

PROPERTY INFORMATION PACKET | *THE DETAILS*



***52.66 +/- Acres at 55th & 263rd - Offered in 3 Parcels
Viola, KS 67149***

AUCTION: BIDDING OPENS: Thurs, July 22nd @ 2:00 PM
BIDDING CLOSES: Thurs, August 5th @ 2:30 PM

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



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



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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.

MLS PIP



MLS # 599255
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 630 - Viola
Address 31.44 +/- Acres @ 263rd & 55th
Address 2
City Viola
State KS
Zip 67149
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	800-301-2055	Sub-Agent Comm	0
Zoning Usage	Rural	Buyer-Broker Comm	3
Parcel ID	18827-0210000100	Transact Broker Comm	3
Number of Acres	31.44	Variable Comm	Non-Variable
Price Per Acre	0.00	Virtual Tour Y/N	
Lot Size/SqFt	31.44 acre		
School District	Conway Springs School District (USD 356)		
Elementary School	Conway Springs		
Middle School	Conway Springs		
High School	Conway Springs		
Subdivision	NONE		
Legal	N1/2 NW1/4 EXC BEG 920 FT E NW COR NW1/4 E 660 FT S 400 FT W 660 FT N 400 FT TO BEG & EXC PT TAKEN F		

DIRECTIONS

Directions (Viola) S. 263rd St. W & W. 55th St S - East to property

FEATURES

SHAPE / LOCATION Irregular	UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level Stream/River Wooded	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Hay (Various Types)	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Dirt	MISCELLANEOUS FEATURES None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
	DOCUMENTS ON FILE Ground Water Addendum	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	0
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

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AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdyauction.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	7/22/2021	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	08/04/2021 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

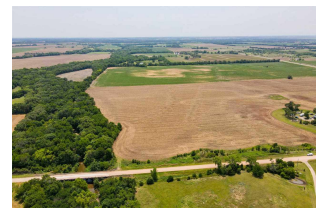
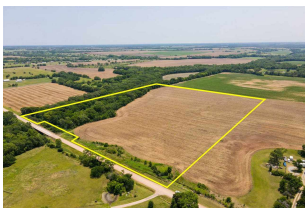
PERSONAL PROPERTY

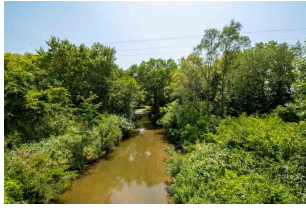
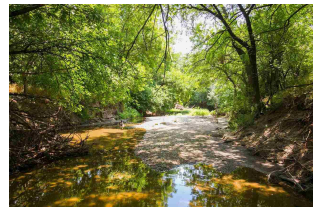
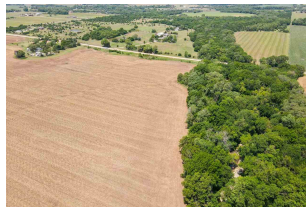
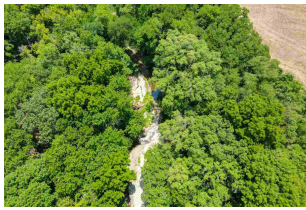
Personal Property

SOLD

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

ADDITIONAL PICTURES





DISCLAIMER

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MLS PIP



MLS #

599261

Class

Land

Property Type

Undeveloped Acreage

County

Sedgwick

Area

630 - Viola

Address

10.60 +/- Acres @ 263rd & 55th

Address 2

City

Viola

State

KS

Zip

67149

Status

Active

Contingency Reason

Asking Price

\$0

For Sale/Auction/For Rent

Auction

Associated Document Count

2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	800-301-2055	Sub-Agent Comm	0
Zoning Usage	Rural	Buyer-Broker Comm	3
Parcel ID	18827-0210000100	Transact Broker Comm	3
Number of Acres	10.60	Variable Comm	Non-Variable
Price Per Acre	0.00	Virtual Tour Y/N	
Lot Size/SqFt	10.60 acre		
School District	Conway Springs School District (USD 356)		
Elementary School	Conway Springs		
Middle School	Conway Springs		
High School	Conway Springs		
Subdivision	NONE		
Legal	N1/2 NW1/4 EXC BEG 920 FT E NW COR NW1/4 E 660 FT S 400 FT W 660 FT N 400 FT TO BEG & EXC PT TAKEN F		

DIRECTIONS

Directions (Viola) S. 263rd St. W & W. 55th St S - East to property

FEATURES

SHAPE / LOCATION Irregular	UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level Stream/River Wooded	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Hay (Various Types)	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Dirt	MISCELLANEOUS FEATURES None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
	DOCUMENTS ON FILE Ground Water Addendum	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	0
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

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Auction Date	7/22/2021	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	08/04/2021 @ 5 PM	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

