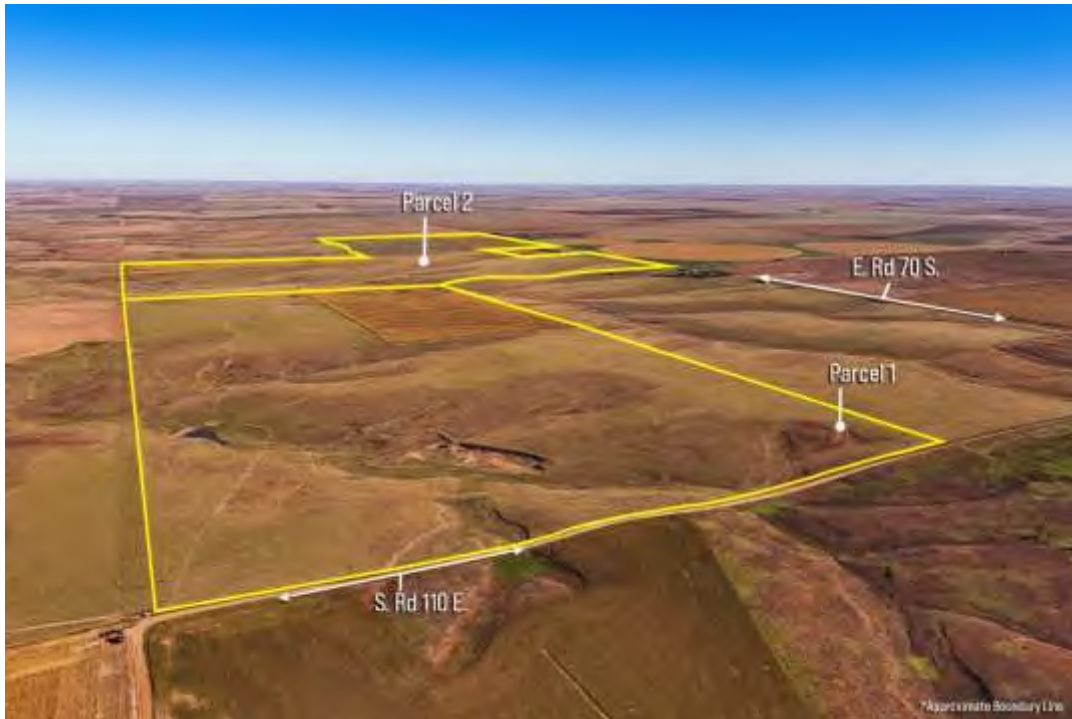




Offered Separately

Parcel 1 / Section 16 – 314± Acres, Sheridan County

Parcel 2 / Section 15 – 434± Acres, Sheridan County

AUCTION BIDDING OPENS: Tues, Dec 2nd @ 2:00 PM

BIDDING CLOSING: Wed, Dec 17th @ 2:00 & 2:10 PM



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TERMS AND CONDITIONS
SELLER'S PROPERTY DISCLOSURES
WATER WELL ORDINANCE
SOIL MAP
FLOOD & WETLANDS MAP
AERIAL MAP
EASEMENTS – RURAL TELEPHONE
BRRETA DISCLOSURE
GUIDE TO AUCTION COSTS

STANDARD



MLS # 664470
Class Land
Property Type Farm
County Sheridan
Area SCKMLS
Address 0000 E Rd 60 S.
Address 2 Parcel 1 - Section 16 - 314± Acres
City Hoxie
State KS
Zip 67740
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0



GENERAL

List Agent Curtis Marshall - CELL: 785-826-0824
List Office McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent Isaac Klingman
Co-List Office McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Showing Phone 316-867-3600
Zoning Usage Agriculture
Parcel ID 0902051600000001000
Number of Acres 314.62
Price Per Acre 0.00
Lot Size/SqFt 13,677,840
School District Hoxie Community Schools (USD 412)
Elementary School Other
Middle School Other
High School Other
Subdivision NONE LISTED ON TAX RECORD
Legal Abbreviated boundary description: S16, T09, R26w, 6TH PRINCIPAL MERIDIAN, ACRES 314.62, N2 LESS ROW
Original Price \$0
CRP Years Left
CRP Acres 0
Virtual Tour 2 Label
Virtual Tour 4 Label
Owner Name
Number of Water Wells 2
Sign On Property YN Y
Range 26W
Level of Service Full Service
On Market Date
Doc Manager 0
Geocode Quality Manually Placed Pin
Price Per SQFT
Mapping
Township 09
Update Date 11/6/2025 9:16 AM
Unique Property Identifier
Showing Start Date
Floor Plans Update Date

List Date 10/21/2025
Realtor.com Y/N Yes
Display on Public Websites Yes
Display Address Yes
VOW: Allow AVM Yes
VOW: Allow 3rd Party Comm No
Virtual Tour Y/N
Days On Market 16
Cumulative DOM 16
Cumulative DOMLS
Input Date 11/6/2025 9:16 AM
Update Date 11/6/2025
Off Market Date
Status Date 11/6/2025
HotSheet Date 11/6/2025
Price Date 11/6/2025
Apx Crop Acres 76.37
CRP Lease Amount
Term of Lease
Virtual Tour 3 Label
Previous Status
Owner Name 2
FIPS Code
Taxes TBD No
Section 16
Great Plains Navica
COO Date
Listing Visibility Type MLS Listing
Picture Count 36
Sold Price Per SQFT
Tax ID
Input Date 11/6/2025 9:16 AM
RESO Universal Property Identifier
Floor Plans Count 0

DIRECTIONS

Directions From Hwy 24 and 140 E Rd intersection - 5 miles South to 406, then 2 miles West to property.

