

PROPERTY INFORMATION PACKET | THE DETAILS



1316 NW Shumway Rd & 30 +/- Acres | El Dorado, KS 67042

AUCTION: BIDDING OPENS: Tues, August 27th @ 2:00 PM
BIDDING CLOSING: Thurs, Sept 5th @ 2:10 PM

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



McCurdy
REAL ESTATE & AUCTION



Table of Contents

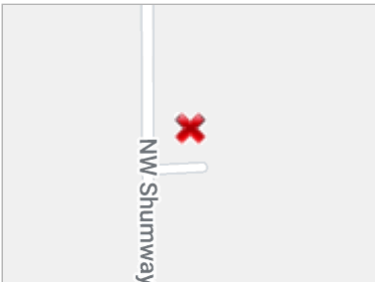
- PROPERTY DETAIL PAGE
- SELLER'S DISCLOSURE ACKNOWLEDGEMENT
- LEAD-BASED PAINT DISCLOSURE
- WATER WELL ORDINANCE
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL MAP
- SURVEY
- FSA MAP & REPORT
- TERMS AND CONDITIONS
- BRRETA DISCLOSURE
- GUIDE TO AUCTION COSTS

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. The Title Commitment Schedule B Part II-Exceptions will be added as a supporting document on McCurdy.com at the time it is provided by the title company. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500 minimum) added to the final bid.

MLS PRINTOUT



MLS # 642903
Status Active
Address 1316 NW Shumway Rd
Address 2
City El Dorado
Zip 67042
Asking Price \$0
Original Price \$0



KEYWORDS

AG Bedrooms	2	Approx. AGLA	1890
Total Bedrooms	2.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	0.00
AG Half Baths	0	BFA Source	Court House
Total Full Baths	2	Approx. TFLA	1,890
Total Half Baths	0	Lot Size/SqFt	TBD
Total Baths	2	Number of Acres	10.00
Garage Size	4+		
Basement	None		
Levels	One Story		
Approximate Age	36 - 50 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone Isaac Klingman		List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	
Showing Phone	888-874-0581	Year Built	1974
Parcel ID	177-25-0-00-00-006-00-0	School District	El Dorado School District (USD 490)
Elementary School	Oil Hill	Middle School	El Dorado
High School	El Dorado	Subdivision	NONE LISTED ON TAX RECORD
Legal	TBD due to lot split	VOW: Allow AVM	Yes
VOW: Allow 3rd Party Comm	Yes	Variable Comm	Non-Variable
Virtual Tour Y/N		Price Date	8/7/2024

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	12.2x15.5
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	23.9x19	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	17.10x12.11
Kitchen Flooring	Tile	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Bedroom
Room 4 Dimensions	14.8x11.8	Room 4 Flooring	Laminate - Other
Room 5 Level	Main	Room 5 Type	Dining Room
Room 5 Dimensions	11.8x17.4	Room 5 Flooring	Tile
Room 6 Level	Main	Room 6 Type	Family Room
Room 6 Dimensions	25.9x12.7	Room 6 Flooring	Carpet
Room 7 Level		Room 7 Type	
Room 7 Dimensions		Room 7 Flooring	
Room 8 Level		Room 8 Type	
Room 8 Dimensions		Room 8 Flooring	
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	
Room 10 Level		Room 10 Type	
Room 10 Dimensions		Room 10 Flooring	

DIRECTIONS

Directions NW 10th & NW Shumway Rd - North to home.

FEATURES

ARCHITECTURE	GARAGE	FIREPLACE	POSSESSION
Ranch	Attached	One	At Closing
EXTERIOR CONSTRUCTION	Detached	Living Room	PROPOSED FINANCING

FEATURES

Frame w/Less than 50% Mas	Opener	KITCHEN FEATURES	Other/See Remarks
ROOF	FLOOD INSURANCE	Island	WARRANTY
Composition	Unknown	Electric Hookup	No Warranty Provided
LOT DESCRIPTION	UTILITIES	Laminate Counters	OWNERSHIP
Standard	Lagoon	APPLIANCES	Trust
FRONTAGE	Rural Water	Range/Oven	PROPERTY CONDITION REPORT
Unpaved Frontage	BASEMENT / FOUNDATION	MASTER BEDROOM	No
EXTERIOR AMENITIES	None	Master Bdrm on Main Level	SHOWING INSTRUCTIONS
Ag Outbuilding(s)	BASEMENT FINISH	Master Bedroom Bath	Appt Req-Call Showing #
Corral	None	Shower/Master Bedroom	LOCKBOX
Fence-Wood	COOLING	AG OTHER ROOMS	Combination
Fence-Other/See Remarks	Central	Family Room-Main Level	TYPE OF LISTING
Guttering	Electric	Sun Room	Excl Right w/o Reserve
Horses Allowed	HEATING	LAUNDRY	AGENT TYPE
Security Light	Forced Air	Main Floor	Sellers Agent
Storm Shelter	Electric	Separate Room	
Storm Windows/Ins Glass	DINING AREA	220-Electric	
Outbuildings	Formal	INTERIOR AMENITIES	
	Kitchen/Dining Combo	Ceiling Fan(s)	
		Window Coverings-All	
		Wood Laminate	