SOLD

How Sold	Selling Agent - Agent Name and Phone
Sale Price	Co-Selling Agent - Agent Name and Phone
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Seller Paid Loan Asst.	
Previously Listed Y/N	
Includes Lot Y/N	
Sold at Auction Y/N	

ADDITIONAL PICTURES





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MLS PIP



MLS # 599264
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 630 - Viola
Address 10.62 +/- Acres @ 263rd & 55th
Address 2
City Viola
State KS
Zip 67149
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

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Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	800-301-2055	Sub-Agent Comm	0
Zoning Usage	Rural	Buyer-Broker Comm	3
Parcel ID	18827-0210000100	Transact Broker Comm	3
Number of Acres	10.62	Variable Comm	Non-Variable
Price Per Acre	0.00	Virtual Tour Y/N	
Lot Size/SqFt	10.62 acre		
School District	Conway Springs School District (USD 356)		
Elementary School	Conway Springs		
Middle School	Conway Springs		
High School	Conway Springs		
Subdivision	NONE		
Legal	N1/2 NW1/4 EXC BEG 920 FT E NW COR NW1/4 E 660 FT S 400 FT W 660 FT N 400 FT TO BEG & EXC PT TAKEN F		

DIRECTIONS

Directions (Viola) S. 263rd St. W & W. 55th St S - East to property

FEATURES

SHAPE / LOCATION Irregular	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
TOPOGRAPHIC Level	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
PRESENT USAGE Hay (Various Types)	MISCELLANEOUS FEATURES None	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE Paved	DOCUMENTS ON FILE Ground Water Addendum	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Other/See Remarks	FLOOD INSURANCE Unknown	LOCKBOX None	

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	0
Yearly Specials	\$0.00
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HOA Y/N	No
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TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

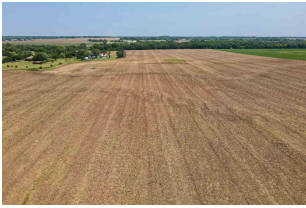
Personal Property

SOLD

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

ADDITIONAL PICTURES





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SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: Lots 4, 5 & 7 (52.66) acres at W 55th and S 263rd Viola, KS
Seller: _____ Date of Purchase: _____
Property currently zoned as: Rural Residential

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

☒ ☐ ☐ ☐ ☐
Well/Pump _____
☒ ☐ ☐ ☐ ☐
Drinking _____ Irrigation _____
Location _____
Depth _____
Type _____
If on well water, has water ever shown test results of contamination? ☐ Yes ☐ No
Is the property connected to ☐ city ☐ rural water systems?
Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____
☒ ☐ ☐ ☐ ☐
Cistern _____
☒ ☐ ☐ ☐ ☐
Other _____
Comments: _____

DRAINAGE/SEWAGE SYSTEMS

☒ ☐ ☐ ☐ ☐
Sewer Lines _____
☒ ☐ ☐ ☐ ☐
Septic/Laterals _____
☒ ☐ ☐ ☐ ☐
Lagoon _____
☒ ☐ ☐ ☐ ☐
Tank Size _____ Location _____
☒ ☐ ☐ ☐ ☐
Feet of Laterals _____
☒ ☐ ☐ ☐ ☐
Other _____
☒ ☐ ☐ ☐ ☐
Other _____
Comments: _____

Seller's Initials KA Buyer's Initials _____

PART II

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

Yes No Don't Know

GAS/ELECTRIC

- 43 ☐ ☒ Is there a propane tank on the property?
 44 If yes, is it ☐ owned ☐ leased?
 45 ☐ ☒ Is gas connected to property?
 46 If not, distance to nearest source? _____
 47 ☐ ☒ Is electricity connected to property?
 48 If not, distance to nearest source? _____
 49 ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
 50 If yes, please explain: _____
 51 _____
 52 Comments: _____
 53 _____

DRAINAGE/SEWAGE SYSTEMS

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

BOUNDARIES/LAND

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

HOMEOWNER'S ASSOCIATION

- 79 ☐ ☒ Is the property subject to rules or regulations of any homeowner's association?
 80 Annual dues \$ _____ Initiation Fee \$ _____
 81 To your knowledge, are there any problem relating to any common area?
 82 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
 83 ☐ ☒ Comments: _____
 84 _____
 85 _____

Seller's Initials KA Buyer's Initials _____

PART II - Continued

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

Yes No Don't Know

ENVIRONMENTAL CONDITIONS

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

- | | | | |
|----|--------------------------|-------------------------------------|--|
| 86 | | | |
| 87 | | | |
| 88 | ☐ | ☒ | Asbestos |
| 89 | ☐ | ☒ | Contaminated soil or water (including drinking water) |
| 90 | ☐ | ☒ | Landfill or buried materials |
| 91 | ☐ | ☒ | Methane gas |
| 92 | ☐ | ☒ | Oil sheers in wet areas |
| 93 | ☐ | ☒ | Radioactive material |
| 94 | ☐ | ☒ | Toxic material disposal (e.g., solvents, chemicals, etc.) |
| 95 | ☐ | ☒ | Underground fuel or chemical storage tanks |
| 96 | ☐ | ☒ | EMFs (Electro Magnetic Fields) |
| 97 | ☐ | ☒ | Gas or oil wells in area |
| 98 | ☐ | ☒ | Other |
| 99 | ☐ | ☒ | To your knowledge, are any of the above conditions present near your property? |