FEATURES

SHAPE / LOCATION	DOCUMENTS ON FILE	AGENT TYPE	IRRIGATION
Rectangular	Aerial Photos	Sellers Agent	No
TOPOGRAPHIC		OWNERSHIP	MINERALS
Rolling	Documents Online Sellers Prop. Disclosure	Individual	Rights Included

FEATURES

PRESENT USAGE	Topographical Map	TYPE OF LISTING	OTHER LEASES
Pasture	FLOOD INSURANCE	Excl Right w/o Reserve	None
Tillable	Unknown	BUILDER OPTIONS	PONDS
ROAD FRONTAGE	SALE OPTIONS	Open Builder	1-4
Dirt	Other/See Remarks	AG CLASS	PROPERTY USE
UTILITIES AVAILABLE	EXISTING FINANCING	Class II	Agricultural
Private Water	Other/See Remarks	Class III	Farm
IMPROVEMENTS	PROPOSED FINANCING	Class VI	Grain
None	Other/See Remarks	CROPS	Livestock
OUTBUILDINGS	POSSESSION	Corn	Pasture
None	At Closing	FARM TYPE	RESTRICTIONS / EASEMENTS
MISCELLANEOUS FEATURES	SHOWING INSTRUCTIONS	Beef	Easement/Right of Way
Mineral Rights Included	Call List Agent/Office	Livestock	TERRAIN
Other/See Remarks	LOCKBOX	FENCING	Native Grass
	None	Barbed Wire	Rolling

FINANCIAL

Assumable Y/N	No
General Taxes	\$851.07
General Tax Year	2024
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Decatur County Title

PUBLIC REMARKS

Public Remarks	Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, Dec 2nd, 2025 at 2:00 PM (CST) BIDDING CLOSING: Wednesday, Dec 17th, 2025 at 2:00 PM (CST). Bidding will remain open on this property until 1 minute has passed without receiving a bid. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! What a rare opportunity to acquire 314± acres of well-balanced pasture and tillable land in Southeastern Sheridan County, Kansas. Located approximately 13 miles southeast of Hoxie, this property offers the perfect combination of grazing land and crop production potential in the High Plains. This N/2 of Section 16, Township 9, Range 26 West features excellent infrastructure for livestock operations. The property is fully fenced and boasts dual road frontage on both S 110 Rd and S 120 Rd E, providing convenient access and flexibility. The rolling topography with natural draws creates ideal habitat and grazing conditions. The property also features two windmill water wells strategically positioned—one on the far east side and one on the northwest corner of the property—providing reliable water distribution across the pasture. A wet weather pond offers additional seasonal water availability. The 232 acres of quality grassland will be available for immediate possession at closing, allowing you to put this property to work right away. The tillable ground consists of approximately 74 acres currently under a cash rent lease through March 1, 2028, providing established income while you plan your operation. This is an outstanding opportunity for ranchers looking to expand their grazing operation or investors seeking quality Kansas land with immediate income potential and long-term flexibility. Features: • 314± acres in Sheridan County o N/2 of S16, T9, R26W • Approximately 232 acres of pasture (immediate possession) • Approximately 74 acres tillable land (cash rent lease through 3/1/2028) • Road frontage on S 110 Rd and S 120 Rd E • Two windmill water wells (east and northwest locations) • Wet weather pond • Fully fenced perimeter • Rolling topography with • Located 13 miles SE of Hoxie • 5 miles south of HWY 24 and 12 miles east of HWY 23 Whether you are looking to grow your or invést in Kansas land this is your chance, do not miss it! *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 & is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller’s agents. Full auction terms & conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer’s premium (\$2,500.00 minimum) added to the final bid. 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 \$35,000 for a 30 day closing or \$45,000 for a 45 day closing.
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MARKETING REMARKS

Marketing Remarks

PRIVATE REMARKS

Private Remarks	Property offered at ONLINE ONLY auction. 10% Buyer's Premium will be added to the final bid. BIDDING OPENS: Tuesday, Dec 2nd, 2025 at 2:00 PM (CST) BIDDING CLOSING: Wednesday Dec 17th, 2025 at 2:00 PM (CST) Bidding will remain open on this property until 1 minute has passed without receiving a bid.
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AUCTION

Type of Auction Sale	Reserve
Method of Auction	Online Only
Auction Location	www.mccurdy.com
Auction Offering	Real Estate Only
Auction Date	12/2/2025
Auction Start Time	2:00 PM
Auction End Date	12/17/2025

Auction End Time 2:00 PM
Broker Registration Req Yes
Broker Reg Deadline 1 day prior to close date
Buyer Premium Y/N Yes
Premium Amount 0.10
Earnest Money Y/N Yes
Earnest Amount %/\$ 35,000.00

2 - Open/Preview Date
2 - Open Start Time
2 - Open End Time
3 - Open for Preview
3 - Open/Preview Date
3 - Open Start Time
3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

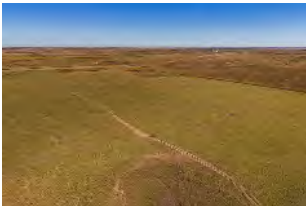
Personal Property

SOLD

How Sold
Sale Price
Net Sold Price
Pending Date
Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N

Selling Agent
Co-Selling Agent
Selling Office
Co-Selling Office
Appraiser Name
Non-Mbr Appr Name

ADDITIONAL PICTURES





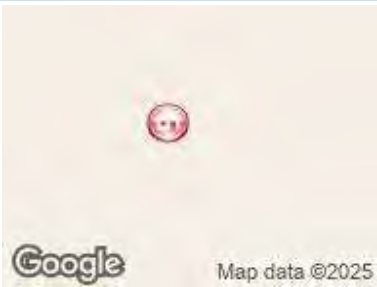
DISCLAIMER

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 2025 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

STANDARD



MLS # 664469
Class Land
Property Type Farm
County Sheridan
Area SCKMLS
Address 0000 E Rd 60 S
Address 2 Parcel 2 - Section 15 - 434± Acres
City Hoxie
State KS
Zip 67740
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0



GENERAL

List Agent Curtis Marshall - CELL: 785-826-0824
List Office McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent Isaac Klingman
Co-List Office McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Showing Phone 316-867-3600
Zoning Usage Agriculture
Parcel ID 0902051500000002000
Number of Acres 434.39
Price Per Acre 0.00
Lot Size/SqFt 18,922,028
School District Hoxie Community Schools (USD 412)
Elementary School Other
Middle School Other
High School Other
Subdivision NONE LISTED ON TAX RECORD
Legal Abbreviated: S15, T09, R26W, 6TH PRINCIPAL MERIDIAN, ACRES 434.39, NW4 , & S2 LESS SE4SW4 & RD R/W

Original Price \$0
CRP Years Left
CRP Acres 0
Virtual Tour 2 Label
Virtual Tour 4 Label
Owner Name
Number of Water Wells 0
Sign On Property YN Y
Range 26W
Level of Service Full Service
On Market Date
Doc Manager 0
Geocode Quality Manually Placed Pin
Price Per SQFT
Mapping
Township 09
Update Date 11/6/2025 9:01 AM
Unique Property Identifier
Showing Start Date
Floor Plans Update Date

