

PROPERTY INFORMATION PACKET | THE DETAILS



12109 172nd Rd. | Winfield, KS 67156

AUCTION: BIDDING OPENS: Tues, Oct 25th @2:00 PM

BIDDING CLOSING: Thurs, Nov 2nd @ 2:30 PM

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



McCurdy
REAL ESTATE & AUCTION

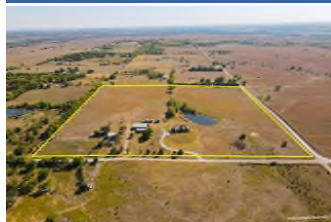


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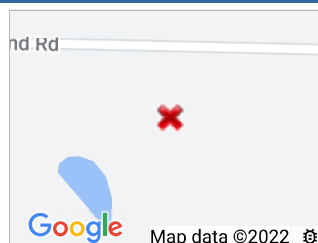
- PROPERTY DETAIL PAGE
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, 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.

MLS



MLS # 617459
Status Active
Contingency Reason
Area C50 - Suburban Cowley
Address 12109 172ND RD
Address 2
City Winfield
Zip 67156
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	1	Approx. AGLA	2230
Total Bedrooms	3.00	AGLA Source	Court House
AG Full Baths	1	Approx. BFA	2000.00
AG Half Baths	1	BFA Source	Court House
Total Full Baths	4	Approx. TFLA	4,230
Total Half Baths	1	Lot Size/SqFt	1666170
Total Baths	5	Number of Acres	38.25
Garage Size	4+		
Basement	Yes - Finished		
Levels	One Story		
Approximate Age	6 - 10 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	800-301-2055	Year Built	2012
Parcel ID	20035-177-36-0-00-00-002.00-0	School District	Winfield School District (USD 465)
Elementary School	Winfield Schools	Middle School	Winfield
High School	Winfield	Subdivision	NONE LISTED ON TAX RECORD
Legal	S36, T32, R04, ACRES 38.3, NW1/4NW1/4 LESS ROW	List Date	9/19/2022
Sub-Agent Comm	0	Buyer-Broker Comm	3
Transact Broker Comm	3	Variable Comm	Non-Variable
Virtual Tour Y/N		Days On Market	17
Input Date	10/4/2022 4:19 PM	Update Date	10/6/2022
Status Date	10/4/2022	Price Date	10/4/2022
Display Address	Yes		

ROOMS

Master Bedroom Level	Main	Master Bedroom Dimensions	14.10x13.3
Master Bedroom Flooring	Wood	Living Room Level	Main
Living Room Dimensions	15.6x15.11	Living Room Flooring	Wood
Kitchen Level	Main	Kitchen Dimensions	25.9x15.3
Kitchen Flooring	Wood	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Main	Room 4 Type	Hearth Rm
Room 4 Dimensions	11.1x11.4	Room 4 Flooring	Wood
Room 5 Level	Main	Room 5 Type	Family Room
Room 5 Dimensions	14x12.1	Room 5 Flooring	Wood
Room 6 Level	Lower	Room 6 Type	Bedroom
Room 6 Dimensions	14.9x14.9	Room 6 Flooring	Carpet
Room 7 Level	Lower	Room 7 Type	Bedroom
Room 7 Dimensions	12x11.4	Room 7 Flooring	Carpet
Room 8 Level	Lower	Room 8 Type	Family Room
Room 8 Dimensions	29.9x15.2	Room 8 Flooring	Carpet
Room 9 Level	Lower	Room 9 Type	Bonus Room
Room 9 Dimensions	10.10x15.4	Room 9 Flooring	Carpet
Room 10 Level	Lower	Room 10 Type	Add. Finished Room
Room 10 Dimensions	12.3x12.8	Room 10 Flooring	Carpet

ROOMS			
Room 11 Level	Lower	Room 11 Type	Add. Finished Room
Room 11 Dimensions	17.3x14.2	Room 11 Flooring	Carpet
Room 12 Level		Room 12 Type	
Room 12 Dimensions		Room 12 Flooring	

DIRECTIONS			
Directions (Winfield) Main St. & KS-360 - East on KS-360, Exit 19th Ave., Sharp left on 19th Ave./ Merges to 172nd Rd.			

