

PROPERTY INFORMATION PACKET

THE DETAILS



8192 Sky Lane Dr. | Udall, KS 67146

AUCTION: BIDDING OPENS: Tues, May 31st @ 2:00 PM

BIDDING CLOSING: Thurs, June 9th @ 2:30 PM

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



McCurdy
REAL ESTATE & AUCTION



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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 Real Estate & 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 # 611980
Class Land
Property Type Vacant Lot
County Cowley
Area C20 - Udall
Address 8192 SKYLANE DR
Address 2
City Udall
State KS
Zip 67146
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Date	3/4/2022
List Office - Office Name and Phone	McCurdy Real Estate & 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	Rural	VOW: Allow 3rd Party Comm	Yes
Parcel ID	20035-072-09-0-00-00-014.00-0	Sub-Agent Comm	0
Number of Acres	4.10	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	178596	Variable Comm	Non-Variable
School District	Udall School District (USD 463)	Virtual Tour Y/N	
Elementary School	Udall		
Middle School	Udall		
High School	Udall		
Subdivision	CHEROKEE STRIP		
Legal	CHEROKEE STRIP CORR PLAT, S09, T31, R03, BLOCK 2, LOT 3, ACRES 4.1		

DIRECTIONS

Directions (Udall) 72nd Rd. & 21st Rd. - East to Skyline Dr., South to Home.

FEATURES

SHAPE / LOCATION Rectangular	IMPROVEMENTS None	SALE OPTIONS None	LOCKBOX Combination
TOPOGRAPHIC Level	OUTBUILDINGS Garage	EXISTING FINANCING Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Recreational	MISCELLANEOUS FEATURES Airstrip	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Dirt	DOCUMENTS ON FILE Photographs	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Electricity Private Water Propane	FLOOD INSURANCE Unknown	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$372.30
General Tax Year	2021
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	Yes
Yearly HOA Dues	\$150.00
HOA Initiation Fee	0.00
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, May 31st, 2022 at 2 PM (cst) | BIDDING CLOSING: Thursday, June 9th, 2022 at 2:30 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! 4.1 +/- acre lot in Udall, Kansas! This property features a 50 x 40 hangar next to the Cherokee Strip! The airstrip is airport identifier 18KS 2,000 +/- Sq.Ft. hangar 12 x 38 Overhead door 8 x 8 Overhead door 1,890 +/- Sq.Ft. hangar room with two additional smaller rooms for shop/storage Potential home site Check out this property selling regardless of price to the highest bidder!!! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$7,500.

AUCTION

Auction Date 5/31/2022
Auction Offering Real Estate Only
1 - Open for Preview
Broker Reg Deadline 6/8/2022 by 5:00 PM
Buyer Premium Y/N Yes

Auction Location www.mccurdy.com
Auction Start Time 2:00 PM
1 - Open End Time
Broker Registration Req Yes

TERMS OF SALE

Terms of Sale See Associated Documents.

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 2022 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



Property Address: 8192 Sky Lane Drive, Udall, KS 67146 (the "Real Estate")

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

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

Lease information (if applicable):

Written Lease: ☐ Yes ☐ No

Rent Amount: _____

Deposit Amount: _____

Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date (Please provide date): _____

Tenant current on rent: ☐ Yes ☐ No

Utilities:	Utility Provider/Company	Utility On or Off
Electric:	<u>Unknown</u>	☒ On ☐ Off
Water & Sewer:	<u>Well</u>	☒ On ☐ Off
Gas/Propane:	<u>Not hooked up</u>	☐ On ☒ Off

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

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

None

Other: _____ ☐ On ☐ Off

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

If yes, please provide details:

Separate Meters: ☐ Yes ☐ No ☐ Not applicable

If yes, please provide details (e.g. separate electric meters, one gas meter):

Code Violations: ☐ Yes ☒ No ☐ Unknown

If yes, please provide details:

Homeowners Association:

Dues Amount: Unknown, brother pays it yearly

☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: _____

Appliances Transferring with the Real Estate:

Refrigerator	☐ Yes	☐ No	☒ None
Dishwasher	☐ Yes	☐ No	☒ None
Stove/Oven	☐ Yes	☐ No	☒ None
Microwave	☐ Yes	☐ No	☒ None
Washer	☐ Yes	☐ No	☒ None
Dryer	☐ Yes	☐ No	☒ None
	☐ Yes	☐ No	☐ None

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

None

Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None

(Remainder of this page intentionally left blank)

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

SELLER:

Authentisign Thomas E. Bowmaker	02/04/2022
Authentisign James L. Bowmaker	02/04/2022
Authentisign Print: James L. Bowmaker	02/09/2022
Authentisign James A. Bowmaker	02/04/2022
Authentisign Gary D. Bowmaker	02/04/2022

Authentisign Julie L. Bowmaker	02/03/2022
Authentisign Signature: Anthony D. Bowmaker	02/03/2022
Authentisign Print: William M. Bowmaker	03/04/2022
Authentisign Title: Eileen K. Bowmaker	02/04/2022

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

BUYER:

Signature _____ Date _____

Signature _____ Date _____

Property Address: 8192 Sky Lane Drive - Udall, KS 67146

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

Lead Warning Statement

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

Seller's Disclosure

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

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

TEB JAB GDB JLB ADB JLB EKB

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

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

TEB JAB GDB JLB ADB JLB EKB

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Authentisign Thomas E. Bowmaker Seller 02/04/2022	Authentisign James A. Bowmaker Seller 02/09/2022	Authentisign Julie L. Bowmaker Seller 02/03/2022	Authentisign Eileen K. Bowmaker Purchaser 02/04/2022
Authentisign Gary D. Bowmaker Purchaser 02/04/2022	Authentisign Janice L. Bowmaker Purchaser 02/04/2022	Authentisign Anthony D. Bowmaker Agent 02/03/2022	Authentisign Braden McCurdy Agent 03/04/2022



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WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 8192 Sky Lane Drive - Udall, KS 67146

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

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

Location of Well: 25 ft west of hanger

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: None

Authentisign
Thomas E. Bowmaker 02/04/2022

Authentisign
Janice L. Bowmaker 02/04/2022

Owner

Date

Owner

Date

Authentisign
[Signature] 02/09/2022

Authentisign
James A. Bowmaker 02/04/2022

Authentisign
Gary D. Bowmaker 02/04/2022

Authentisign
Julie L. Bowmaker 02/03/2022

Authentisign
[Signature] 03/04/2022

Authentisign
Anthony D. Bowmaker 02/03/2022

Authentisign
Eileen K. Bowmaker 02/04/2022

Security 1st Title**WIRE FRAUD ALERT****CALL BEFORE YOU WIRE FUNDS****PROTECT YOUR MONEY
WITH THESE TWO STEPS**

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

WHAT TO EXPECT FROM SECURITY 1ST TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed Wire Fraud Alert Form for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
 - Wire instructions will be given verbally over the phone or sent securely via secured email.
 - The customer needs to verify our phone number at a trusted source like our website, security1st.com
 - Before sending funds, they need to call the verified office number to verify the wire instructions.

NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.

The undersigned, hereby authorizes Security 1st Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1st Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1st Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

Authentisign Thomas E. Bowmaker 02/04/2022	Authentisign James A. Bowmaker 02/09/2022
Authentisign Gary D. Bowmaker 02/04/2022	Authentisign Julie L. Bowmaker 02/03/2022
Authentisign Anthony D. Bowmaker 02/03/2022	Authentisign Eileen K. Bowmaker 02/04/2022
Authorized Email Address 02/03/2022	Authorized Email Address 02/04/2022
Authorized Phone Number 8192 Sky Lane Drive, Udall, KS 67146	Authorized Phone Number
Property Address	
File Number	

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>

EXHIBIT " A ", CONTINUED.