Comments: _____

MISCELLANEOUS

To your knowledge:

- | | | | |
|-----|--------------------------|-------------------------------------|---|
| 102 | | | |
| 103 | | | |
| 104 | ☐ | ☒ | Are there any gas/oil wells on the property or adjacent property? |
| 105 | ☐ | ☒ | Is the present use of the property a non-conforming use? |
| 106 | ☐ | ☒ | Are there any violations of local, state or federal government laws or regulations relating to this property? |
| 107 | ☐ | ☒ | Is there any existing or threatened legal or regulatory action affecting this property? |
| 108 | ☐ | ☒ | Are there any current special assessments or do you have knowledge of any future assessments? |
| 109 | ☐ | ☒ | Are there any proposed or pending zoning changes on this or adjacent property? |
| 110 | ☐ | ☒ | Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions? |
| 111 | ☐ | ☒ | Are there any diseased or dead trees or shrubs? |
| 112 | ☐ | ☒ | Is the property located in an area where public authorities have or are contemplating condemnation proceedings? |
| 113 | | | |
| 114 | ☐ | ☒ | 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:

- | | | | |
|-----|-------------------------------------|-------------------------------------|--|
| 118 | | | |
| 119 | ☒ | ☐ | Mineral Rights: |
| 120 | | | <u>100</u> % pass with the land to the Buyer _____ % remain with the Seller |
| 121 | | | _____ % are owned by third party _____ unknown |
| 122 | ☐ | ☒ | Are there any oil, gas, or wind leases of record or Other? Please explain: _____ |

Crops planted at the time of sale:

- | | | | |
|-----|-------------------------------------|--------------------------|--|
| 123 | | | |
| 124 | ☒ | ☐ | |
| 125 | | | _____ pass with the land to the Buyer _____ remain with the Seller |
| 126 | | | _____ none _____ negotiable |
| 127 | | | _____ Other (please describe): <u>Take possession of crops</u> |
| 128 | | | <u>after 2022 wheat harvest</u> |

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

Water Rights:

- | | | | |
|-----|--|--|--|
| 130 | | | |
| 131 | | | |
| 132 | | | |
| 133 | | | _____ pass with the land to the Buyer - Permit # _____ |
| 134 | | | _____ remain with the Seller - Permit # _____ |
| 135 | | | _____ have been terminated |

Comments: _____

Seller's Initials

KU

Buyer's Initials

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.

Seller [Signature] Date 7-2-21 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 _____

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Rev. 7/18 Seller's Initials KH Buyer's Initials _____

Form# 1005
InstantnetFORMS



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: Lot 7 (31.44+/- Acres) At W. 55th St. S. & S. 263rd St. W. -
Viola, KS 67149

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____


Owner

7-2-21
Date

Owner

Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:

6 Lot 7 (31.44+/- Acres) At W. 55th St. S. & S. 263rd St. W. - Viola, KS 67149

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

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

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

10 KH Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or

12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

16 KH Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or

18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

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

24 CERTIFICATION

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

28 Kh KH 7-12-21
29 Seller Date Buyer Date

30 _____
31 Seller Date Buyer Date

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Security 1st Title

File #:

W. 55th St. S. & S. 263rd St. W.

Property Address:

Lots 4, 5, & 7 (52.66 +/-) Acres At
Viola, KS 67149

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

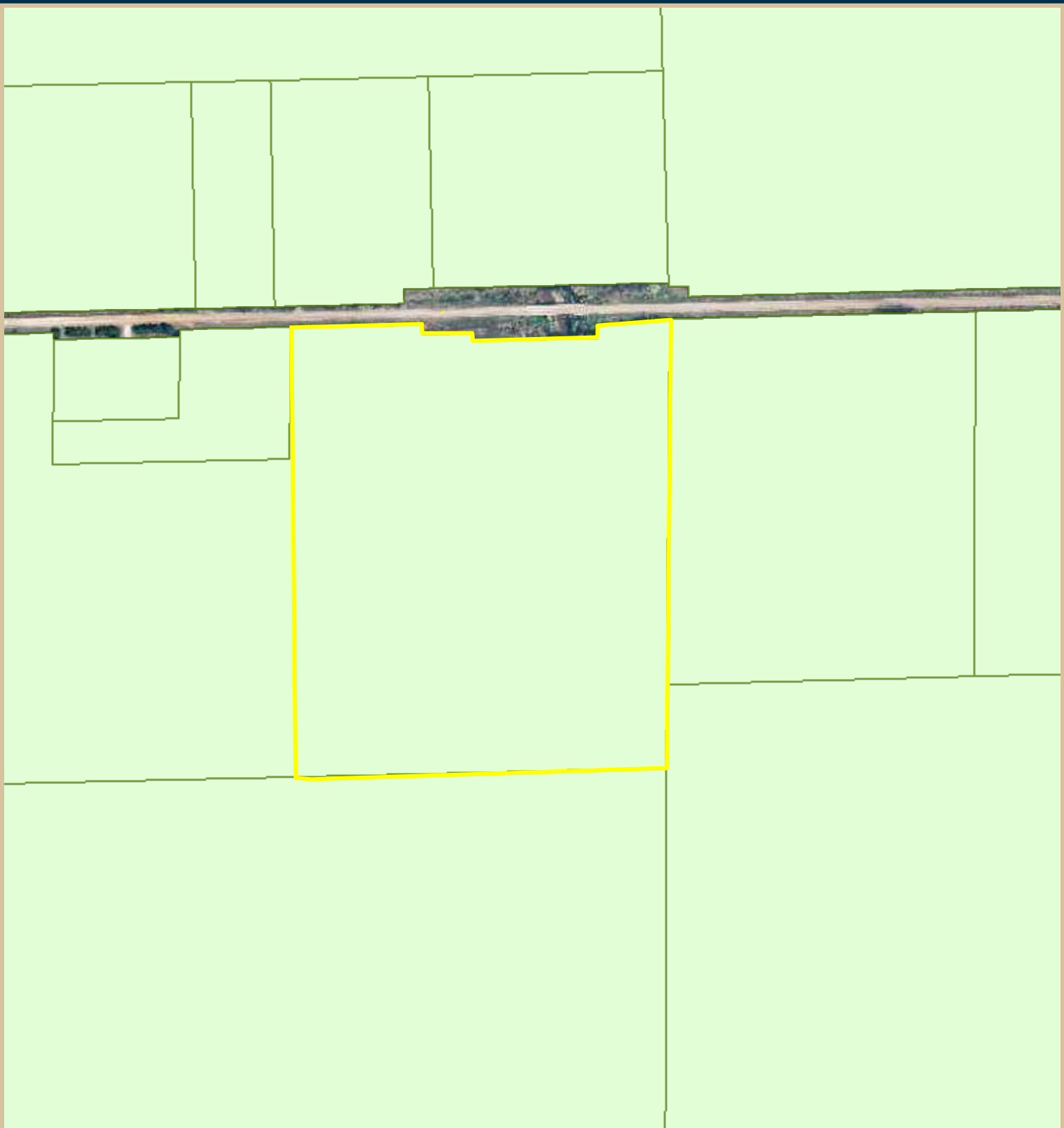


Seller

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

Date: 7/14/2021

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.

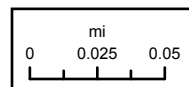
© 2021 Sedgwick County Kansas Government.
All rights reserved.