List Date 10/21/2025
Realtor.com Y/N Yes
Display on Public Websites Yes
Display Address Yes
VOW: Allow AVM Yes
VOW: Allow 3rd Party Comm No
Virtual Tour Y/N
Days On Market 16
Cumulative DOM 16
Cumulative DOMLS
Input Date 11/6/2025 9:01 AM
Update Date 11/6/2025
Off Market Date
Status Date 11/6/2025
HotSheet Date 11/6/2025
Price Date 11/6/2025
Apx Crop Acres 136
CRP Lease Amount
Term of Lease
Virtual Tour 3 Label
Previous Status
Owner Name 2
FIPS Code
Taxes TBD No
Section 15
Great Plains Navica
COO Date
Listing Visibility Type MLS Listing
Picture Count 36
Sold Price Per SQFT
Tax ID
Input Date 11/6/2025 9:01 AM
RESO Universal Property Identifier
Floor Plans Count 0

DIRECTIONS

Directions From Hwy 24 and 140 E Rd intersection - 5 miles South to 406, then 2 miles West to property.

FEATURES

SHAPE / LOCATION
Irregular
TOPOGRAPHIC
Rolling

DOCUMENTS ON FILE
Aerial Photos
Documents Online
Sellers Prop. Disclosure

AGENT TYPE
Sellers Agent
OWNERSHIP
Individual

IRRIGATION
No
MINERALS
Rights Included

FEATURES

PRESENT USAGE	Topographical Map	TYPE OF LISTING	OTHER LEASES
Pasture	Rights of Way	Excl Right w/o Reserve	None
Tillable	FLOOD INSURANCE	BUILDER OPTIONS	PONDS
ROAD FRONTAGE	Unknown	Open Builder	None
Dirt	SALE OPTIONS	AG CLASS	PROPERTY USE
UTILITIES AVAILABLE	Other/See Remarks	Class II	Agricultural
Unknown	EXISTING FINANCING	Class III	Grain
IMPROVEMENTS	Other/See Remarks	Class VI	Livestock
None	PROPOSED FINANCING	CROPS	Pasture
OUTBUILDINGS	Other/See Remarks	Corn	RESTRICTIONS / EASEMENTS
Equipment Barn	POSSESSION	FARM TYPE	Easement/Right of Way
MISCELLANEOUS FEATURES	At Closing	Beef	TERRAIN
Mineral Rights Included	SHOWING INSTRUCTIONS	Livestock	Native Grass
Other/See Remarks	Call List Agent/Office	FENCING	Rolling
	LOCKBOX	Barbed Wire	
	None		

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,861.20
General Tax Year	2024
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Decatur County Title

PUBLIC REMARKS

Public Remarks	Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, Dec 2nd, 2025 at 2:00 PM (cst) BIDDING CLOSING: Wednesday Dec 17th, 2025 at 2:10 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! Presenting a land buying opportunity of 434± acres, offering an ideal balance of productive pasture and tillable farmland in Southeastern Sheridan County, Kansas. This versatile tract, located in Section 15, Township 9, Range 26 West, represents a rare large land offering in the area and provides multiple income streams and operational flexibility. The property features outstanding access with road frontage on three county roads: County Rd 406, S 120 Rd E, and S 130 Rd E. A significant highlight is the approximately 40x48 storage shed equipped with sliding doors, providing excellent equipment storage and operational support. The Southwest Fork of County Line Creek meanders through the northwest portion of the property, adding scenic beauty. With approximately 295 acres of quality grassland available for immediate possession at closing, livestock operators can begin utilizing this property right away. The pasture is fully fenced with two sections thoughtfully divided by the tillable acreage, offering flexible management options for rotational grazing or separate livestock groups. The tillable component consists of approximately 138 acres currently under a cash rent lease through March 1, 2028, generating established income. This combination of immediate-use pasture and income-producing cropland makes this property an outstanding investment for those looking to expand their agricultural operation or diversify their land portfolio in prime Kansas cattle country. Features: • 434± acres in Sheridan County o S15, T9, R26W • 295 acres of pasture (immediate possession) • Approximately 138 acres tillable land (cash rent lease through 3/1/2028) • Road on County Rd 406, S 120 Rd E, and S 130 Rd E • 40x48± storage shed with sliding doors • Southwest Fork of County Line Creek through NW portion • Fully fenced pasture in two sections divided by tillable land • Rolling topography • Located 13 miles SE of miles south of HWY 24 and 12 miles east of HWY 23 Do not miss out on this land buying opportunity! *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 & is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller’s agents. Full auction terms & conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer’s premium (\$2,500.00 minimum) added to the final bid. 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 \$40,000 for a 30 day closing and \$50,000 for a 45 day closing.
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MARKETING REMARKS

Marketing Remarks

PRIVATE REMARKS

Private Remarks	Property offered at ONLINE ONLY auction. 10% Buyer's Premium will be added to the final bid. BIDDING OPENS: Tuesday, Dec 2nd, 2025 at 2 PM (CST) BIDDING CLOSING: Wednesday, Dec 17th, 2025 at 2:10 PM (CST) Bidding will remain open on this property until 1 minute has passed without receiving a bid. The current water for this property is provided by well located on the neighboring property owner. This source of water will not be guaranteed or transfer to the new buyer, the buyer will be responsible for drilling a new well.
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AUCTION

Type of Auction Sale	Reserve
Method of Auction	Online Only
Auction Location	www.mccurdy.com
Auction Offering	Real Estate Only

Auction Date 12/2/2025
Auction Start Time 2:00 PM
Auction End Date 12/17/2025
Auction End Time 2:10 PM
Broker Registration Req Yes
Broker Reg Deadline 1 day prior to auction
Buyer Premium Y/N Yes
Premium Amount 0.10
Earnest Money Y/N Yes
Earnest Amount %/\$ 40,000.00

1 - Open Start Time
1 - Open End Time
2 - Open for Preview
2 - Open/Preview Date
2 - Open Start Time
2 - Open End Time
3 - Open for Preview
3 - Open/Preview Date
3 - Open Start Time
3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions.