FINANCIAL

Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$0.00	Home Warranty Purchased	Unknown
General Tax Year	2023	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks	Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, August 27th, 2024 at 2 PM (cst) BIDDING CLOSING: Thursday , September 5th, 2024 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!!! Nestled on 10 picturesque acres just northwest of El Dorado, this property offers a perfect blend of country living and modern comfort. The exterior offers low-maintenance vinyl and brick siding, a fenced-in portion of the backyard for household animals, a storm shelter, a 50x30 shop building with overhead door, a 60x30 storage building, and various other outbuildings. As you step inside, you're greeted by a large living room featuring a stunning stacked stone fireplace and an abundance of natural light, creating a warm and inviting atmosphere. The open-concept design seamlessly connects the dining room to the spacious kitchen, which boasts ample cabinetry and an island. Adjacent to the kitchen, you'll find a separate laundry room with convenient storage space. Down the hallway, you'll find the primary bedroom complete with its own full bathroom. The second bedroom offers a generously sized closet and easy access to the hall bath. One of the home's highlights is the welcoming family room, perfect for casual gatherings and relaxation. Additionally, a sunroom towards the back of the house provides a great space to enjoy the surrounding natural beauty throughout the seasons. Don't miss out on this wonderful countryside home! The taxes are TBD due to lot split/survey. *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 of \$15,000
----------------	--

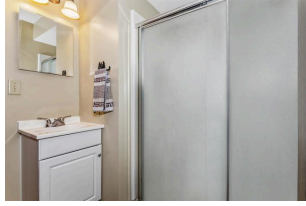
AUCTION

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	8/27/2024	
Auction Start Time	2 PM	
Broker Registration Req	Yes	
Buyer Premium Y/N	Yes	
Premium Amount	0.10	
Earnest Money Y/N	Yes	
Earnest Amount %/\$	15,000.00	

TERMS OF SALE

Terms of Sale	See associated documents
---------------	--------------------------

ADDITIONAL PICTURES





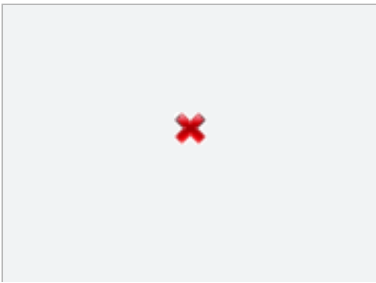
DISCLAIMER

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 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

MLS PIP



MLS # 642905
Class Land
Property Type Undeveloped Acreage
County Butler
Area SCKMLS
Address 30 +/- Acres on NW Shumway Rd
Address 2
City El Dorado
State KS
Zip 67042
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 1



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone	Andrew Jones - CELL: 316-323-2790	Display Address	Yes
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	VOW: Allow 3rd Party Comm	Yes
Showing Phone	888-874-0581	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	tbd		
Number of Acres	30.00		
Price Per Acre	0.00		
Lot Size/SqFt	30 acres		
School District	El Dorado School District (USD 490)		
Elementary School	Oil Hill		
Middle School	El Dorado		
High School	El Dorado		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	TBD due to lot split		

DIRECTIONS

Directions NW 10th & NW Shumway Rd - North to home.

FEATURES

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

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2023
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Kansas Secured Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, August 27th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday , September 5th, 2024 at 2:20 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!!! Great opportunity to purchase 30 +/- acres just northwest of El Dorado! You can enjoy country living with the city amenities nearby. Whether you are looking for that perfect homesite in the country, wanting to add more pasture or simply investing in Kansas land, this is your opportunity! Prime Home Site Close to HWY 196 10 minutes to El Dorado Less than 15 Miles to El Dorado Lake 3 miles to HWY 254 8 Miles to Towanda Mature Trees Don't miss this chance to purchase this piece of Butler County land and make it your own! The taxes are TBD due to lot split/survey. *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 of \$15,000

MARKETING REMARKS

Marketing Remarks

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	8/27/2024	2 - Open for Preview
Auction Start Time	2:00 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	09/04/2024 @ 5 PM	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 %/\$	15,000.00	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 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 1316 NW Shumway Rd. - El Dorado, KS 67042 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

Special Assessments or Fees:

Is the Real Estate located in an improvement district? ☐ Yes ☒ No ☐ Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? ☐ Yes ☒ No ☐ Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

- ☐ No appliances transfer
☐ All appliances present at the property transfer
☒ Some appliances transfer