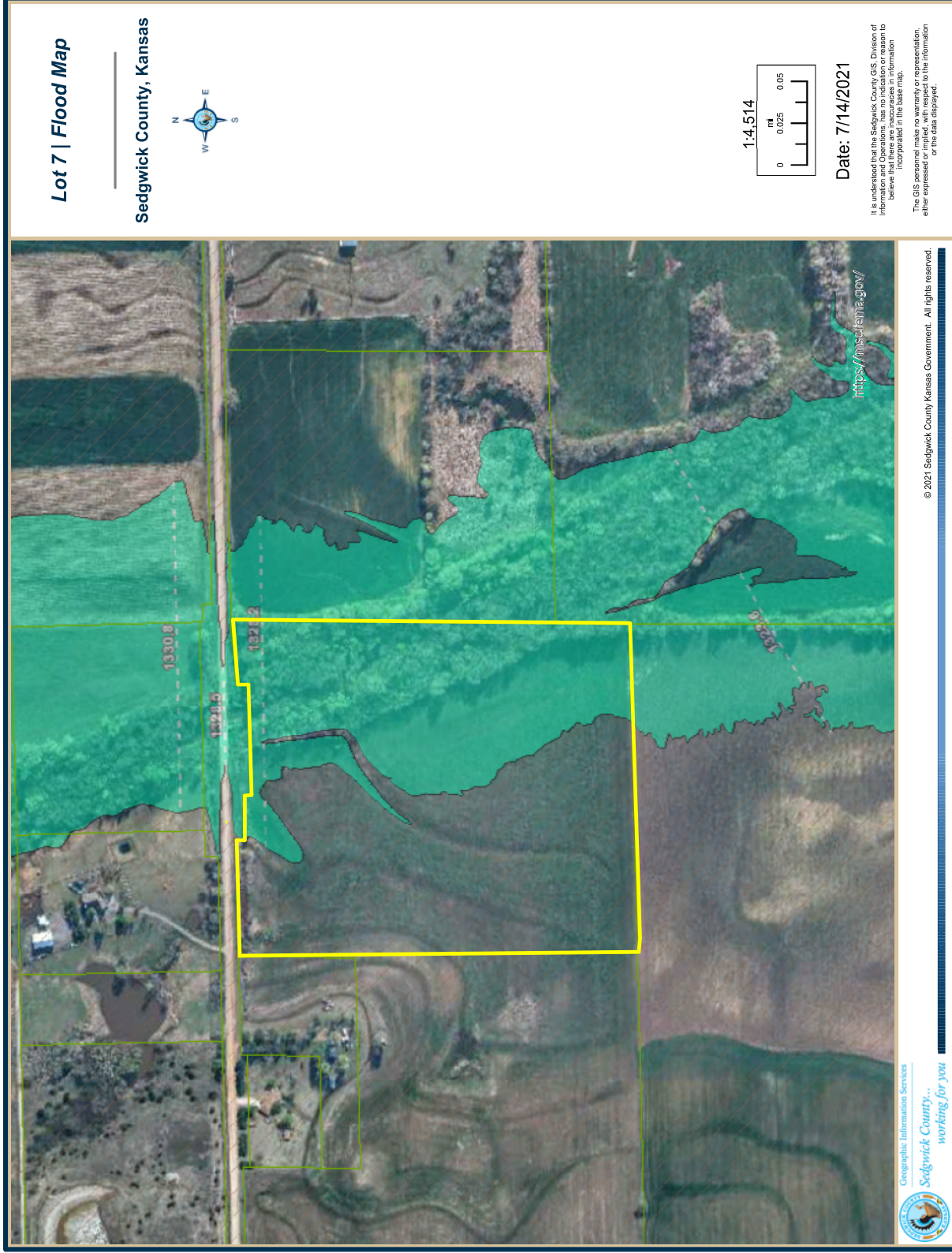
Lot 7 | Zoning: Rural Residential

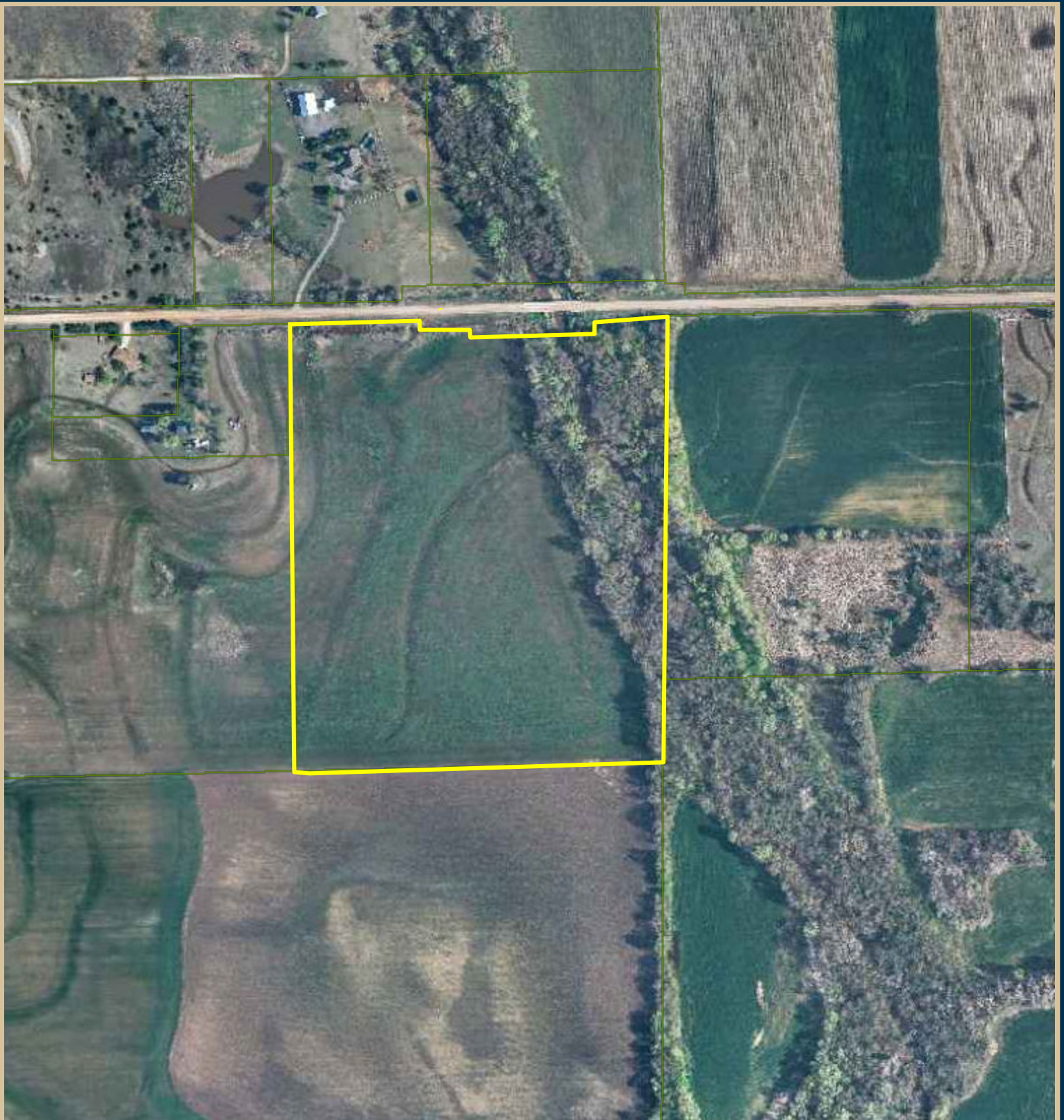
Sedgwick County, Kansas



1:4,514







Geographic Information Services

Sedgwick County...
working for you

Date: 7/14/2021