PERSONAL PROPERTY

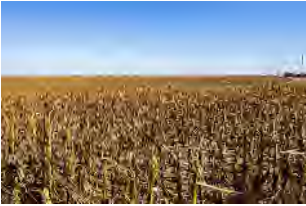
Personal Property

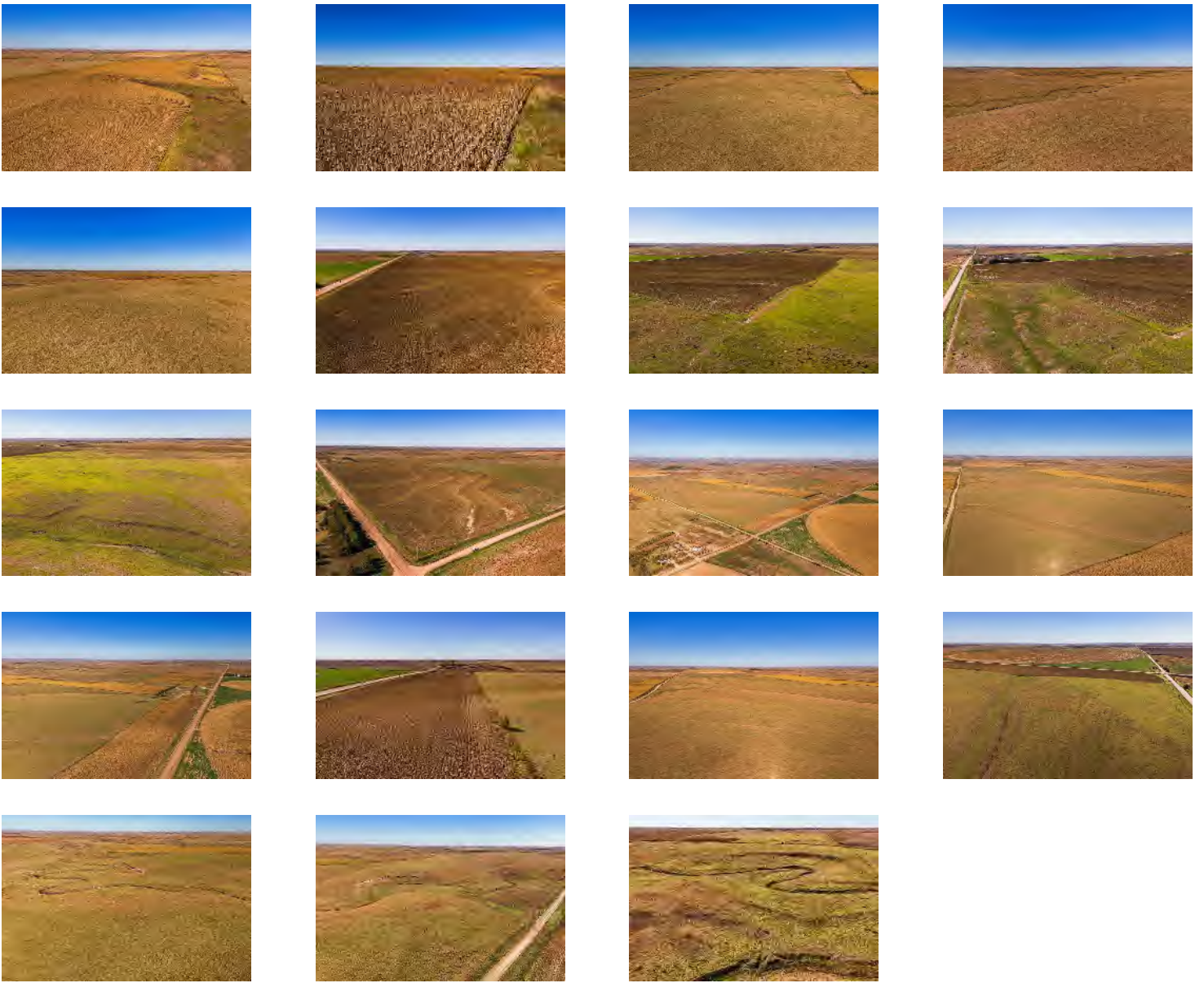
SOLD

How Sold
Sale Price
Net Sold Price
Pending Date
Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N

Selling Agent
Co-Selling Agent
Selling Office
Co-Selling Office
Appraiser Name
Non-Mbr Appr Name

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 2025 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

TERMS AND CONDITIONS

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

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. 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. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; easements; covenants; 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 had an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. 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.
5. There will be a 10% buyer's premium (\$2,500.00 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.
6. The Real Estate is not offered contingent upon financing or appraisal.
7. 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, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. 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.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. 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.
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. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
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 voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
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 Real Estate 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 reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
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. 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 account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.

21. 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 nor 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.
22. The ability to "pre-bid" or to place 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 that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. 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. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. 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.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. 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.
30. 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.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth 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.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 748+/- Acres In Sheridan County - Studley, KS 67740

Seller: Barbara Sample

Date of Purchase:

Property currently zoned as:

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

☐ None ☐ Does Not Transfer ☒ Working ☐ Not Working ☐ Don't Know

Well/Pump 2 solar wells

Drinking _____ Irrigation _____

Location Section 16

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 \$ _____

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Cistern _____

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Other _____

Comments: _____

DRAINAGE/SEWAGE SYSTEMS

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Sewer Lines _____

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Septic/Laterals _____

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Lagoon _____

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Tank Size _____ Location _____

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Feet of Laterals _____

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Other _____

☐ None ☐ Does Not Transfer ☐ Working ☐ Not Working ☐ Don't Know

Other _____

Comments: _____

Seller's Initials

BJS

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: Solar panels on section 16
 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? _____
 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 Comments: _____
 83 _____
 84 _____

Seller's Initials BJS

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: _____

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: _____

Seller Owns:

Mineral Rights:
☐ _____ % 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: NO
 Crops planted at the time of sale:
☐ _____ pass with the land to the Buyer _____ remain with the Seller
☐ _____ none _____ negotiable
☒ Other (please describe): Cash rent

Seller's Initials

DJS

Buyer's Initials

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

Water Rights:

100 pass with the land to the Buyer - Permit # _____

_____ 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.

x Barbara Sample 10/21/2025

Seller Barbara Sample Date Seller Date

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.

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

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form or that its use is appropriate for all situations. Copyright 2022.

