

PROPERTY INFORMATION PACKET | THE DETAILS



0.92 +/- Acre Lot at S. Hydraulic Ave | Wichita, KS
67216

AUCTION: BIDDING OPENS: Fri, March 12th @ 12:00 PM
BIDDING CLOSES: Thurs, March 18th @ 2:45 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.867.3600 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



Table of Contents

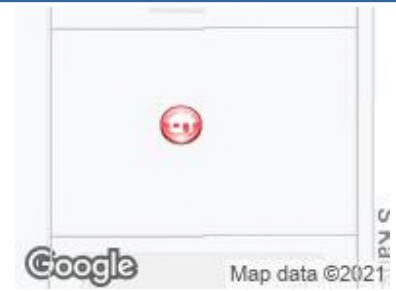
PROPERTY DETAIL PAGE
WATER WELL ORDINANCE
GROUNDWATER ADDENDUM
SECURITY 1 ST TITLE WIRE FRAUD ALERT
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
UTILITY MAP
PLAT MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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

ALL FIELDS CUSTOMIZABLE



MLS # 592516
Class Land
Property Type Vacant Lot
County Sedgwick
Area 518
Address 0.92 +/- Acres Hydraulic Ave
Address 2
City Wichita
State KS
Zip 67216
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Date	2/10/2021
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	1-800-301-2055	VOW: Allow AVM	Yes
Zoning Usage	Commercial	VOW: Allow 3rd Party Comm	Yes
Parcel ID	21522-0230300100B	Sub-Agent Comm	0
Number of Acres	0.92	Buyer-Broker Comm	0
Price Per Acre		Transact Broker Comm	3
Lot Size/SqFt	40172	Variable Comm	Non-Variable
School District	Wichita School District (USD 259)	Virtual Tour Y/N	
Elementary School	White		
Middle School	Truesdell		
High School	South		
Subdivision	NONE		
Legal	LOT 2 F. A. BROWN 7TH. ADD.		

DIRECTIONS

Directions E. 47th St. S. & S. Hydraulic Ave - South to Lot.

FEATURES

SHAPE / LOCATION Rectangular	OUTBUILDINGS None	EXISTING FINANCING Other/See Remarks	AGENT TYPE Sellers Agent
TOPOGRAPHIC Level	MISCELLANEOUS FEATURES None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Corporate
PRESENT USAGE None/Vacant	DOCUMENTS ON FILE Ground Water Addendum	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE City	PHOTOGRAPHS Photographs	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	LOCKBOX None	
IMPROVEMENTS None	SALE OPTIONS None		

FINANCIAL

Assumable Y/N No
General Taxes \$0.00
General Tax Year 2020
Yearly Specials \$6.71
Total Specials \$6.71
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 Rick Brock with McCurdy Auction, LLC. Office: 316-867-3600 Email: rbrock@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | **BIDDING OPENS:** Friday, March 12th, 2021 at 12:00 PM (cst) | **BIDDING CLOSES:** Thursday, March 18th 2021 at 2:45 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** Bidding Reactivated! Bidding on this property was temporarily delayed, but will be open March 12th at 12:00 PM. The new closing date is March 18th at 2:45 PM. Bidding Reactivated! Bidding on this property was temporarily delayed, but will be open March 12th at 12:00 PM. The new closing date is March 18th at 2:45 PM. **ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!!** This 0.92 +/- acre vacant lot is located right on South Hydraulic just south of 47th Street. Zoned LC Limited Commercial Almost an acre lot Great traffic visibility Curb cut on Hydraulic services the vacant lot What a great opportunity to purchase this vacant commercial lot selling regardless of price to the highest bidder! The adjacent property to the north is also up for auction, closing out shortly before this lot. According to Sedgwick county website, it appears that the driveway off Hydraulic and the storage shed/garage would appear to be on the vacant lot. No survey is available. Tax amount is "to be determined" due to the property's current status as tax exempt. *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 \$2,500.

AUCTION

Auction Date	3/12/2021	Auction Location	www.mccurdyauction.com
Auction Offering	Real Estate Only	Auction Start Time	12:00 PM
1 - Open for Preview		1 - Open End Time	
Broker Reg Deadline	03/10/2021 by 5:00 PM	Broker Registration Req	Yes
Buyer Premium Y/N	Yes		

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES



DISCLAIMER

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



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 5110 S. Hydraulic Ave & Additional 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 X *BT*

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Benita Huetten president
Owner

2-10-21
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.