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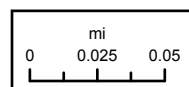
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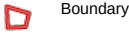
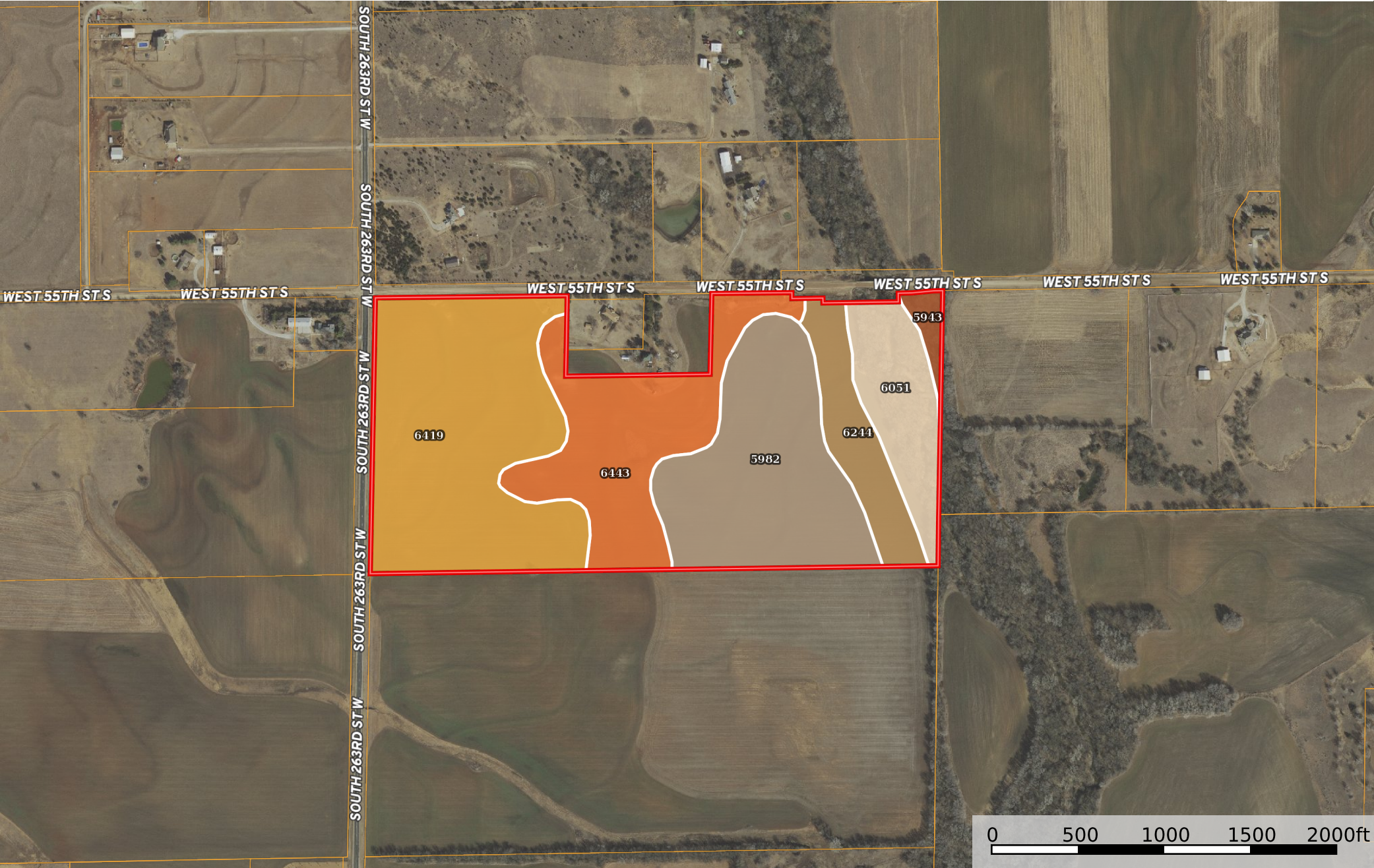
Lot 7 | Aerial Map