Seller's Initials BPS

Buyer's Initials _____



Property Address: 748+/- Acres In Sheridan County - Studley, KS 67740 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

Occupancy: ☒ Tenant-Occupied ☐ Owner-Occupied ☐ Vacant

Lease information (if applicable):

Written Lease: ☒ Yes ☐ No

Term of Lease: ☐ Month-to-Month ☒ Fixed Expiration Date (Please provide date): 3-1-28

Rent Amount: _____ Tenant current on rent: ☐ Yes ☐ No

Deposit Amount: _____

Appliances Transferring with the Real Estate:

Refrigerator: ☐ Yes ☒ No ☐ None/Unknown

Stove/Oven: ☐ Yes ☒ No ☐ None/Unknown

Dishwasher: ☐ Yes ☒ No ☐ None/Unknown

Microwave: ☐ Yes ☒ No ☐ None/Unknown

Washer: ☐ Yes ☒ No ☐ None/Unknown

Dryer: ☐ Yes ☒ No ☐ None/Unknown

Utilities: NA

Utility Provider/Company

Utility On or Off

Utility Paid By

Electric: _____

☐ On ☐ Off

☐ Tenant ☐ Owner

Water/Sewer: _____

☐ On ☐ Off

☐ Tenant ☐ Owner

Gas: _____

☐ On ☐ Off

☐ Tenant ☐ Owner

Propane: _____

☐ On ☐ Off

☐ Tenant ☐ Owner

Propane tank information (if applicable): ☐ Owned ☐ Leased

If leased, please provide company name and monthly lease amount: _____

Other Utility: _____

☐ On ☐ Off

☐ Tenant ☐ Owner

Have any utility meters been removed? ☐ Yes ☐ No ☐ Unknown

If yes, please provide details including type of meter and applicable address or unit:

Code Violations:

NA

Does the property have any code violations? ☐ Yes ☐ No ☐ Unknown

If yes, please provide details: _____

Special Assessments or Fees:

NA

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: _____

Homeowners Association:

NA

Is the property subject to HOA fees? ☐ Yes ☒ No ☐ Unknown

Dues Amount: _____ ☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: _____

Property Disclosures:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.) (if none, write "none")?

NONE

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"):

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

SELLER:

X Barbara Sample 10-21-2025
Signature Date

Barbara Sample
Print

Title Company

Signature Date

Print

Title 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 review the above-provided information and to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer has either reviewed the above-provided information and performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Signature Date



McCurdy
REAL ESTATE & AUCTION

WATER WELL INSPECTION REQUIREMENTS

Property Address: 748+/- Acres In Sheridan County - Studley, KS 67740

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 X on Section 15

If yes, what type? Irrigation _____ Drinking _____ Other X Stock tank

Location of Well: Section 16

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

X Barbara Sample
Owner/Seller Barbara Sample

10-21-2025
Date

Owner/Seller

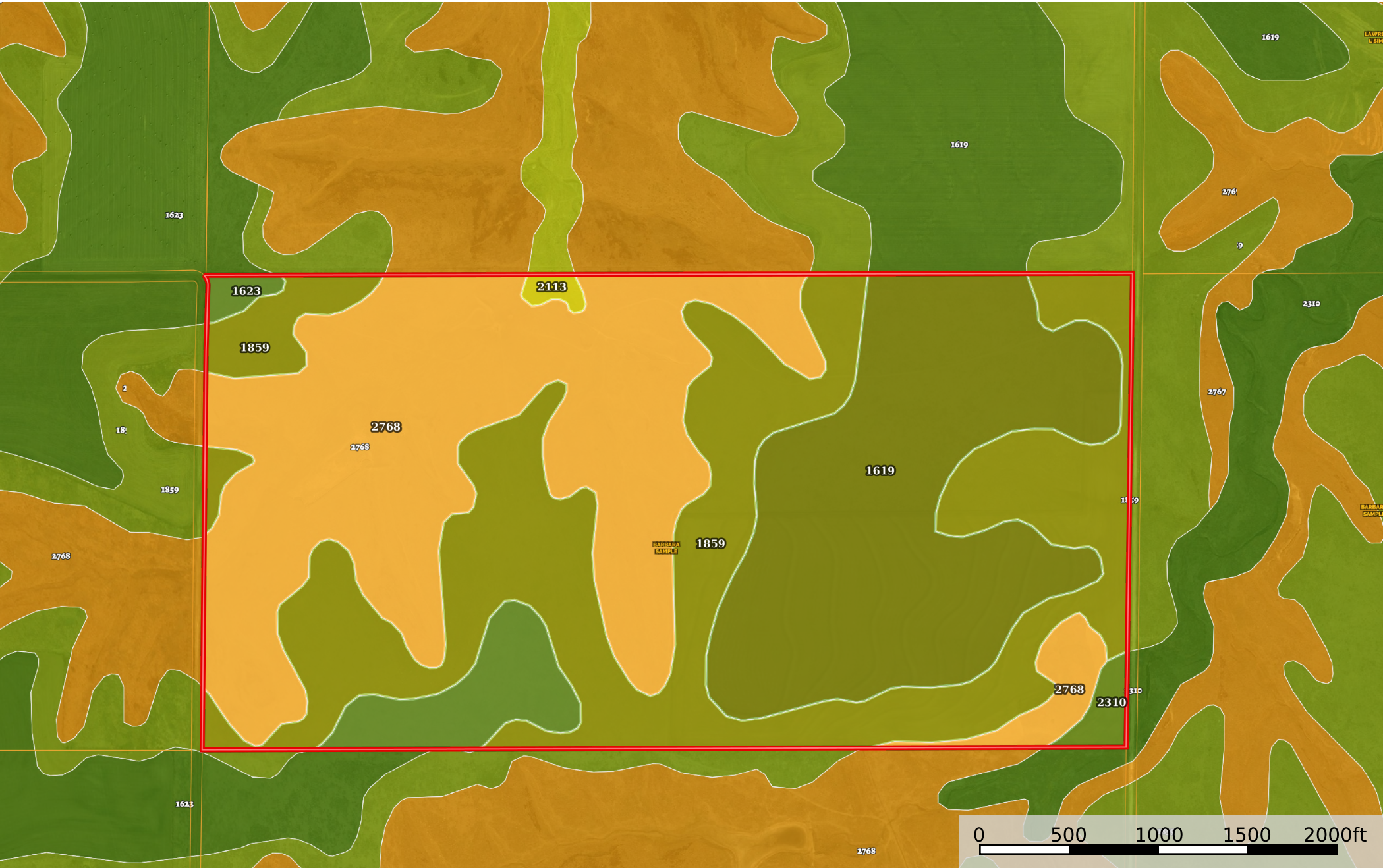
Date

Buyer

Date

Buyer

Date



 Boundary

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
1859	Ulysses silt loam, 3 to 6 percent slopes	108.19	34.43	0	49	3e
2768	Penden-Ulysses complex, 7 to 15 percent slopes	108.03	34.38	0	61	6e
1619	Keith silt loam, 0 to 1 percent slopes	79.37	25.26	0	60	2c
1623	Keith silt loam, 1 to 3 percent slopes, south	14.69	4.67	0	67	2e
2310	Bridgeport silt loam, rarely flooded	2.68	0.85	0	67	2c
2113	Inavale loamy sand, occasionally flooded	1.26	0.4	0	22	4e
TOTALS		314.22(*)	100%	-	56.79	3.73