*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: _____

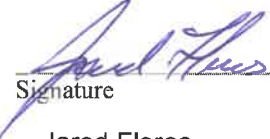
Stove & Cooktop

(Remainder of this page intentionally left blank)

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

 06/06/2024
 Signature Date
 Jason Flores
 Print
 Co-Trustee The Charles P. Flores and
 Title C. Charlotte Flores Revocable Trust Company

 06-19-24
 Signature Date
 Jared Flores
 Print
 Co-Trustee The Charles P. Flores and
 Title C. Charlotte Flores Revocable Trust Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date
 Print
 Title Company

Signature Date
 Print
 Title Company

Property Address: 1316 NW Shumway Rd. - El Dorado, KS 67042

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ JF Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ JF Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Jason Flores</u>	<u>06/06/2024</u>	<u>Jason Flores</u>	<u>6-19-24</u>
Seller	Date	Seller	Date
<u>Andrew Flores</u>	<u>6-19-24</u>	<u>Andrew Flores</u>	<u>6-19-24</u>
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 1316 NW Shumway Rd. - El Dorado, KS 67042

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 X NO _____

If yes, what type? Irrigation _____ Drinking _____ Other X - used for livestock

Location of Well: _____

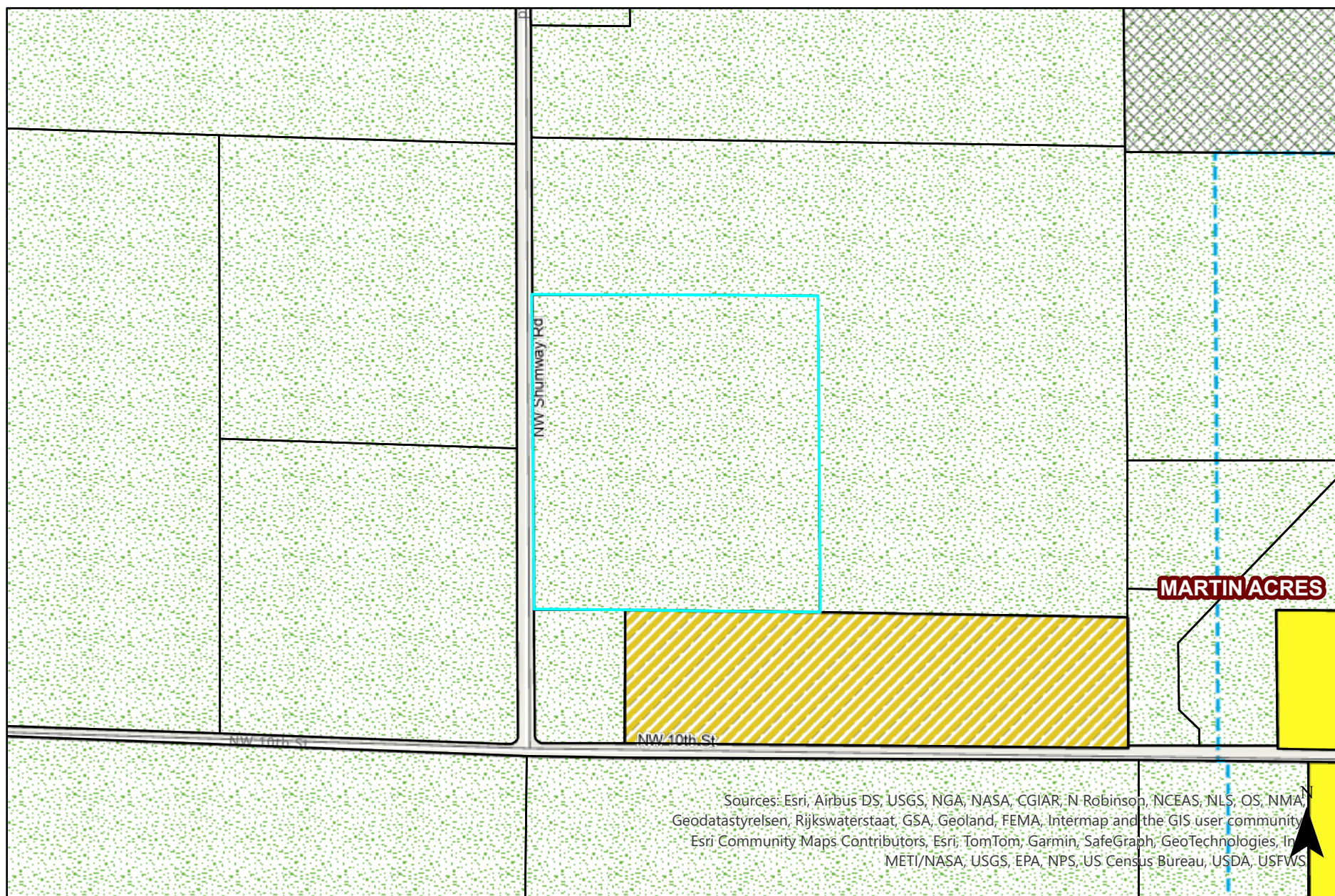
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES X NO _____