Sedgwick County, Kansas



1:4,514





Boundary



| Boundary 69.3 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
6244	Elandco silt loam, rarely flooded	5.8	8.31	1
6443	Vernon sandy loam, 3 to 7 percent slopes	14.3	20.6	4e
6051	Elandco silt loam, frequently flooded	6.8	9.82	5w
6419	Renfrow silty clay loam, 1 to 3 percent slopes	24.2	35.0	3e
5943	Saltcreek and Naron fine sandy loams, 0 to 1 percent slopes	1.1	1.56	2c
5982	Nalim loam, 1 to 3 percent slopes	17.1	24.71	2e
TOTALS		69.3	100%	2.97

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

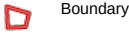
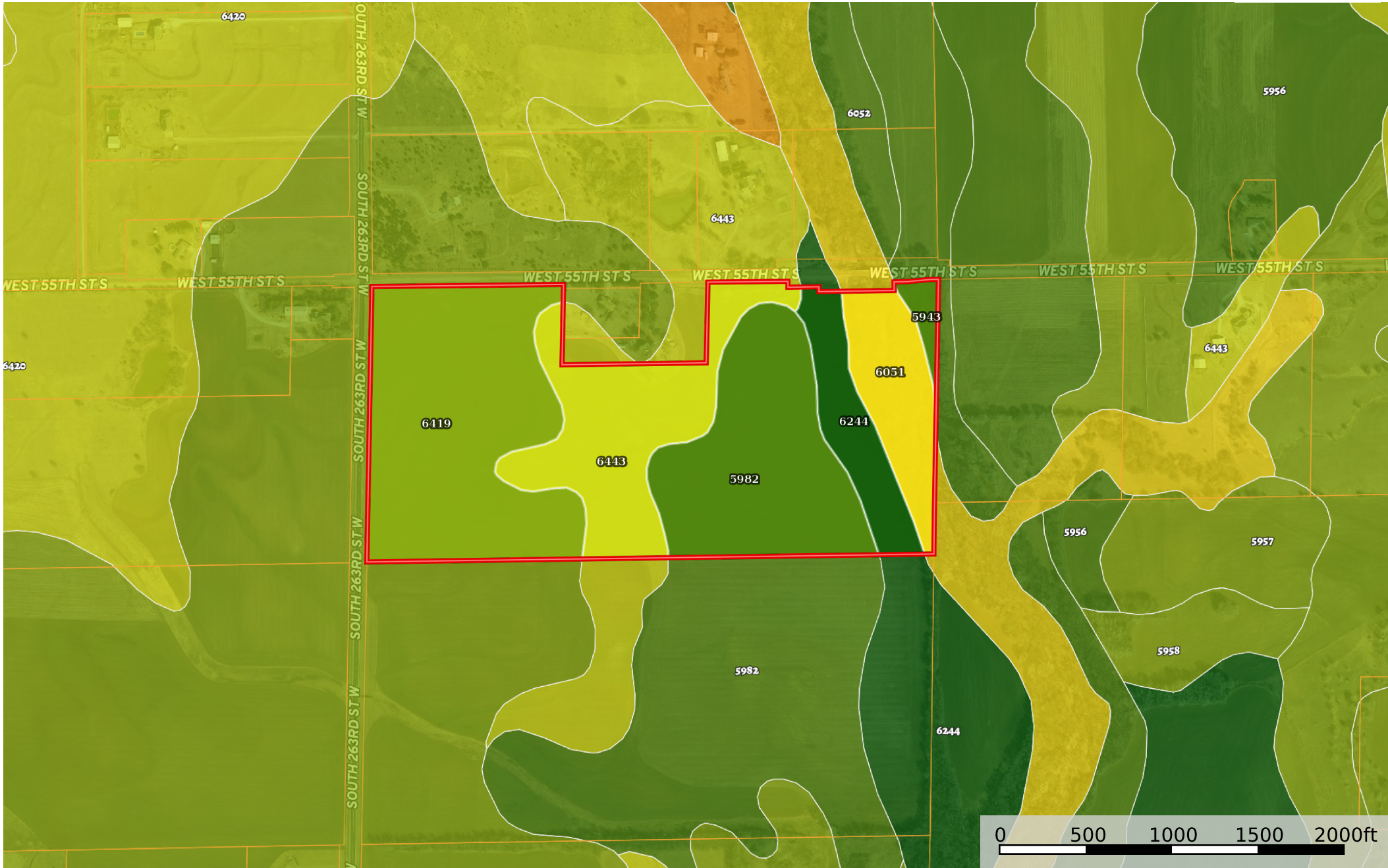
Land, Capability