The parties are proposing the sale and purchase of certain property, commonly known as:
5110 S. Hydraulic Ave & Additional Lot - Wichita, KS 67216

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns **(initial one)**:

BH X Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller **(initial one)**:

BH X Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) _____ Buyer has received copies of all information, if any, listed above. **(initial)**

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

<u>Bente Hutter</u>	<u>2-10-21</u>	<u>president</u>	
Seller	Date	Buyer	Date
Seller	Date	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.



Security 1st Title

File #:

Property Address:

5110 S. Hydraulic Ave & Additional
Wichita, KS 67216

Lot

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

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

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

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

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

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

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

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

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer _____

Seller _____

Bertha Huth - president 2-10-21

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>



Geographic Information Services
Sedgwick County...
working for you

5110 S. Hydraulic Ave, Wichita, KS

Zoning - LC Limited Commercial



0 0.0075 0.015
mi
1 inch = 94 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
© 2020 Sedgwick County Kansas Government.
All rights reserved.

Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

X



X,

Area Not Included





Geographic Information Services
Sedgwick County...
working for you

5110 S. Hydraulic Ave, Wichita, KS

Aerial Map



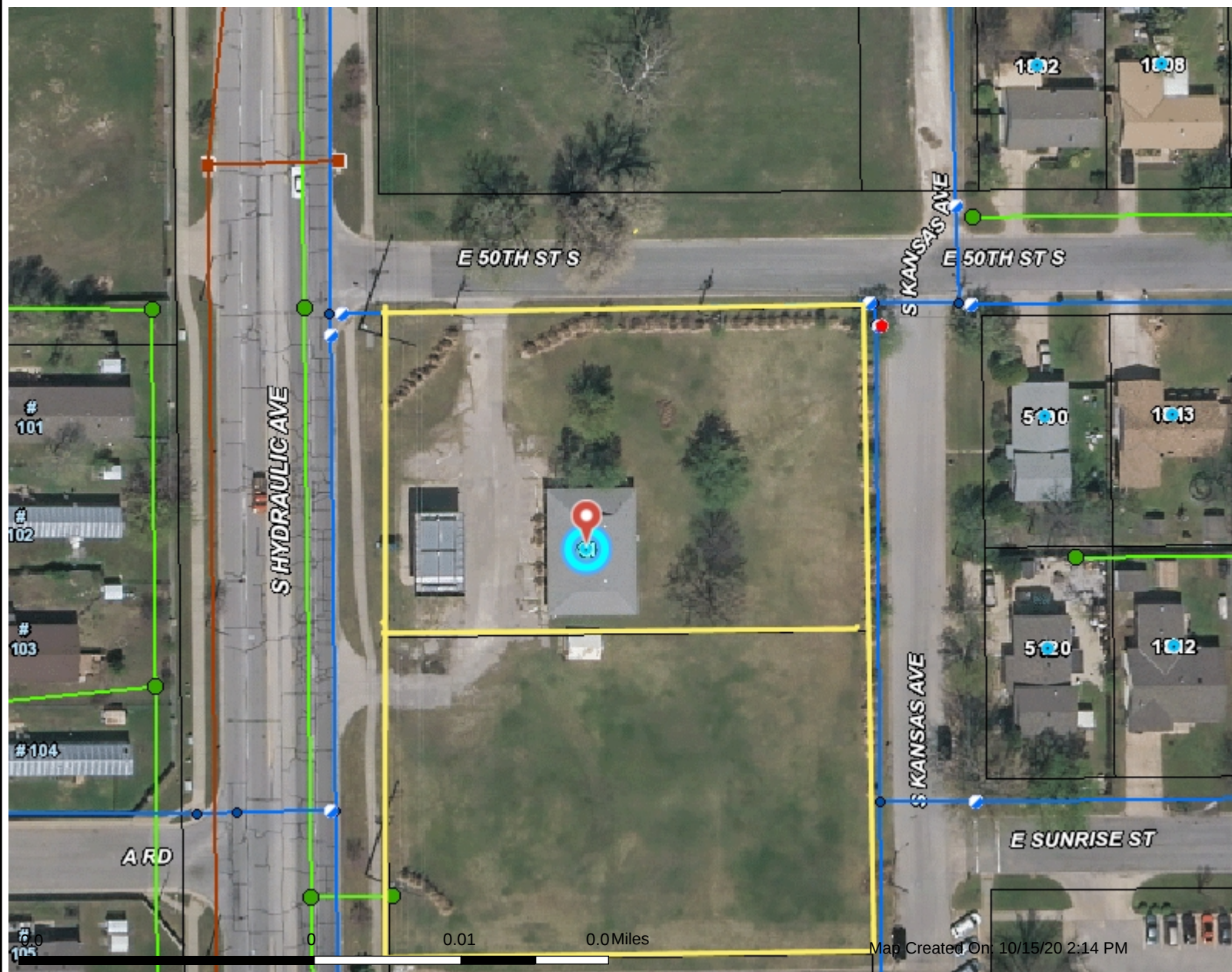
0 0.0075 0.015
mi
1 inch = 94 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
© 2020 Sedgwick County Kansas Government.
All rights reserved.