If yes, what type? Septic _____ Lagoon X

Location of Lagoon/Septic Access: _____

Authorizes	
<u>Jason Flores</u>	<u>06/06/2024</u>
Owner/Seller	Date
<u>Jason Flores</u>	<u>6-19-24</u>
Owner/Seller	Date
_____ Buyer	_____ Date
_____ Buyer	_____ Date

1316 NW Shumway Rd., El Dorado, KS 67042 - Zoning AG-40



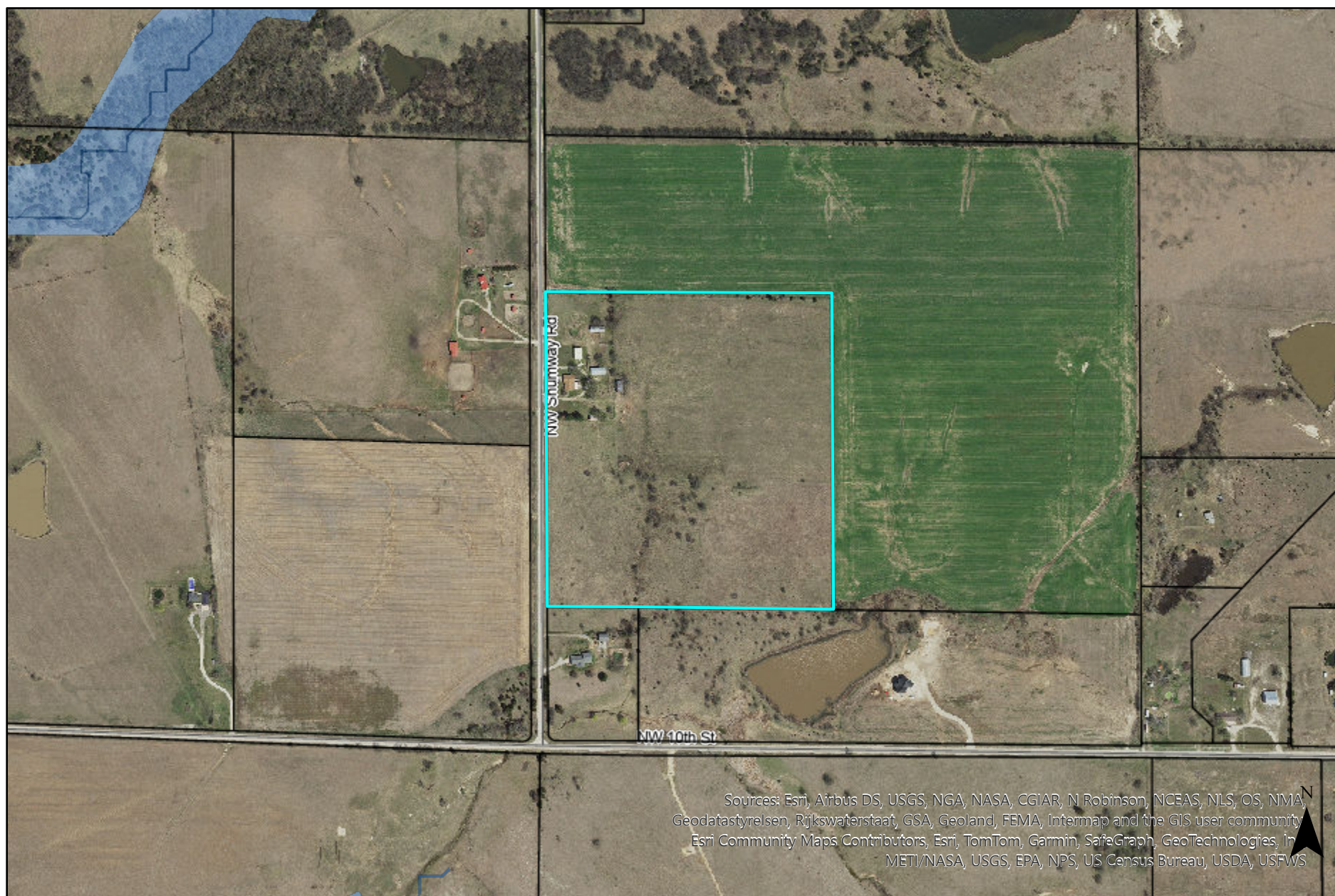
Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- | | | |
|--|---|--|
| <p>Parcels_Data_BldgLL_Condos</p> <p>RoadCenterline</p> <p>ROAD_TYPE</p> <p>CITY</p> | <p>COUNTY ASPHALT</p> <p>COUNTY GRAVEL</p> <p>KANSAS TURNPIKE</p> <p>PAPER</p> <p>PRIVATE</p> | <p>STATE HWY</p> <p>TOWNSHIP</p> <p>US HWY</p> <p><all other values></p> <p>Municipal Boundaries</p> |
|--|---|--|