Following is a portion of Dedicatory Plat of Corrected Plat of Cherokee Strip Addition, a subdivision of Cowley County, Kansas, in the NW 1/4 Section 9, T 31S, R 3E 6th P.M., filed December 10, 1979 and recorded in Plat Book "M", Page 5 in the office of the Register of Deeds, Cowley County, Kansas:

Certificate of RESTRICTIONS:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made unto the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, failure to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Each lot shall be kept free of trash, debris, junk vehicles and scrap lumber. No more than two families can reside on a lot. The hangar or hangars constructed on any lot shall not exceed a total of seven thousand square feet.

Certificate of Ownership:

We, the undersigned, Board of Directors, do hereby certify that the Cherokee Strip Homeowners Association is the owner of tract of land herein described and that they have caused the same to be platted as "CHEROKEE STRIP ADDITION" a subdivision of a part of the Northwest Quarter of Section 9, Township 31 South, Range 3 East of the 6th P.M., Cowley County, Kansas, and that they have caused the same to be subdivided into thirty one lots and two drives and four taxi ways and one landing strip. The lots as shown hereon are to be for residential use and aircraft activities, also zoned light commercial. The streets are for private use and not for the use of the public. The Township will not be responsible for the construction of individual entrances of the maintenance of the roads. Dated this 7th day of December, 1979.

--ooo0ooo--

BOOK 85 PAGE 228
STATE OF KANSAS

OFFICE OF SECRETARY OF STATE
JACK H. BRIER • SECRETARY OF STATE



To all to whom these presents shall come, Greeting:

I, JACK H. BRIER, Secretary of State of the State of Kansas, do hereby certify that the following and hereto attached is a true copy of

Articles of Incorporation
of
CHEROKEE STRIP HOMEOWNERS ASSOCIATION

FILED:

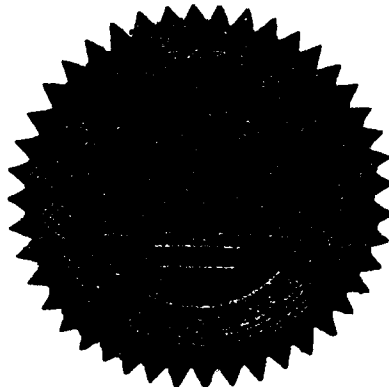
June 29, 1979

the original of which is now on file and a matter of record in this office.

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this twenty-ninth day of
June A.D. 19 79



Jack H. Brier
JACK H. BRIER
SECRETARY OF STATE

By

Willie M. Roe
Assistant Secretary of State
Willie M. Roe

79 JUN 29 AM 8:15

FILED
JACK H. BRIER
SECRETARY OF STATE
KANSAS

ARTICLES OF INCORPORATION

OF

CHEROKEE STRIP HOMEOWNERS ASSOCIATION

WE, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation NOT for profit under the laws of the State of Kansas.

FIRST: The name of the Corporation is CHEROKEE STRIP HOMEOWNERS ASSOCIATION.

SECOND: The location of its registered office in Kansas is 1310 El Paso, Derby, Sedgwick County, Kansas 67037, and the resident agent in charge thereof at such address is George Frisbie.

THIRD: This Corporation is organized NOT for profit and the nature of its business or purposes to be conducted or promoted is the development, maintenance, preservation and architectural control of the Lots and Common Area located within Cherokee Strip Addition to Cowley County, Kansas. To promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Cowley County Register of Deeds and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (B) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all

- expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (C) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (D) With the assent of two-thirds (2/3) of the members borrow, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (E) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by a vote of two-thirds (2/3) of the members;
- (F) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;
- (G) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Kansas by law may now or hereafter have or exercise.

FOURTH: This corporation shall not have authority to issue capital stock.

