### PROPERTY INFORMATION PACKET

THE DETAILS



Vacant Lot @ 45<sup>th</sup> & Hydraulic | Wichita, KS 67216

AUCTION: Wednesday, September 18th @ 12:00 PM





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

#### **STANDARD**



MLS# 570741 Class Land **Property Type** Vacant Lot County Sedgwick

517 Address 0.72+/-Acre Lot 45th & S. Hydraulic

Address 2

Area

Citv Wichita State KS 67216 Zip **Status** Active

Contingency Reason

**Asking Price** \$0 For Sale/Auction/For Rent Auction **Associated Document Count 2** 





Yes

Yes

Yes

Yes

0

3

3

No

Non-Variable













#### **GENERAL**

BRADEN MCCURDY - OFF: 316-683 List Agent - Agent Name and

Phone -0612

List Office - Office Name and McCurdy Auction, LLC - OFF: 316-683

Phone -0612

1-800-301-2055 **Showing Phone Zoning Usage** Commercial Parcel ID 21516-0410000800

**Number of Acres** 0.72 Lot Size/SqFt 31449

Wichita School District (USD 259) **School District** 

**Elementary School** White Middle School Truesdell **High School** South

NONE LISTED ON TAX RECORD Subdivision

Legal Long Legal

#### **DIRECTIONS**

Directions 47th & I-135 - East to Hydraulic, north to property.

#### **FEATURES**

SHAPE / LOCATION Irregular

Corner

**TOPOGRAPHIC** 

I evel

PRESENT USAGE None/Vacant

**ROAD FRONTAGE** 

City

**UTILITIES AVAILABLE** 

**Public Water Public Sewer**  **IMPROVEMENTS** 

Fencing **OUTBUILDINGS** 

None

**MISCELLANEOUS FEATURES** 

None

**DOCUMENTS ON FILE** 

**Aerial Photos** 

Ground Water Addendum

Photographs

**FLOOD INSURANCE** 

Realtor.com Y/N

**Display Address** 

VOW: Allow AVM

Sub-Agent Comm

Variable Comm

Virtual Tour Y/N

**Buyer-Broker Comm** 

**Transact Broker Comm** 

Display on Public Websites

VOW: Allow 3rd Party Comm Yes

Unknown

**SALE OPTIONS** 

None

PROPOSED FINANCING

Other/See Remarks

**POSSESSION** At Closing

**SHOWING INSTRUCTIONS** 

Call Showing # LOCKBOX

None

**AGENT TYPE** 

Sellers Agent **OWNERSHIP** 

Individual **TYPE OF LISTING** 

Excl Right w/o Reserve

**BUILDER OPTIONS** 

Open Builder

**FINANCIAL** 

Assumable Y/N No **General Taxes** \$337.60 **General Tax Year** 2018 **Yearly Specials** \$682.28 **Total Specials** \$5,458.53 HOA Y/N No

**Yearly HOA Dues HOA Initiation Fee** 

Earnest \$ Deposited With Security 1st Title

#### MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-683-0612 Email: bmccurdy@mccurdyauction.com and Riley Webb with McCurdy Auction, LLC. Office: 316-683-0612 Email: rwebb@mccurdyauction.com. THIS PROPERTY IS SELLING AT A MULTI-PROPERTY AUCTION CONDUCTED OFF-SITE AT 170 W. DEWEY ON SEPTEMBER 18TH AT 12:00 P.M. DOORS OPEN AT 11:00 AM FOR REGISTRATION OR PRE-REGISTER ONLINE. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. NO MINIMUM, NO RESERVE!!! This property is selling with clear title at closing and no back taxes. Property previews available. Parcel B | 0.72 +/- acre vacant lot at the corner of 45th and Hydraulic is being offered Separate and Together with the adjacent commercial building 4545 S. Hydraulic Ave. The land is zoned Limited Commercial and provides a variety of potential uses. \*Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. 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 \$5,000.

#### **AUCTION**

Type of Auction Sale Absolute

**Method of Auction** Live w/Online Bidding 170 W. Dewey St., Wichita **Auction Location Auction Offering** Real Estate Only

**Auction Date** 9/18/2019 **Auction Start Time** 12:00 PM **Broker Registration Reg** Yes

5:00 PM CDT on 9/17/19 **Broker Reg Deadline** 

**Buyer Premium Y/N** Yes **Premium Amount** 0.10 Earnest Money Y/N Yes Earnest Amount %/\$ 5,000.00 1 - Open for Preview Yes 1 - Open/Preview Date 1 - Open Start Time

1 - Open End Time

#### **TERMS OF SALE**

**Terms of Sale** 

#### **ADDITIONAL PICTURES**



#### **DISCLAIMER**

This information is not verified for authenticity or accuracy and is not quaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2019 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in



# WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 4545 S. Hydraulic Ave. & Add'l Lot - Wichita, KS 67216

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

DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Drinking Other	
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES	NO
If yes, what type? Septic Lagoon	
Location of Lagoon/Septic Access:	
Skyrher Wolk	8-1-19 Date
Owner	Date

ADDENDUM	
(Groundwater)	

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

	parties are proposing the sale and 545 S. Hydraulic Ave. &				
The	parties are advised to obtain ex	pert advice i	n regard to any enviro	nmental concerns.	
SEL	LER'S DISCLOSURE (please	complete bot	h a and b below)		
(a)	Presence of groundwater conta	mination or o	ther environmental con	cerns (initial one):	
	Seller has no knowled Known groundwater of	ge of groundv ontamination	vater contamination or or other environmental	other environmental concerns; or concerns are:	
(b)	Records and reports in possess	ion of Seller	(initial one):		
	No Seller has no repor	ts or record	s pertaining to groun	ndwater contamination or othe	r
	environmental concerns; or Seller has provided groundwater contamination or			cords and reports pertaining to cument below):	)
BUY	ER'S ACKNOWLEDGMENT	(please com	olete c below)		
(c)	Buyer has received co	pies of all info	ormation, if any, listed a	bove. (initial)	
Selle accur		sees involved	are relying on Seller's	Seller has provided is true and information. Buyer certifies that do by Seller.	
~ /	Steph Walk 8	/ - 17			
Selle	Γ	<b>v</b> ate	Buyer	Date	

This form is approved by legal counsel for the Wichita Area Association of REALTORS\* exclusively for use by members of the Wichita Area Association of REALTORS\* 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.