								
	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



Boundary



| Boundary 69.3 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
6244	Elandco silt loam, rarely flooded	5.8	8.31	1
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Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

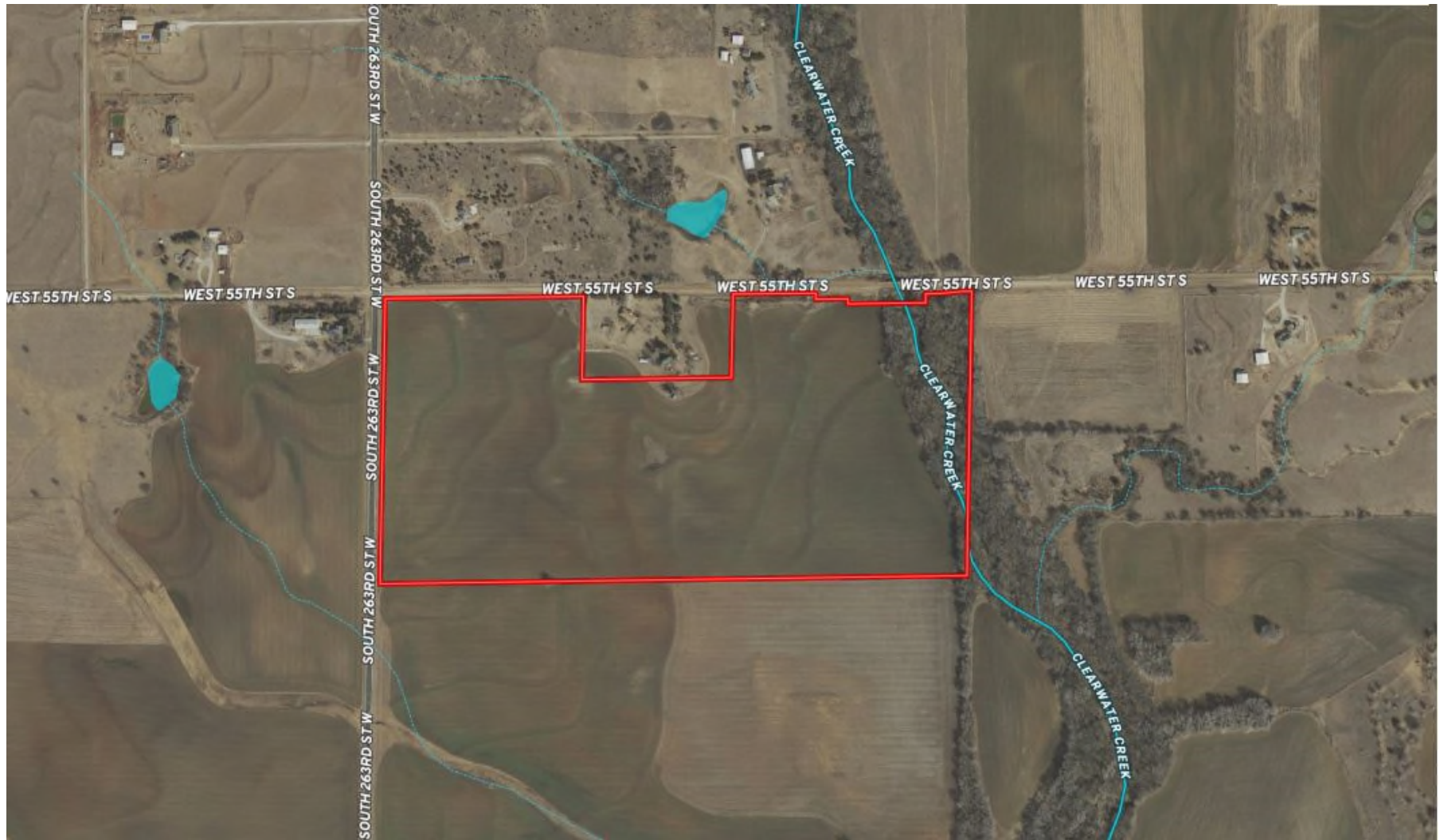
								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

Lot 4, 5, 7 | Water Feature Map





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.
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.
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. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
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 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.
12. Bidder authorizes McCurdy to 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 Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. McCurdy has the right to establish all bidding increments in a commercially reasonable manner.
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.
23. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at info@mccurdyauction.com.
24. Bids submitted using the online bidding platform cannot be retracted. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
25. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.
26. 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 extend the scheduled closing time of the auction.
27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 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.
28. 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.

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*)