FEATURES			
ARCHITECTURE	UTILITIES	KITCHEN FEATURES	INTERIOR AMENITIES
Traditional	Septic	Eating Bar	Closet-Walk-In
EXTERIOR CONSTRUCTION	Propane Gas	Island	Fireplace Doors/Screens
Frame w/Less than 50% Mas	Rural Water	Pantry	Hardwood Floors
ROOF	BASEMENT / FOUNDATION	Range Hood	Vaulted Ceiling
Composition	Full	Gas Hookup	Window Coverings-All
LOT DESCRIPTION	Walk Out At Grade	Granite Counters	Wired for Surround Sound
Pond/Lake	View Out	APPLIANCES	POSSESSION
Standard	BASEMENT FINISH	Dishwasher	At Closing
FRONTAGE	2 Bedroom	Refrigerator	PROPOSED FINANCING
Unpaved Frontage	Bsmt Rec/Family Room	Range/Oven	Other/See Remarks
EXTERIOR AMENITIES	Bsmt Wet Bar	Washer	WARRANTY
Ag Outbuilding(s)	2 Add. Finished Rooms	Dryer	No Warranty Provided
Covered Patio	3 Baths	MASTER BEDROOM	OWNERSHIP
Deck	Bsmt Bonus Room	Master Bdrm on Sep. Floor	Trust
Fence-Other/See Remarks	Bsmt Concrete Storm Room	Master Bdrm on Main Level	PROPERTY CONDITION REPORT
Guttering	COOLING	Master Bedroom Bath	Yes
Horses Allowed	Central	Sep. Tub/Shower/Mstr Bdrm	DOCUMENTS ON FILE
Irrigation Well	Electric	Two Sinks	Sellers Prop. Disclosure
Screened Porch	HEATING	Granite Counters	Other/See Remarks
Security Light	Forced Air	AG OTHER ROOMS	SHOWING INSTRUCTIONS
Storm Shelter	Propane-Owned	Family Room-Main Level	Appt Req-Call Showing #
Storm Windows/Ins Glass	DINING AREA	Hearth Room	LOCKBOX
Outbuildings	Dining L/Alcove	Mud Room	Combination
GARAGE	Living/Dining Combo	LAUNDRY	TYPE OF LISTING
Attached	FIREPLACE	Main Floor	Excl Right w/o Reserve
Detached	Three+	Separate Room	AGENT TYPE
Oversized	Living Room	220-Electric	Sellers Agent
FLOOD INSURANCE	Family Room	Wash Sink	
Unknown	Rec Room/Den		
	Gas		
	Blower		