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

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

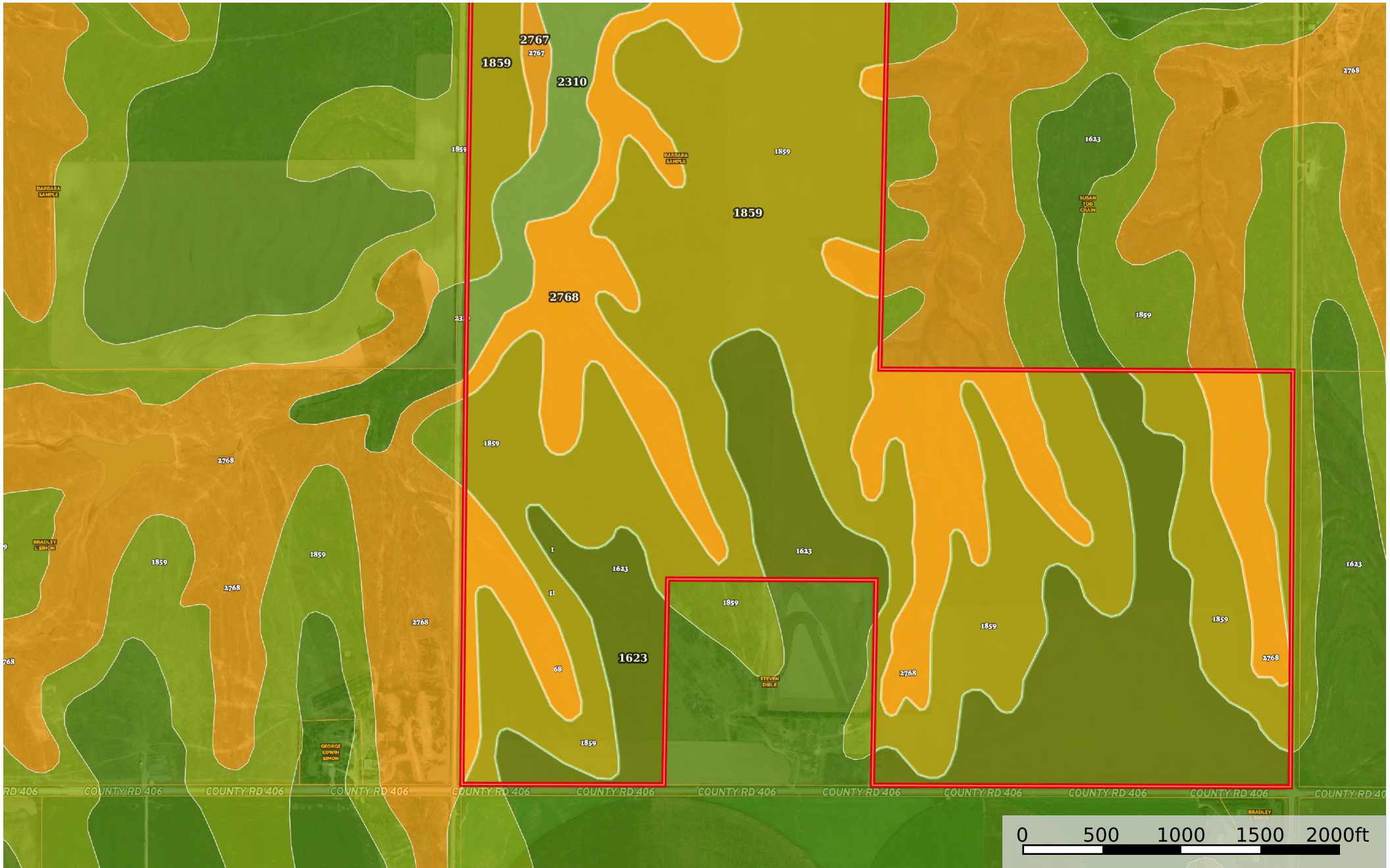
Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

Aerial - 314+/- Acres - Section 16 - Sheridan County, KS





 Boundary

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
1859	Ulysses silt loam, 3 to 6 percent slopes	225.2 1	51.91	0	49	3e
2768	Penden-Ulysses complex, 7 to 15 percent slopes	91.39	21.06	0	61	6e
1623	Keith silt loam, 1 to 3 percent slopes, south	90.37	20.83	0	67	2e
2310	Bridgeport silt loam, rarely flooded	22.9	5.28	0	67	2c
2767	Penden-Uly complex, 7 to 20 percent slopes	3.98	0.92	0	63	6e
TOTALS		433.8 5(*)	100%	-	56.35	3.4