Exported: 10/15/2020 at 1:58 PM



5110 S. Hydraulic Ave, Wichita, KS 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

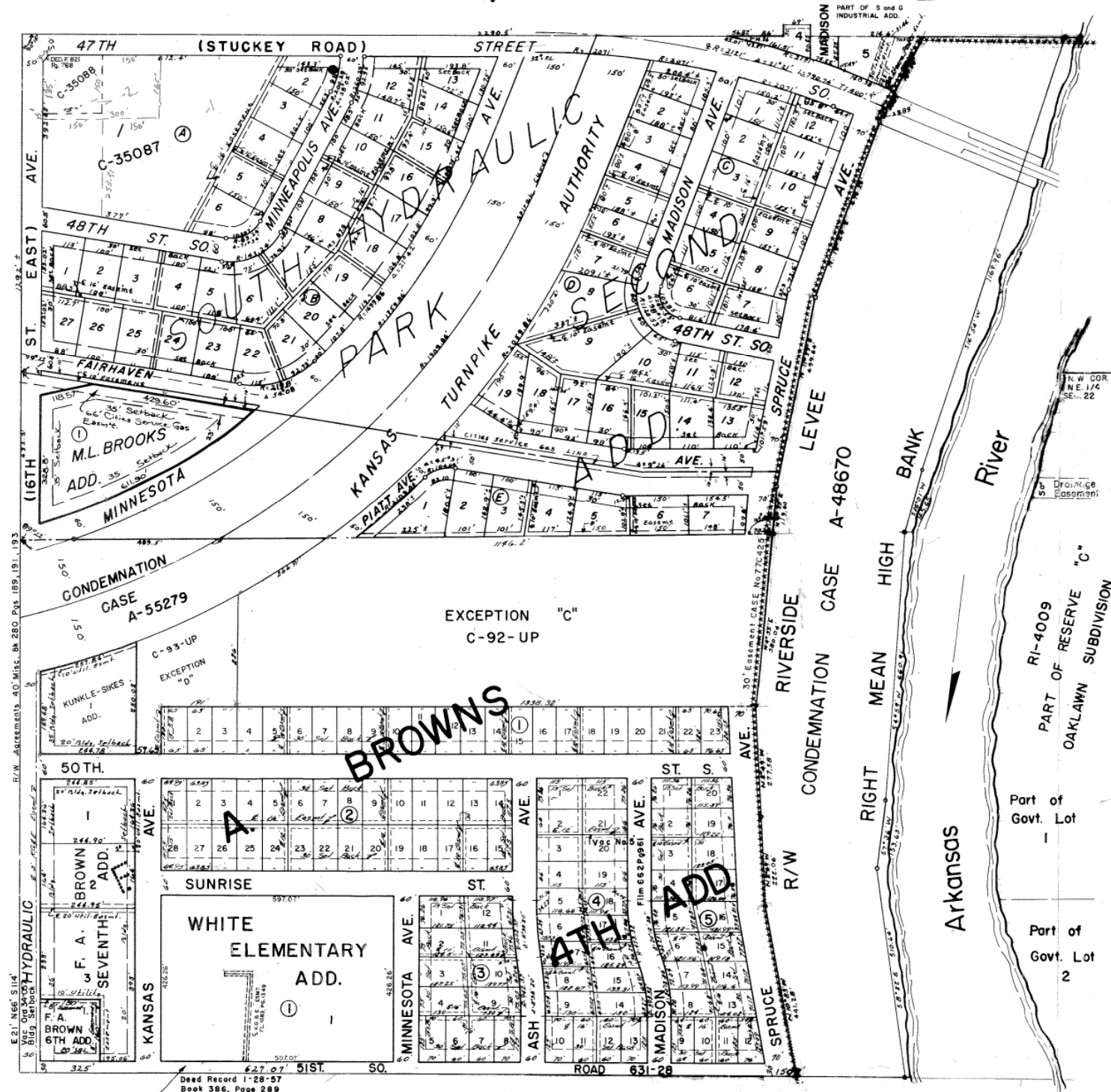
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public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

1: 900



N.W. ¼ SEC. 22, TWP. 28S. R. 1 E.

R1
86



SEDGWICK COUNTY CLERK

TERMS AND CONDITIONS

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

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

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

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

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