- Rural Zoning Districts
- ZONE
- Updates in Progress
- AG-40 Agricultural District - 40

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

1316 NW Shumway Rd., El Dorado, KS 67042 - Flood



Parcel_Data_BldgLL_Condo

Advisory Floodplains

0.2% Annual Chance (500-year) Floodplain

1% Annual Chance (100-year) Floodplains with Depths Less than 1 foot

Future 1% Annual Chance (100-year) Floodplain

Levee Failure Inundation Area (100-year)

Special Flood Hazard Area

AO

AH

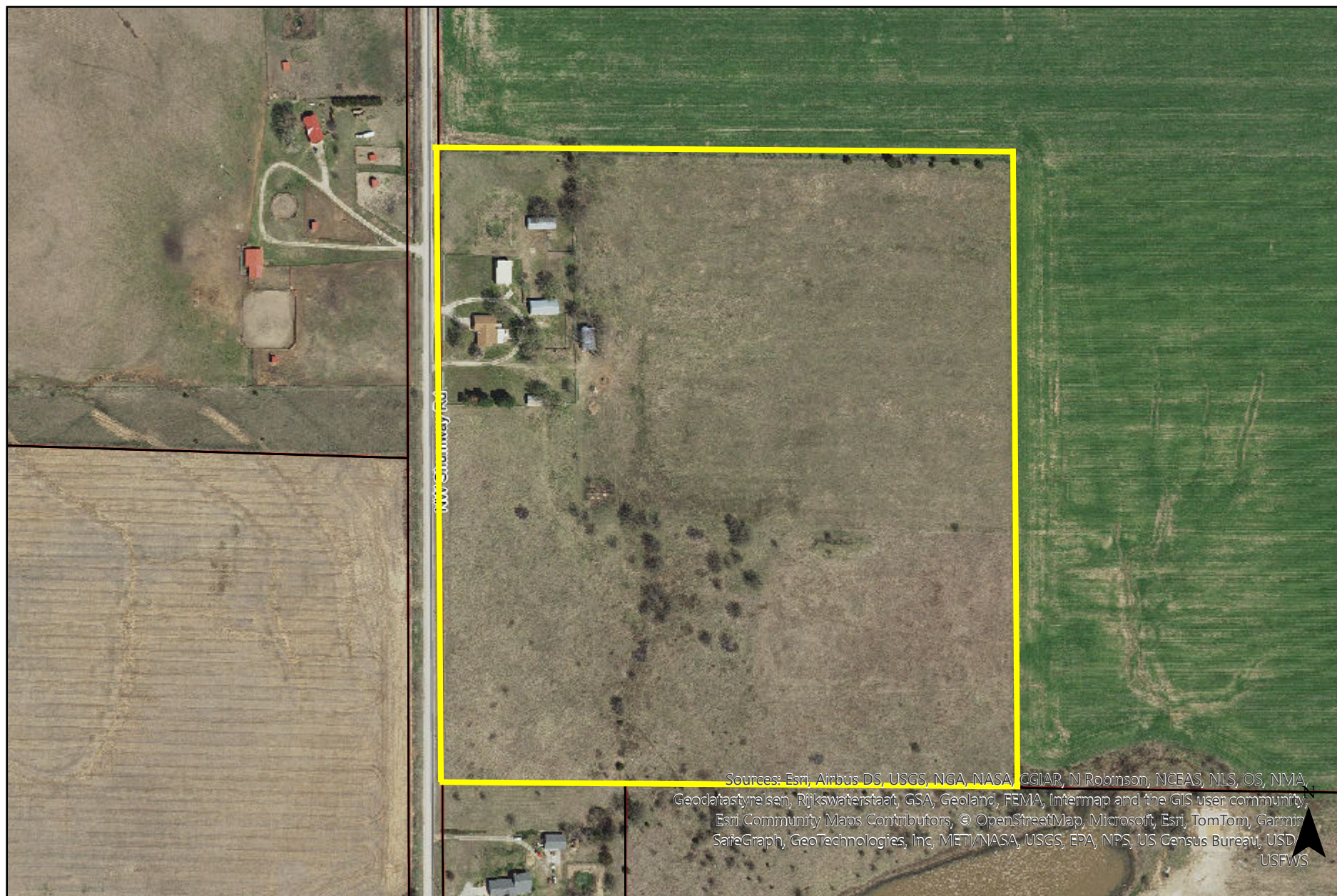
AE, FLOODWAY

AE

A

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

1316 NW Shumway Rd., El Dorado, KS 67042 - Aerial



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USD, USFWS

- Parcel Data
- BLDG LL
- Subdivisions
- Cemetery_Plots

- RoadCenterline**
ROAD_TYPE
- CITY
 - COUNTY ASPHALT

- COUNTY GRAVEL
- KANSAS TURNPIKE
- PAPER
- PRIVATE
- STATE HWY

- TOWNSHIP
- US HWY
- <all other values>

- Parcel_Lines**
SYMBOL
- Contiguous Lot and Parcel Lines
 - Contiguous Parcel Lines

