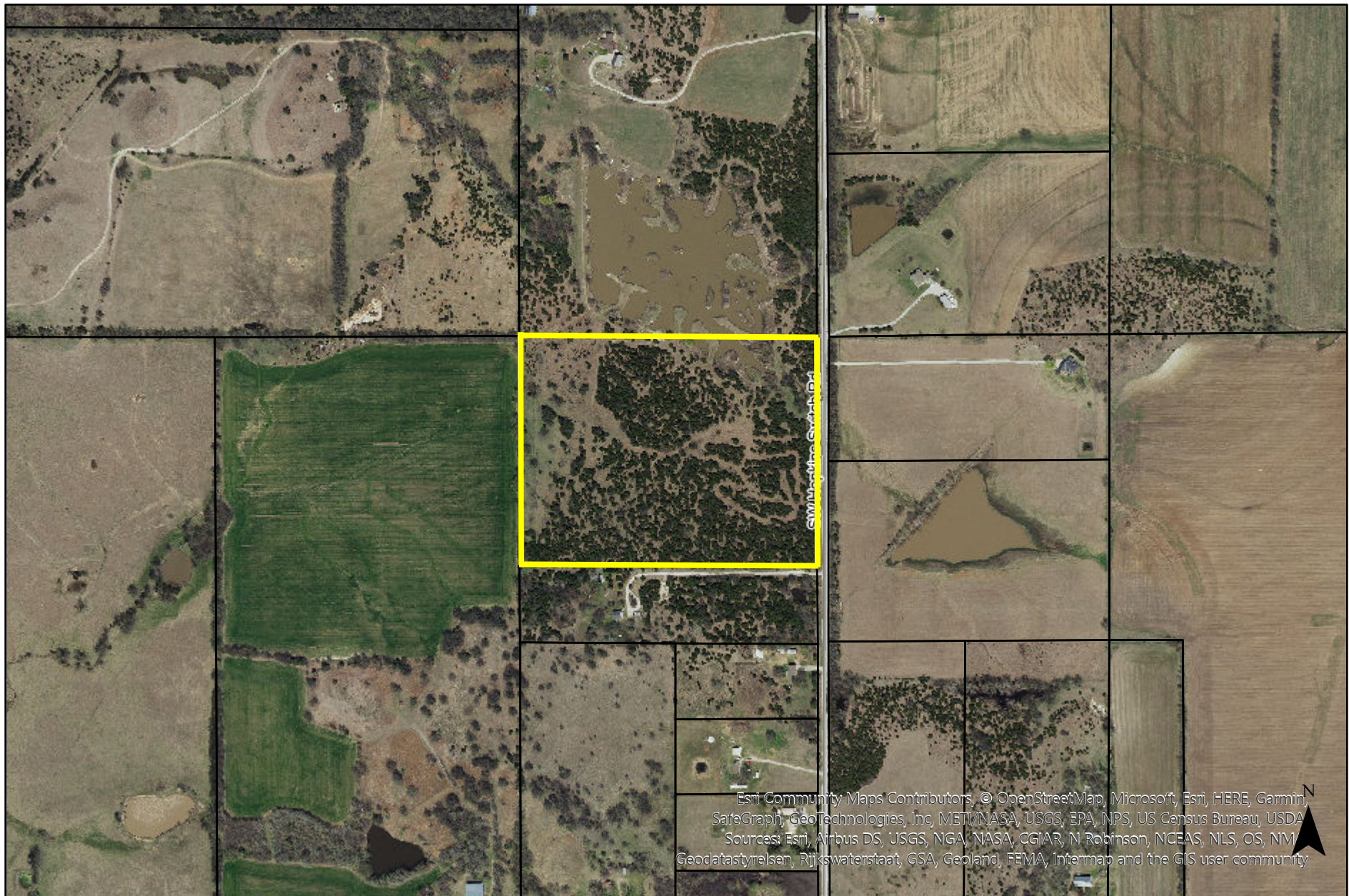
FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