FINANCIAL			
Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$7,700.74	Home Warranty Purchased	Unknown
General Tax Year	2021	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. **BIDDING OPENS:** Tuesday, October 25th, 2022 at 2 PM (cst) | **BIDDING CLOSING:** Thursday, November 2nd, 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!!!** Welcome to your rural oasis!!! This beautiful 4,230 sq. ft. custom built 3+ -bedroom, 4.5-bathroom estate is situated on 38.25+/- acres and offers terrific country-living amenities! The property features three agriculture outbuildings, an open-sided barn, two farm-storage buildings, an exterior storm cellar, and an additional over-sized garage. Retreat to your screened-in back porch, or bask in the sun, looking over your pond, on your sizable back deck. The walkout basement patio is ideal for entertaining! Inside are unique design features, including gorgeous wooden beams on the vaulted ceilings, grand Marvin windows, and attractive stonework throughout. This is an impressive home and a rare opportunity! **MAIN FLOOR:** Open floor plan with formal dining, living, kitchen, and hearth room flow Primary bedroom on the main floor offers walk-in closets, en suite with a walk-in shower, and access to the back deck Vaulted and tray ceilings throughout Chef's kitchen with a gas range, ample cabinet storage, counter-depth refrigerator, and terrific island, perfect for gathering Convenient mud room and laundry room **LOWER LEVEL:** Open recreational space with lots of natural lighting Office area, family room, fireplace, craft /game space, and custom wet bar Two bedrooms with full en suite bathrooms Finished room with full en suite bathroom Bonus room Safe room Storage French door walkout to covered patio **AMENITIES:** Wired for sound SKT security system in place, which buyer can activate City electric KanOkla Networks wi-fi The opportunities this magnificent property offers are limitless! Don't miss this one! "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 \$25,000 for a 30 day close and \$40,000 for 45 days.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	www.mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	10/25/2022	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Buyer Premium Y/N	Yes	2 - Open End Time
Premium Amount	0.10	3 - Open for Preview
Earnest Money Y/N	Yes	3 - Open/Preview Date
Earnest Amount %/\$	25,000.00	3 - Open Start Time
Auction End Date	11/2/2022	3 - Open End Time
Auction End Time	2:30 PM	

TERMS OF SALE

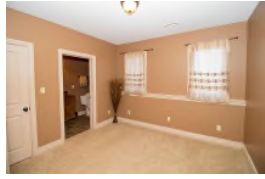
Terms of Sale See Associated Documents

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 12109 172nd Rd. - Winfield, KS 67156

Seller:

Date of Purchase:

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

APPLIANCES					ELECTRICAL				
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.	TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.				
None	Working		Does Not Transfer	Working					
☒	☐	Disposal	☐	☒	Smoke/Fire Detectors				
☐	☒	Dishwasher	☐	☒	Light Fixtures				
☐	☒	Oven	☐	☒	Switches/Outlets <i>Some kitchen to garage not working</i>				
☐	☒	Range (Circle One) Gas <u>Electric</u>	☒	☐	Ceiling Fan(s)				
☐	☒	Microwave	☐	☒	Bathroom Vent Fan(s)				
☐	☐	Built in (Circle One) YES <u>NO</u>	☐	☐	Telephone Wiring/Blocks/Jacks				
☐	☐	Range Hood <i>Needs light bulb</i>	☐	☒	Door Bell <i>BACK SIDE NOT HOODED UP</i>				
☐	☐	Vented Outside (Circle One) YES <u>NO</u>	☐	☒	Intercom				
☐	☒	Kitchen Refrigerator	☐	☒	Garage Door Opener				
☐	☒	Clothes Washer	# of Remotes: _____ Keypad Entry: (Circle One) YES <u>NO</u>						
☐	☒	Clothes Dryer	☐	☐	Aluminum Wiring				
☒	☐	Trash Compactor	☐	☐	Copper Wiring				
☒	☐	Central Vacuum	☐	☐	220 Volt				
☒	☐	Exterior Attached Gas Grill	☐	☐	Service Panel Total Amps				
☐	☐	Other: _____	☒	☐	Solar Equipment - (Circle One) Own Rent/Lease				
☐	☐	Other: _____	Company _____						
☐	☐	Other: _____	☒	☐	Wind - (Circle One) Own Rent/Lease				
☐	☐	Other: _____	☒	☐	Hydroelectric - (Circle One) Own Rent/Lease				
Comments:			☐	☐	Security System - (Circle One) Own Rent/Lease				
<i>Burners on stove top not working properly - Dishwasher not working</i>			☐	☐	Company <i>SKT not returned on now</i>				
			☐	☐	Audio/Video Surveillance System				