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

Revision of Survey Recorded in Book 2024, Page 2763
ate of Lot Split Survey for Charles P. Flores & C. Charlotte Flores
Revocable Trust under agreement dated October 5, 2007
Part of SW $\frac{1}{4}$, Section 25, Twp. 25 South, Range 4 East
Butler County, Kansas

Tract 1: That part of the Southwest Quarter (SW4) of Section 25, Township 25 South, Range 4 East of the 6th P.M., Butler County, Kansas, as prepared by Roger L. Cutsinger, P.S. 805, of BHC, CLS 175, on February 20, 2024, and described as follows: Beginning at a point on the West line of said SW4, said point being 1420.68 feet North of the Southwest Corner of said SW4; thence N01°14'17"W along the West line of said SW4, 546.66 feet; thence S89°52'15"E, 797.23 feet; thence S01°14'17"E parallel with the West line of said SW4, 546.66 feet; thence N89°52'15"W, 797.23 feet to the Point of Beginning, containing 10 acres more or less.

Tract 2: That part of the Southwest Quarter (SW4) of Section 25, Township 25 South, Range 4 East of the 6th P.M., Butler County, Kansas, as prepared by Roger L. Cutsinger, P.S. 805, of BHC, CLS 175, on February 20, 2024, and described as follows: Beginning at a point on the West line of said SW4, said point being 600.00 feet North of the Southwest Corner of said SW4; thence N01°14'17"W along the West line of said SW4, 820.67 feet; thence S89°52'15"E, 797.23 feet; thence N01°14'17"W parallel with the West line of said SW4, 546.66 feet; thence S89°52'15"E, 480.99 feet; thence S01°14'56"E, 1359.72 feet; thence S89°47'17"W, 1278.32 feet to the Point of Beginning, containing 30 acres more or less.

State of Kansas)
) SS
Butler County)

I, Roger L. Cutsinger, a Professional Land Surveyor in the State of Kansas, do hereby certify that I prepared this Certificate of Survey in said County and State.

June 18, 2024

Roger L. Cutsinger
Roger L. Cutsinger P.S.805



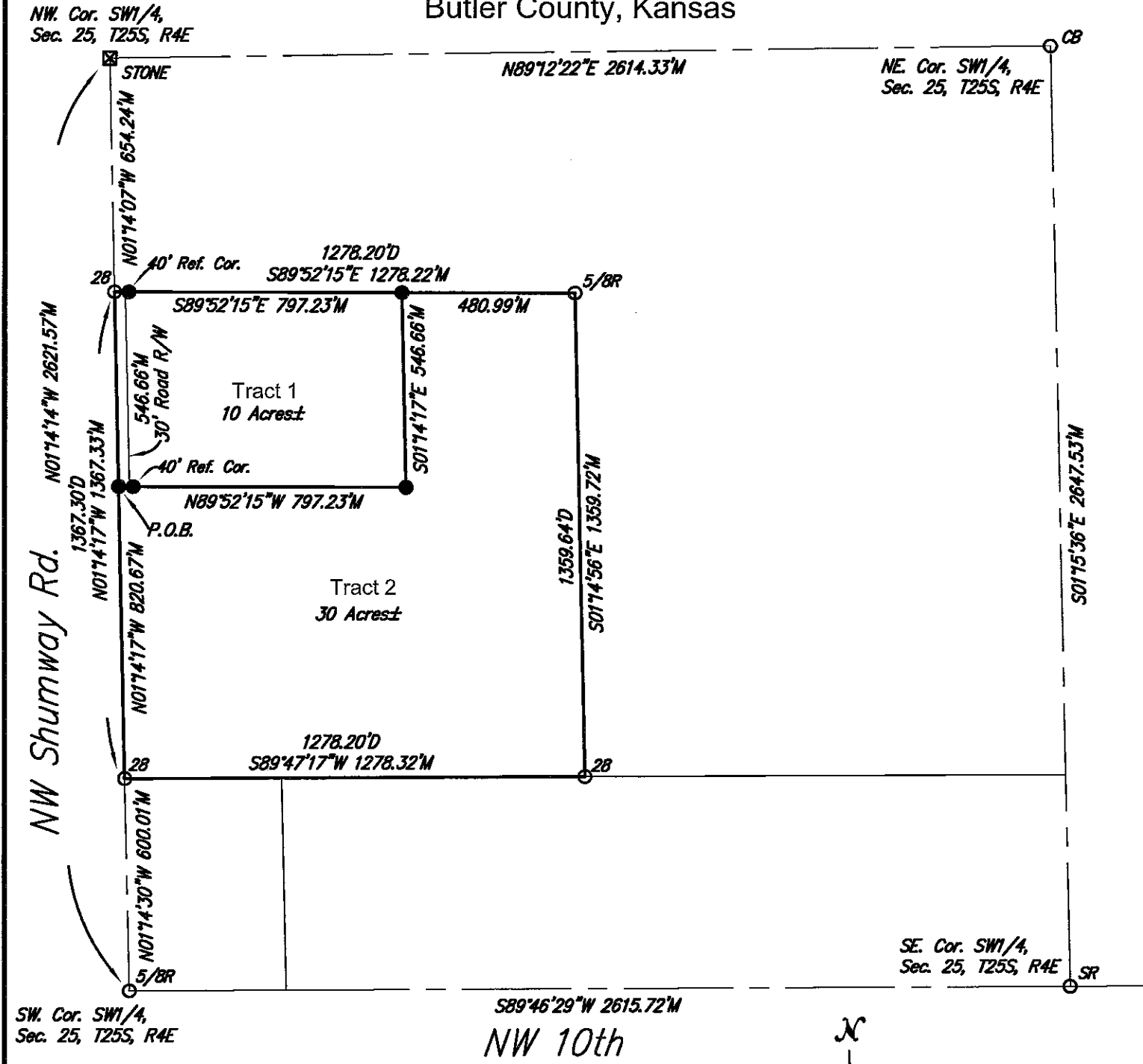
State of Kansas)
) SS
Butler County)