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

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

# 30+/- Acres on SW Hopkins Switch Rd., Douglass, KS 67039

## Zoning - RE Rural Estates



Parcel Data  
BLDG LL

RoadCenterline  
ROAD\_TYPE  
CITY

COUNTY ASPHALT  
COUNTY GRAVEL  
KANSAS TURNPIKE  
PAPER  
PRIVATE  
STATE HWY

TOWNSHIP  
US HWY  
<all other values>

Condo\_Boundaries  
Municipal Boundaries  
CountyBoundary

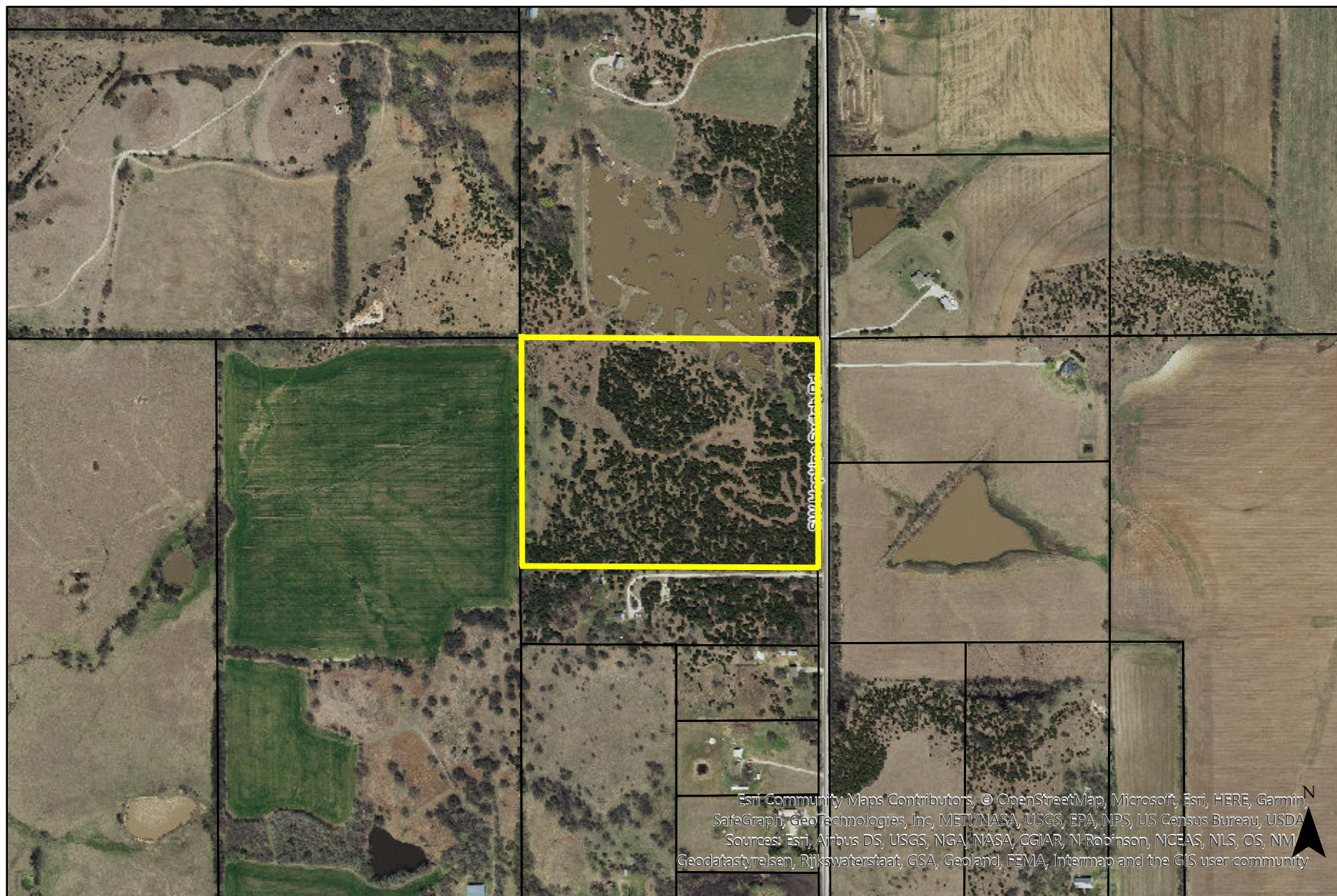
This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

28+/- Acres and 30+/- Acres on SW Hopkins Switch Rd.,  
Douglass, KS 67039

Flood Zone - X - Area of Minimal Flood Hazard



# 30+/- Acres on SW Hopkins Switch Rd., Douglass, KS 67039 - Aerial



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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NM  
Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Parcel Data  
BLDG LL