WATER/SEWAGE SYSTEMS (See Part II Also)				HEATING & COOLING SYSTEMS					
TRANSFERS TO BUYER				TRANSFERS TO BUYER					
None	Does Not Transfer	Working	Not Working	Don't Know	None	Does Not Transfer	Working	Not Working	Don't Know
Indicate the condition of the following items by marking only one appropriate box.					Indicate the condition of the following items by marking only one appropriate box.				
☐	☐	☐	☐	☐	☐	☐	☒	☐	☐
Sewage Systems					Cooling System				
☐	☐	☒	☐	☐	<i>Sold x 2 year</i>				
Sump Pump					<i>2013</i>				
☒	☐	☐	☐	☐	Age				
Backup Sump Pump/Battery					☐	☐	☒	☐	☐
Plumbing					Heating System				
Type					<i>Sold x 2 year</i>				
☐	☐	☒	☐	☐	<i>2013</i>				
Water Heater (Circle One) <u>Elect</u> Gas					Age				
<i>2013</i> Size & Age					☒	☐	☐	☐	☐
Instant Hot Water					Window/Wall Air Conditioning Units				
Water Softener					☒	☐	☐	☐	☐
(Circle One) Own Rent/Lease					Electronic Air Filter				
Company					Humidifier				
☒	☐	☐	☐	☐	☒ Fireplace x 3 <i>electric propane</i>				
Water Purifier/Reverse Osmosis					☒	☐	☐	☐	☐
Underground Sprinkler System					Fireplace Insert				
Backflow Device (Circle One) YES NO					Wood burning Stove				
Date Last Tested or Inspected					Chimney/Flue - Date Last Cleaned				
☒	☐	☐	☐	☐	☐	☐	☒	☐	☐
Pool Equipment					Gas Log Lighter				
☒	☐	☐	☐	☐	☒	☐	☐	☐	☐
Hot Tub/Spa					Whole House Attic Fan				
Comments:					☒ Solar Equipment - (Circle One) Own Rent/Lease				
					Company				
					☒	☐	☐	☐	☐
					Geothermal				
					☐	☐	☒	☐	☐
					Propane Tank - (Circle One) <u>Own</u> Rent/Lease				
					<i>Baril propane</i> Company				
					Comments:				
MEDIA									
TRANSFERS TO BUYER									
None	Does Not Transfer	Working	Not Working	Don't Know					
Indicate the condition of the following items by marking only one appropriate box.									
☐	☐	☒	☐	☐					
Satellite Dish									
☐	☐	☒	☐	☐	<i>2</i> # of Rcvrs/Remotes				
Attached Antennas									
Cable TV Wiring/Jacks									
Attached Television Mount(s)									
☒	☐	☐	☐	☐	Projector(s)				
☒	☐	☐	☐	☐	Projector Screen(s)				
☐	☐	☒	☐	☐	Surround Sound Speakers				
☐	☐	☒	☐	☐	Wired for Surround Sound				
Comments:					Any Additional Comments For Part I: Kon-Okla Internet receiver attached to south side of deck/porch Will leave				
<i>Dish system needs upgrades, spotty at times</i>									

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
☐	☒	☐	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions? _____
			Indicate all that apply: ☐ Basement ☐ Crawl Space ☐ Slab
☐	☒	☐	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): ☐ YES ☐ NO
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☐	☐	Movement, shifting, deterioration or other problems with walls or foundation?
☐	☐	☐	Cracks or flaws in the walls, floors or foundation?
☐	☐	☐	Problems with driveways, walkways, patios, retaining walls, party walls?
☐	☒	☐	Problems with operation of windows or doors, or broken seals?
☐	☒	☐	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☐	☒	Is there insulation in the walls?
☐	☐	☒	Is there insulation in the floors?
Additional Comments: <i>Screens not used on windows are in safe room</i>			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
			Age: <u>2012/13</u> Type: <u>shingle</u>
☐	☒	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☒	☐	During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☐	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments: <i>Attic space has electrical running to it. Windows have lights that can be turned on at front door switch</i>			

YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
☐	☒	☐	Presence of any mold/mildew in the property?
☐	☒	☐	Any problems created by mold or mildew for occupants of the structure during your ownership?
☐	☒	☐	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
☐	☒	☐	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
☐	☒	☐	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

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Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

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Attach all relevant documentation for further explanation, including any and all repair reports.