FIFTH: The conditions of membership are every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SIXTH: The names and mailing addresses of each of the Incorporators:

George Frisbie, 1310 El Paso, Derby, Kansas 67037

Phil Bos, 214 N. Blankenship, R.R. 2, Udall, Kansas 67146

John Frisbie, 1310 El Paso, Derby, Kansas 67037

Bob Williams, 213 N. Clark, Udall, Kansas 67146

Ira Hall, 4733 Ida, Wichita, Kansas 67216

SEVENTH: The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

George Frisbie, 1310 El Paso, Derby, Kansas 67037

Phil Bos, 214 N. Blankenship, R.R. 2, Udall, Kansas 67146

John Frisbie, 1310 El Paso, Derby, Kansas 67037

Bob Williams, 213 N. Clark, Udall, Kansas 67146

Ira Hall, 4733 Ida, Wichita, Kansas 67216

EIGHTH: The term for which this Corporation is to exist is perpetual.

IN TESTIMONY WHEREOF, We have hereunto subscribed our names this 21st day of June, 1979.

George Frisbie
GEORGE FRISBIE

Phil Bos
PHIL BOS

John Frisbie
JOHN FRISBIE

Bob Williams
BOB WILLIAMS

Ira R. Hall
IRA HALL

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

Personally appeared before me, a Notary Public in and for Sedgwick County, Kansas, the above-named, GEORGE FRISBIE, PHIL BOS, JOHN FRISBIE, BOB WILLIAMS and IRA HALL, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21st day of June, 1979.

My appointment expires:

October 1, 1981

Eleisa A. Freund
Notary Public
Eleisa A. Freund



COMPARED _____
NUMERICAL _____
DIRECT ☒ _____
INDIRECT ☒ _____
REGISTRATION ☒ _____

11471

STATE OF KANSAS } ss.
COWLEY COUNTY }

Filed for record on July 3, 1979
at 9:06 o'clock A M., recorded in

Book 85 of Jr1s Page 228

Geneva Stacy Reg. of Deeds
Geneva Stacy

By _____ Deputy

9th Sherwood & Kinsley
att. at law.
516 Century Plaza Bldg.
Wichita, Ks. 67202



Parcels

Municipal Boundary

Road Centerline



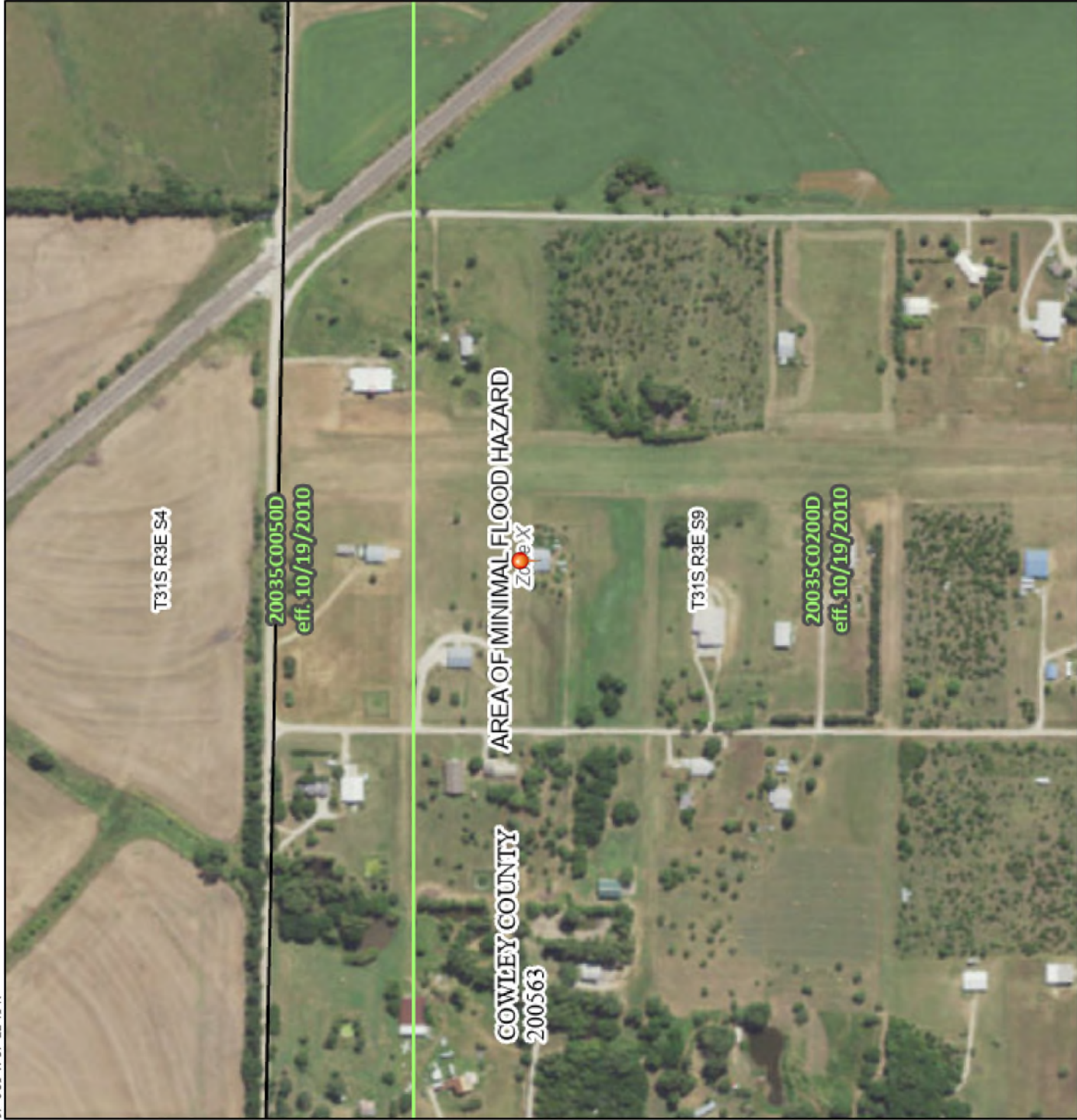
SDE.SDE.CountyBoundary

This data has been prepared from information obtained from federal, state, and local sources. Cowley County cannot be responsible for the accuracy of the information obtained from these sources and certain information contained in this data may have been changed since such information was compiled. No warranties or representations whatsoever, expressed or implied, including warranties of fitness for a particular purpose, are made by Cowley County, its employees, contractors, or property arising from the use, misuse, sale, or reliance upon this data.

National Flood Hazard Layer FIRMMette



97°6'51"W 37°22'41"N



0 250 500 1,000 1,500 2,000 1:6,000 Feet

97°6'14"W 37°22'12"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/16/2021 at 1:27 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

GIS Web Map

Map produced via
Cowley County GIS Web App Builder



Cowley County GIS
311 E 9TH AVE
Winfield, KS 67156
620-221-5405
www.cowleycounty.org