RoadCenterline  
ROAD\_TYPE  
CITY

COUNTY ASPHALT  
COUNTY GRAVEL  
KANSAS TURNPIKE  
PAPER  
PRIVATE  
STATE HWY

TOWNSHIP  
US HWY  
<all other values>

Condo\_Boundaries  
Municipal Boundaries  
CountyBoundary

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

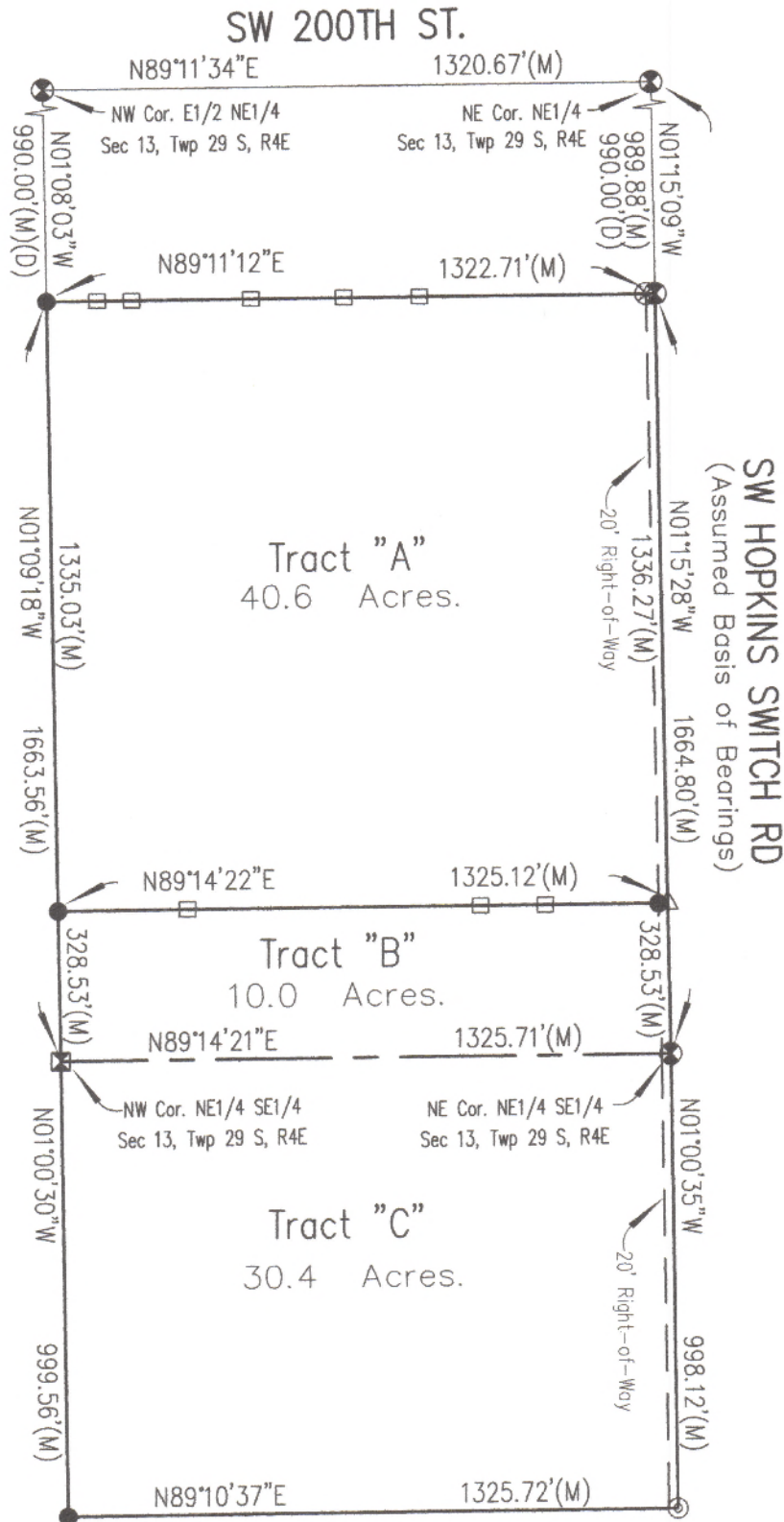


205 S. MAIN, PO BOX 68, EL DORADO, KS 67042  
PHONE 316-321-3773, FAX 316-321-4199  
CERTIFICATE OF SURVEY FOR:  
LOT SPLIT