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YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: <u>Rural Water 5, Boulder</u>	
☐	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
☐	☐	☐	☐ Drinking Well	☒ Irrigation Well
☒	☐	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☐	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☐	☐	Working?	Type: _____ Location: _____ Depth: _____
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☒	☐	☐	Is the property connected to a septic system? Date Last Pumped: _____	
☐	☐	☐	Tank Size: _____	Location: _____
☐	☐	☐	# feet laterals: _____	# Feet infiltrators: _____ Location: _____
☐	☒	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☒	☐	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				
<u>Waterways were made to provide adequate drainage from field to pond(s)</u>				
YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
<i>To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)</i>				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☐	☒	☐	Sump Pump(s)	Location(s): <u>Basement - mechanical room</u>
☐	☒	☐	Drain Tiles (If YES, mark all that apply.)	☐ INTERIOR ☐ EXTERIOR
Additional Comments:				
<u>Faucet on west end, front of home is capped off. A leak appeared & plumber went through ceiling of west bedroom due to shut off.</u>				
YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☒	☒	☐	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
☐	☐	☐	☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
☐	☐	☐	☐ WOOD DESTROYING INSECTS	☐ DRY ROT ☐ OTHER WOOD INFESTATION
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
☐	☐	☐	Company: _____	Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				
<u>Exterior garage door & trim around garage doors show some rot</u>				

RELEASE DATE 4/2022 (Rev 11/21)

SELLER'S INITIALS:



Pg 4 of 7

BUYER'S INITIALS:

#1004

179 Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
 180 Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
☐	☒	☐	Is the property located in a subdivision with a master drainage plan?
☐	☒	☐	If YES, is the property in compliance?
☐	☒	☐	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
☐	☒	☐	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
☐	☒	☐	Do mineral rights convey to buyer? If NO, please define:
			Groundwater contamination has been detected in several areas in the State of Kansas.
☐	☒	☐	Are you aware of groundwater contamination or other environmental concerns?
☐	☒	☐	Any reports or records pertaining to groundwater contamination or other environmental concerns?
☒	☐	☐	Are there any diseased or dead trees and shrubs? <i>Some pines are diseased,</i>
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
☐	☒	☐	Asbestos
☐	☒	☐	Contaminated soil or water (including drinking water)
☐	☒	☐	Landfill or buried materials
☐	☒	☐	Lead-based paint (If YES, attach disclosure.)
☐	☒	☐	Radon gas in house or well Has a mitigation system been installed? (Mark One) ☐ YES ☐ NO
☐	☒	☐	Methane Gas
☐	☒	☐	Oil sheers in wet areas
☐	☒	☐	Radioactive material
☐	☒	☐	Toxic material disposal (solvents, chemicals, etc.)
☐	☒	☐	Underground fuel or chemical storage tanks
☐	☒	☐	EMFs (Electro Magnetic Fields)
☐	☒	☐	Urea formaldehyde foam insulation (UFFI)
☐	☐	☐	Other: <i>Burn pit used over the years along east fence</i>
☐	☒	☐	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
☐	☒	☐	To your knowledge, are any of the above conditions present near your property?

Comments:

YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
☒	☐	☐	Have you had a survey of the property? (If YES, attach copy if available.) <i>when purchased</i>
☒	☐	☐	Are the boundaries of your property marked in any way? <i>Fences</i>
☒	☐	☐	Is there any fencing on the boundaries of the property?
☒	☐	☐	Does fencing belong to the property? If YES, which sides? <i>One down middle, around pond</i>
☐	☒	☐	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
☐	☐	☐	Is the property owner responsible for maintenance of any such shared feature(s)?
☐	☒	☐	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
☐	☒	☐	To your knowledge, is any portion of the property located in a federally designated flood plain?
☐	☐	☐	Do you currently, or have you ever, paid flood insurance for the property?
☐	☐	☒	To your knowledge, is any portion of the property located in a designated wetlands area?
☐	☒	☐	Do you know of any of the following items that have occurred on the property or in the immediate area? (Mark all that apply.)
			☐ EXPANSIVE SOIL ☐ EARTH MOVEMENT
			☐ FILL DIRT ☐ UPHEAVAL
			☐ SLIDING ☐ EARTH STABILITY PROBLEMS
			☐ SETTLING