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2024.

Michael Work P.S. 1160

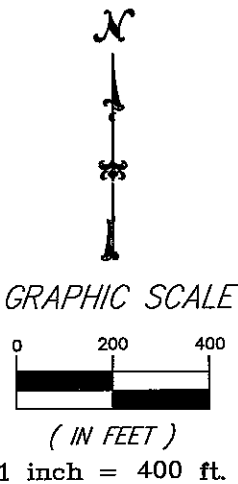
Sheet:	J.W.H.	Project:	Client:	 CIVIL ENGINEERING / SURVEYING / UTILITIES 120 N. Main, Suite 3, El dorado, KS 67042 Phone: (316) 452-5552
1	Revised By:	Lot Split Survey	Collette Greene	
OF	Project: 041690.00.01	Part of SW1/4, Sec. 25, T25S, R4E	759 NE State Rd.	
2	Field Date: 2/20/2024	Butler County, KS	El Dorado, KS 67042	
	Issue Date: 6/18/2024		Ph: 620-255-9735	

Revision of Survey Recorded in Book 2024, Page 2763
Certificate of Lot Split Survey for Charles P. Flores & C. Charlotte Flores
Revocable Trust under agreement dated October 5, 2007
Part of SW1/4, Section 25, Twp. 25 South, Range 4 East
Butler County, Kansas



LEGEND
M = Measured
D = Described

- STONE SECTIONAL CORNER (FOUND)
- CB CONCRETE BLOCK (FOUND)
- SR 5/8" SUCKER ROD (FOUND)
- 5/8" 5/8" BAR (FOUND)
- 28 1/2" REBAR W/LS 28 CAP (FOUND)
- 1/2" x 24" REBAR W/BHC CAP (SET)