Receipt #: 179680  
Pages Recorded: 2

by: *Jacque Roberts*

Date Recorded: 8/23/2023 9:07:09 AM



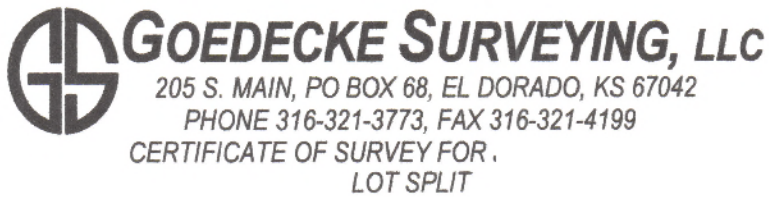
Legend

- Set 5/8"x24" Rebar & CLS 251 Cap
- △ Set Railroad Spike
- ⊠ Found Concrete Block
- ⊗ Found 5/8" Rebar (Goedecke Engineering)
- ⊗ Found 5/8" Rebar W/Yellow CLS 28 Cap
- ⊙ Found 1/2" Rebar (JR Hurlburt)
- Set Lath on Line
- (M) Measured



Scale 1" = 400'

REC  
COMP  
NUM



## CERTIFICATE OF SURVEY

I Gerald E. Dixon, P.S. 1516 a Professional Land Surveyor in the State of Kansas, do hereby certify that this is a true and correct Plat of Survey made on August 16, 2023.

## LEGAL DESCRIPTION

Tract "A"

By Gerald E. Dixon, P.S. 1516, August 16, 2023; a 40.6 Acre Tract in the East Half of the Northeast Quarter in Section 13, Township 29 South, Range 4 East, of the Sixth Principal Meridian, Butler County, Kansas, being all of the East Half of said Northeast Quarter EXCEPT the North 990.00 feet of said East Half of Northeast Quarter, AND EXCEPT the South 328.53 feet of said East Half of Northeast Quarter. Tract "A" contains 40.6 Acres with Road Right of Way Included, contains 40.0 Acres with Road Right of Way not Included.

## LEGAL DESCRIPTION

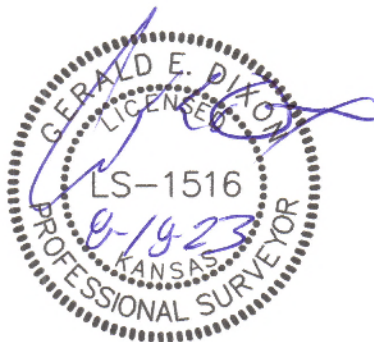
Tract "B"

By Gerald E. Dixon, P.S. 1516, August 16, 2023; a 10.0 Acre Tract in the East Half of the Northeast Quarter in Section 13, Township 29 South, Range 4 East, of the Sixth Principal Meridian, Butler County, Kansas, the South 328.53 feet of said East Half of Northeast Quarter. Tract "B" contains 10.0 Acres with Road Right of Way Included, contains 9.9 Acres with Road Right of Way not Included.

## LEGAL DESCRIPTION

Tract "C"

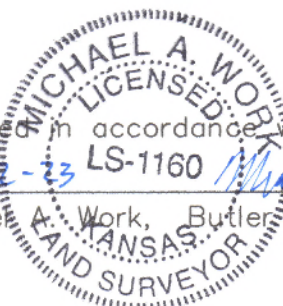
By Gerald E. Dixon, P.S. 1516, August 16, 2023; a 30.4 Acre Tract being the Northeast Quarter of the Southeast Quarter of Section 13, Township 29 South, Range 4 East, of the Sixth Principal Meridian, Butler County, Kansas, EXCEPT the South 330 feet thereof. Tract "C" contains 30.4 Acres with Road Right of Way Included, contains 30.0 Acres with Road Right of Way not Included.



## CERTIFICATION

Reviewed in accordance with K.S.A. 58-2005 on this 22<sup>ND</sup> day of August, 2023  
8-22-23 LS-1160 Michael A. Work R.L.S. 1160

Michael A. Work, Butler County Surveyor



## TERMS AND CONDITIONS

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

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



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

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

28. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction.
29. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
30. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
31. 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.

## Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

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

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

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

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

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

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

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

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

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

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

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

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

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Licensee

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Real estate company name approved by the commission

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Supervising/branch broker

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Buyer/Seller Acknowledgement (not required)

# 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)*