Date

Buyer



File #:

**Property Address:** 

4545 S. Hydraulic Ave. & Add'l Lot Wichita, KS 67216

#### WIRE FRAUD ALERT

#### IMPORTANT! YOUR FUNDS MAY BE AT RISK

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

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

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

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

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

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

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

	Your signature below acknowledges	s receipt of this vvire	e Fraud Alert.
		Daylun	Walk
Buyer		Seller	

ACKNOWLEDGEMENT OF RECEIPT - YOU MUST SIGN BELOW

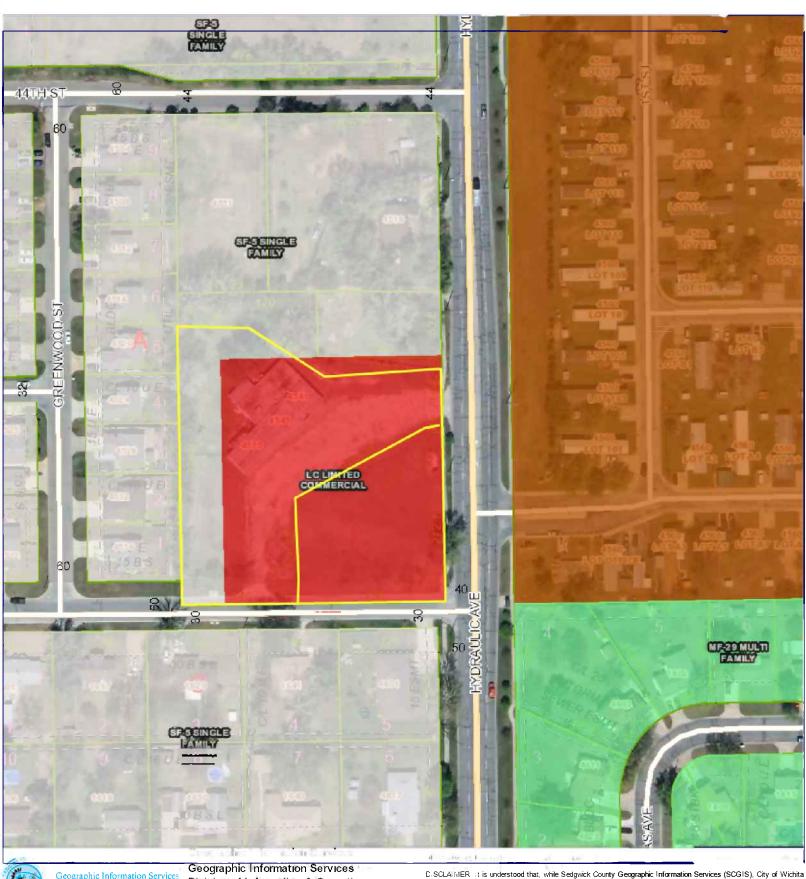
For more information on wire-fraud scams or to report an incident, please refer to the following links:

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

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

### 4545 S. Hydraulic Ave. and Add'l Lot - Wichita, KS 67216

Zoning: LC-Limited Comm. and SF-5 Single Family



Geographic Information Services

Sedgwick County...

working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174

Wed Jul 31 10:06:33 GMT-0500 2019

GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agrees to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall set, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

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vations Chance Annual Chance Flood DDWAY	Flood Plain
Chance Annual Chance Floor ODWAY Stal Consideration OF SPECIAL CONSI	Base Flood Approximate
Chance Annual Chance Floor ODWAY Stal Consideration OF SPECIAL CONSI	
Chance Annual Chance Floor ODWAY Stal Consideration OF SPECIAL CONSI	Base Flood Elevations
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OF SPECIAL CONSII	
	X - Area of Special Consideration
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ed	X
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ed	
	Area Not included

## 4545 S. Hydraulic Ave. and Add'l Lot - Wichita, KS 67216 Aerial



Geographic Information Services

Sedgwick County...

working for you

eograp ic n ormation ervices

Division of Information & Operations www.sedgwickcounty.org/gis 525 N. Main, Suite 212, Wichita, KS 67203 Tel: 316.660.9290 Fax: 316.262.1174

Wed Jul 31 10:06:33 GMT-0500 2019

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## WICHITA

### 4545 S. Hydraulic Ave. & Add'l Lot - Wichita, City of Wichita Utility Map







Legend

Storm Structures

- Manhole
- Inlet
- Outfall
- Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
  - Open Channel Conduit
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
  - Sewer Mains
  - Parcels
- Andover Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 2,400





#### **TERMS AND CONDITIONS**

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

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



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

### GUIDE TO AUCTION COSTS

#### WHAT TO EXPECT

#### THE SELLER CAN EXPECT TO PAY

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

#### THE BUYER CAN GENERALLY EXPECT TO PAY

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