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

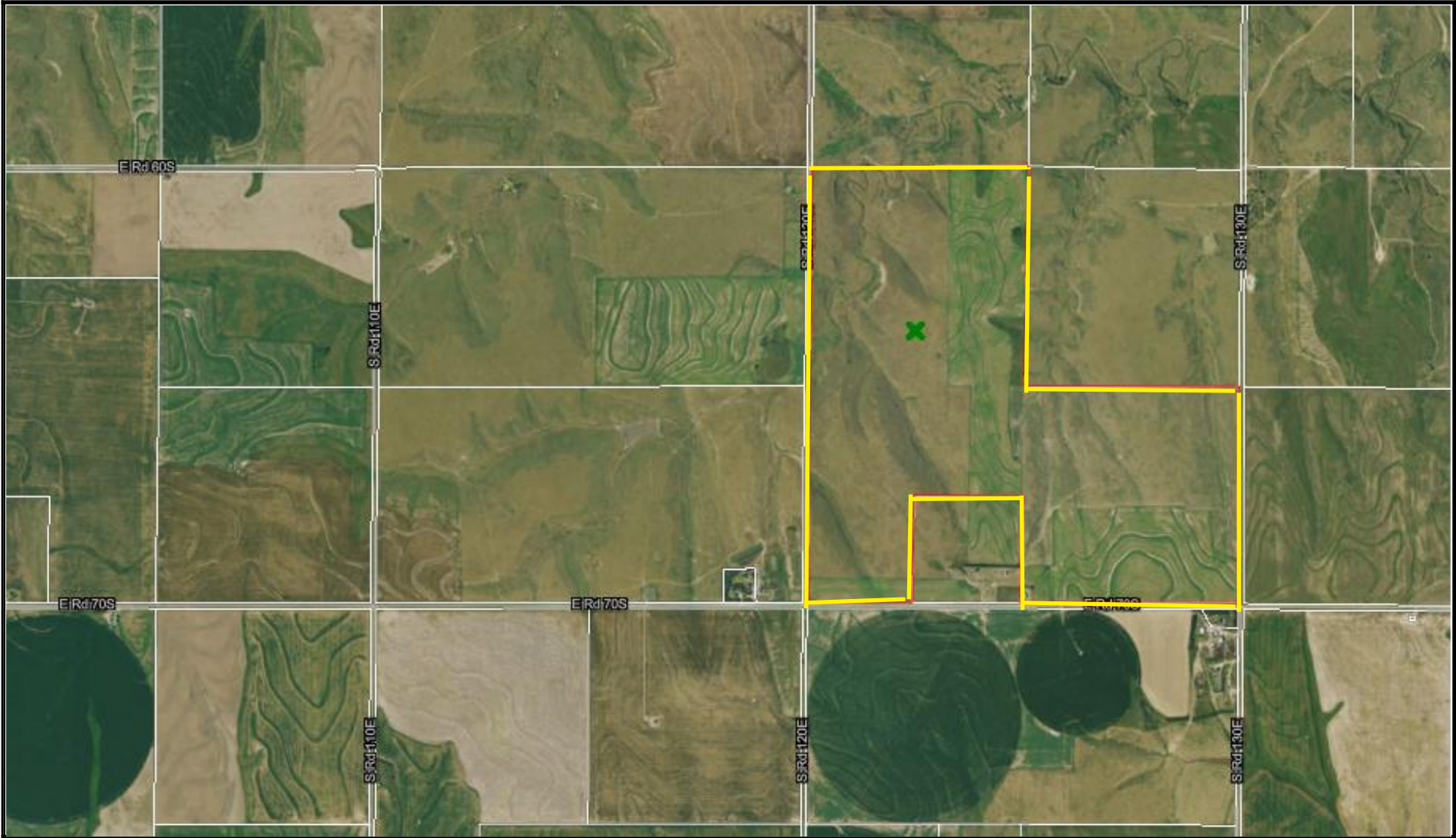
								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

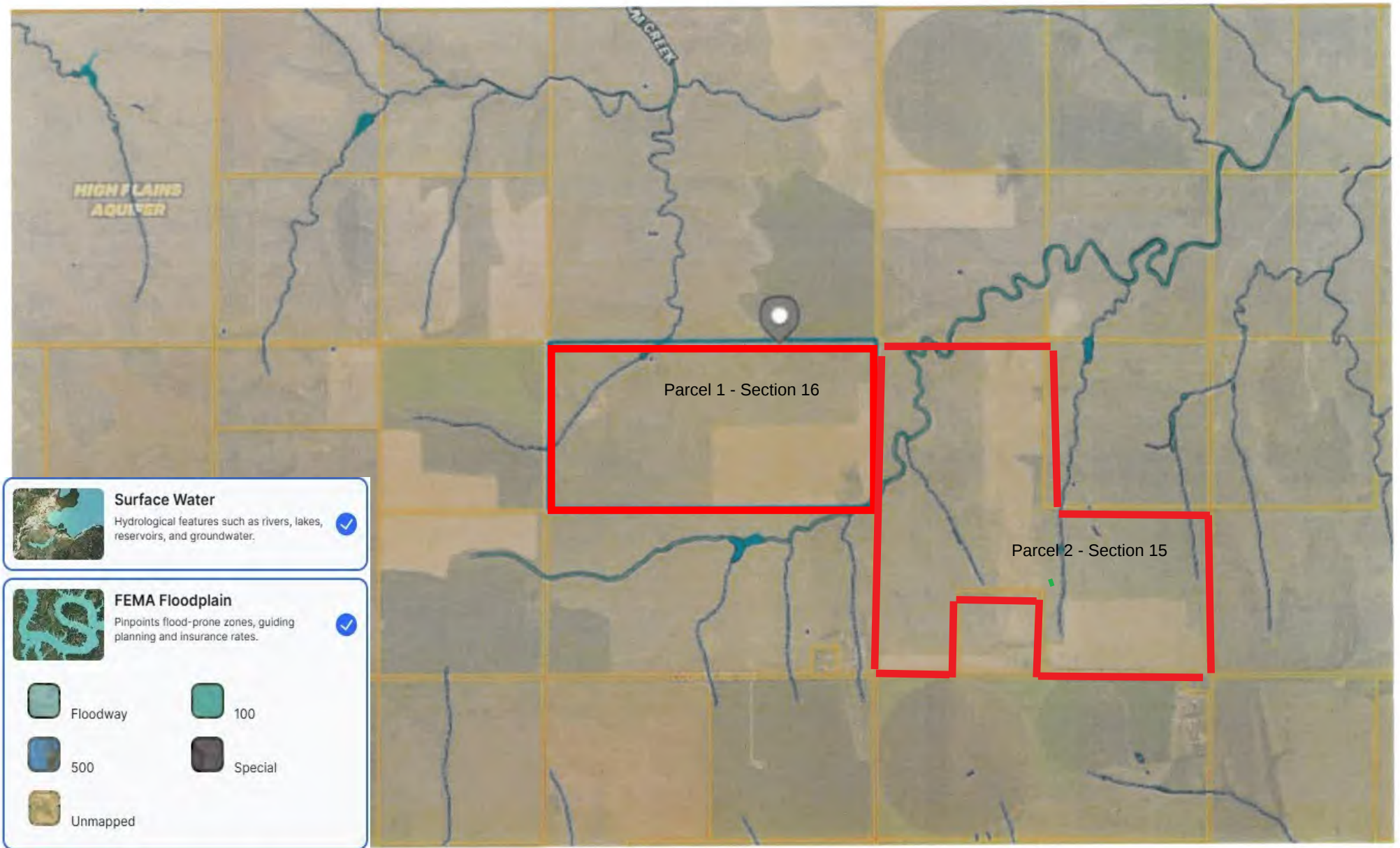
(c) climatic limitations (e) susceptibility to erosion