COWLEY COUNTY
misgis

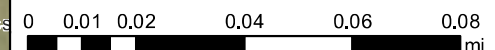
Map Produced on: 11/16/2021



Legend

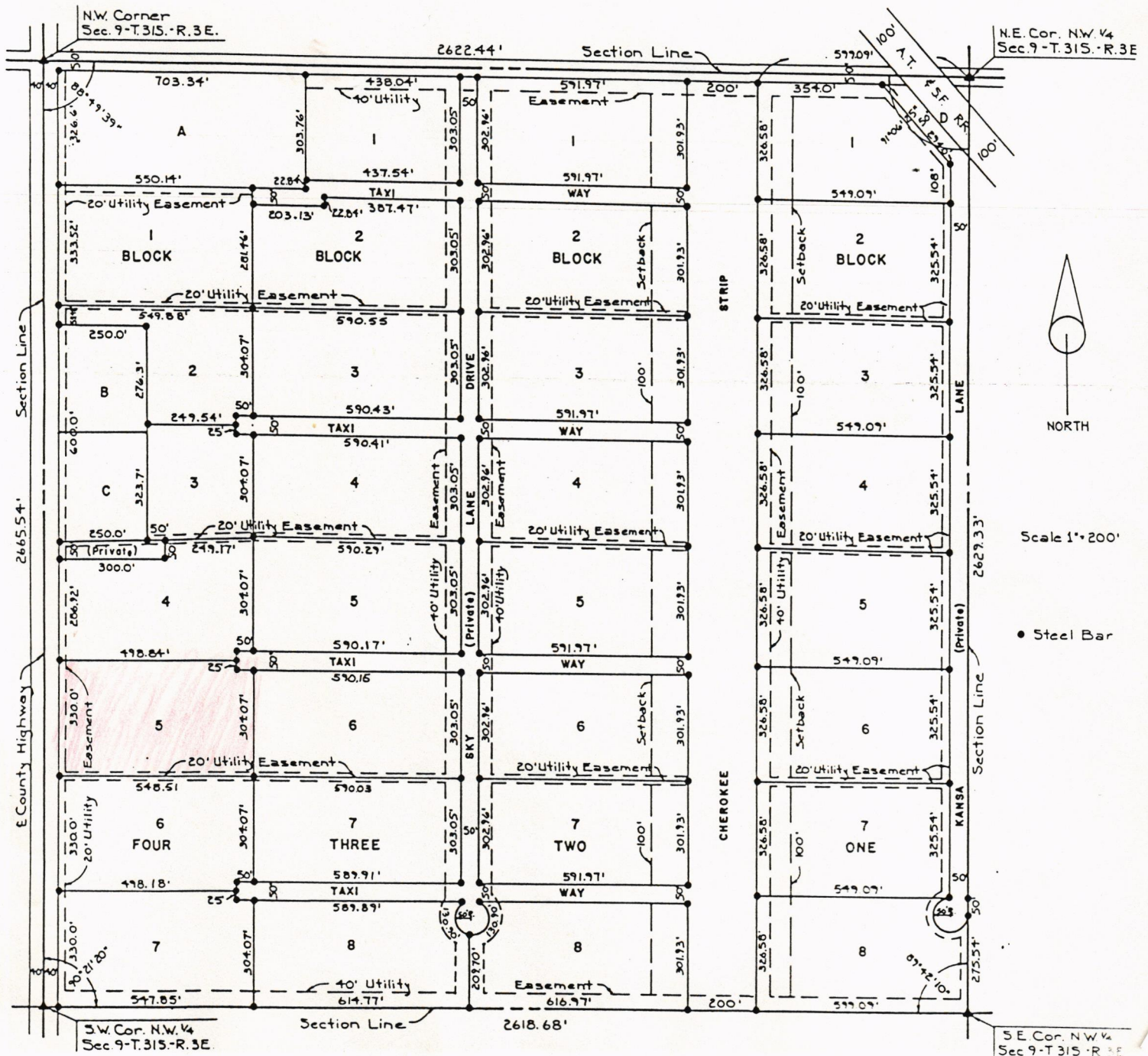
- Parcels
- Municipal Boundary
- Road Centerline
- SDE, SDE, County Boundary

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A CORRECTED PLAT OF CHEROKEE STRIP ADDITION

A SUBDIVISION OF COWLEY COUNTY, KANSAS
IN THE N.W.1/4 SECTION 9-T.31S.-R.3E.-6thP.M.



TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the “Bidder”) agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
3. The real estate offered for sale at auction (the “Real Estate”) is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC (“McCurdy”) at Bidder’s request.
4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, “as is where is” condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the “Seller”) or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate’s suitability for any or all activities or uses; the Real Estate’s compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate’s compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder’s own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder’s responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder’s own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
6. It is the sole responsibility of Bidder to monitor McCurdy’s website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy’s website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

7. Once submitted, a bid cannot be retracted.
8. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
9. The Real Estate is not offered contingent upon financing.
10. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and



all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any “invitee” relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

18. McCurdy has the right to establish all bidding increments.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. 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.
24. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
25. 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.
26. 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.
27. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction.

28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
29. 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.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

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*)