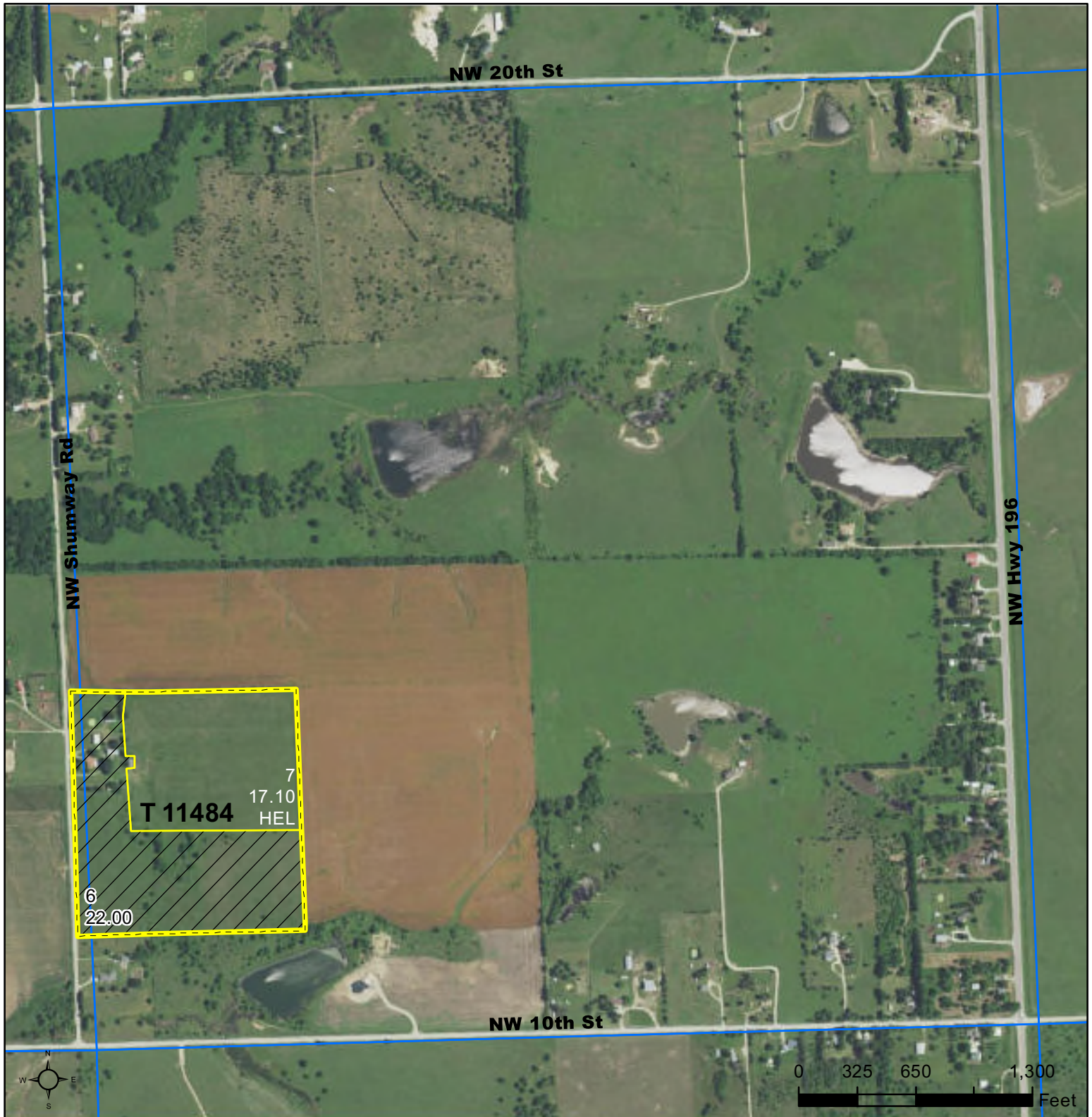


Sheet:	J.W.H.	Project:	Client:	 CIVIL ENGINEERING / SURVEYING / UTILITIES 120 N. Main, Suite 3, El dorado, KS 67042 Phone: (316) 452-5552
2	Revised By:	Lot Split Survey	Charles & Charlotte Flores	
OF	Project: 041690.00.01	Part of SW1/4, Sec. 25, T25S, R4E	759 NE State Rd. 177	
2	Field Date: 2/20/2024	Butler County, KS	El Dorado, KS 67042	
	Issue Date: 6/18/2024		Ph: 620-255-9735	



United States
Department of
Agriculture

Butler County, Kansas



Common Land Unit

	Tract Boundary
	PLSS
	Non-Cropland
	Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 6/ Grass SMO, NI, FG |
| 2/ All Sorghum GRS, NI, GR | 7/ Alfalfa, NI, FG |
| 3/ All Corn YEL, NI GR | 8/ Sorghum Forage Cane, NI, FG |
| 4/ All Soybeans COM, NI, GR | 9/ Cotton, Upland, NI, GR |
| 5/ Grass NAG, NI, GZ | 10/ Grass NAG, NI, LS |

Tract Cropland Total: 17.10 acres

2024 Program Year

Map Created October 28, 2023

Farm **8023**
Tract **11484**

25-25-4

Displayed over 2021 NAIP

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

KANSAS
BUTLER

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 8023

Prepared : 8/8/24 11:18 AM CST

Crop Year : 2024

Operator Name : CHARLES P FLORES
CRP Contract Number(s) : None
Recon ID : 20-015-2011-118
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
39.10	17.10	17.10	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	17.10	0.00			0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT, SORGH

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	6.00	0.00	31	
Grain Sorghum	10.80	0.00	46	
TOTAL	16.80	0.00		

NOTES

Tract Number : 11484

Description : 39A tr SW/4 25-25-4
FSA Physical Location : KANSAS/BUTLER
ANSI Physical Location : KANSAS/BUTLER
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : CHARLES P FLORES
Other Producers : None
Recon ID : 20-015-2011-117

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
39.10	17.10	17.10	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 11484 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	17.10	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	6.00	0.00	31
Grain Sorghum	10.80	0.00	46
TOTAL	16.80	0.00	

NOTES

--

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

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.
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.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

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*)