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

Aerial - 434+/- Acres Section 15 - Sheridan County KS



Flood and Wetlands Map - Parcel 1 & Parcel 2 - Sheridan County



SCANNED ✓
INDEXED ✓
CROSS-INDEXED ✓



Sheridan County, Kansas
FILED FOR RECORD
This 9th day of Feb, 2011
at 10:08 o'clock A.M., in
Vol. 283 Page 120
Mary Weimer
Register of Deeds

RURAL TELEPHONE SERVICE CO., INC.
R/W # ML-SD-14
GRANT OF EASEMENT
(Buried and Underground Facilities)

Morland C1-2 (4,5)

Leon E. Sample
Barbara J. Sample

FOR AND IN CONSIDERATION of the sum of Fifty and 00/100 Dollar(s) (\$50.00), the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey, and warrant unto Rural Telephone Service Co., Inc., (Grantee) its successors, assigns, and lessees the right and easement to construct, reconstruct, operate, maintain, replace, inspect, alter, and remove such communications systems as the Grantee may from time to time require. Said communications systems shall consist of buried cable or conduit, surface terminals, surface markers (at fence lines and right-of-way lines, if any) and associated equipment which will be installed, maintained, reinforced, or removed as the Grantee may deem necessary for the purpose of exercising the rights herein granted upon, under, across, over, and through the following described real estate located in the County of Sheridan, State of Kansas, more specifically described as:

An easement 16.5 feet in width, across the NW ¼ and the S ½, less SE ¼ SW ¼, Section 15, Township 9 South, Range 26 West of the 6th P.M.

Grantee agrees to install all facilities designed for underground installation at sufficient depth so as to not interfere with Grantor's present, normal usage of the land and to pay all damage, including crop damage, to Grantor's property arising from the Grantee's exercise of the rights herein granted. The Grantor, his heirs or assigns, may cultivate, use, and enjoy the land above described provided such use shall not, in the judgment of Grantee, interfere with or endanger the construction, operation, or maintenance of said lines and provided further that no improvements or buildings shall be constructed on said right-of-way without the prior written consent of the Grantee.

For the purpose of construction, inspecting, maintaining or operating its communication systems, Grantee shall have the right to meander around obstacles such as buildings, corrals, farm machinery, hay bales, creeks, etc. Grantee shall have the right of ingress and egress from the easement over the lands of Grantor adjacent to the easement and lying between public or private roads and the easement, and the right to install a gate or make a temporary opening in any fence on said lands at a point where such fence crosses the cable route. Such rights shall be exercised in a manner as to do the least practicable damage and inconvenience to Grantor.

Signed this 31 day of March 2010

Leon E. Sample
Leon E. Sample

Barbara J. Sample
Barbara J. Sample

ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Sheridan, SS:

This instrument was acknowledged before me on this 31st day of March, 2010, by
Leon E. Sample and Barbara J. Sample, husband and wife

IN WITNESS WHEREOF, I have set my notarial seal the day and year last above written.

My Appointment Expires 05-21-2011

Charles C. Russell
NOTARY PUBLIC
NOTARY PUBLIC, State of Kansas
CHARLES C. RUSSELL
My App. Exp. 05-21-2011



Sheridan County, Kansas
FILED FOR RECORD
 This 28th day of Jan., 2005
 at 8:21 o'clock A.M., in
 Vol. 255, Page 492
Kari Weiss
 Register of Deeds

RURAL TELEPHONE SERVICE CO., INC.
 R/W Morland

GRANT OF EASEMENT
(Buried and Underground Facilities)

SCANNED ☒
 INDEXED ☒
 CROSS-INDEXED ☒

Leon E. and Barbara J. Sample
 PO Box 301
 Hoxie, KS 67740

FOR AND IN CONSIDERATION of the sum of Two Hundred Forty Dollar(s) (\$240), the receipt of which will follow a signed easement, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey, and warrant unto Rural Telephone Service Co., Inc., (Grantee) its successors, assigns, and lessees the right and easement to construct, reconstruct, operate, maintain, replace, inspect, alter, and remove such communications systems as the Grantee may from time to time require. Said communications systems shall consist of buried cable or conduit, surface terminals, surface markers (at fence lines and right-of-way lines, if any) and associated equipment which will be installed, maintained, reinforced, or removed as the Grantee may deem necessary for the purpose of exercising the rights herein granted upon, under, across, over, and through the following described real estate located in the County of Sheridan, State of Kansas, more specifically described as:

Across the South Half (S/2) of Section Fifteen (15), Township Nine (9), Range Twenty-six (26) West of the 6th P.M., less the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) and less road right of way, Sheridan County, Kansas.

Grantee agrees to install all facilities designed for underground installation at sufficient depth so as to not interfere with Grantor's present, normal usage of the land and to pay all damage, including crop damage, to Grantor's property arising from the Grantee's exercise of the rights herein granted. The Grantor, his heirs or assigns, may cultivate, use, and enjoy the land above described provided such use shall not, in the judgment of Grantee, interfere with or endanger the construction, operation, or maintenance of said lines and provided further that no improvements or buildings shall be constructed on said right-of-way without the prior written consent of the Grantee.

Signed this 8th day of July, 2004.

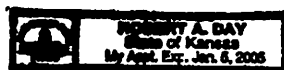
Leon E. Sample
 Leon E. Sample
Barbara J. Sample
 Barbara J. Sample

ACKNOWLEDGEMENT

STATE OF KANSAS }
 COUNTY OF Sheridan } ss:

On this 8th day of July, 2004
 before me, Robert A. Day, the undersigned officer, personally
 appeared Leon E. and Barbara J. Sample, known to me or
 satisfactorily proven to be the person(s) who executed this instrument and acknowledged that
they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Robert A. Day
 NOTARY PUBLIC

My Appointment Expires

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)**