Comments:

CRACKS in ground (expansion) now due to excessive heat + lack of rain

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9 SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
			The law requires that the Seller disclose the existence of special assessments against a property.
☐	☐	☒	Any current/pending bonds, assessments, or special taxes that apply to property?
☐	☐	☒	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			☐ Owner ☐ County ☐ Public Record ☐ Other: _____
☐	☒	☐	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? _____ Initiation Fee? _____
			Homeowner's Association contact information: _____
☐	☒	☐	Is the property subject to a right of first refusal?
☐	☒	☐	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
☐	☒	☐	Any violations of such covenants and restrictions?
Comments:			

YES	NO	DON'T KNOW	SECTION 10 MISCELLANEOUS
☐	☒	☐	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits ?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☐	☐	Is the present use of the property a non-conforming use?
☒	☐	☐	Have there been any insurance claims during the seller's ownership?
☒	☐	☐	Were repairs made? If so, explain: <u>faucet, sump pump after construction - warranted by plumber</u>
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☒	☐	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☐	☐	Does any other personal property remain? If YES, please list: _____
☐	☒	☐	Does the property contain any of the following? (Mark all that apply.)
			☐ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☒	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☒	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
			Explain: _____
☐	☒	☐	Is the property in a historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☒	☐	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☐	☒	Are there any transferable warranties on the property or any of its components?
Comments:			

Well stocked pond, Wildlife

Any Additional Comments For Part II:

Water ran over in mudroom Sink, overflowed to basement - (spare bedroom) - repaired + patched sheetrock (ceiling)

285

SELLER'S ACKNOWLEDGEMENT

286 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's
287 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the
288 Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and
289 releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with
290 the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other
291 real estate brokers and agents and prospective buyers of the property.

292

Seller is occupant: ☒ YES ☐ NO

293 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.

294
295

SELLER: [Signature] Date: 9/12/22 SELLER: Jeffrey L. Willis ^{Authentisign} Date: 09/15/2022

296

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

297 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject
298 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by
299 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract
300 with the Seller.

301 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical
302 defects in the property.

303 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
304 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
305 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
306 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

307 4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that
308 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be
309 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential
310 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by
311 contacting the Metropolitan Area Planning Department.

312
313

BUYER: _____ Date: _____ BUYER: _____ Date: _____

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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

1 **Property Address:** 12109 172nd Rd. - Winfield, KS 67156
 2 **Seller:** _____ **Date of Purchase:** _____
 3 **Property currently zoned as:** _____

4 **Message to the Seller:** This statement is a disclosure of the condition of the above described Property known by the SELLER on
 5 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,
 6 and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know
 7 something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the
 8 form. Prospective Buyers may rely on the information you provide.

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

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

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

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

19 **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

20 ☐ ☐ ☒ ☐ ☐ Well/Pump _____
 21 ☐ ☐ ☒ ☐ ☐ Drinking _____ Irrigation _____
 22 ☐ ☐ ☒ ☐ ☐ Location @ Windmill, opp center of property
 23 ☐ ☐ ☒ ☐ ☐ Depth _____
 24 ☐ ☐ ☒ ☐ ☐ Type _____
 25 ☐ ☐ ☒ ☐ ☐ If on well water, has water ever shown test results of contamination? ☐ Yes ☒ No
 26 ☐ ☐ ☒ ☐ ☐ Is the property connected to ☐ city ☒ rural water systems?
 27 ☐ ☐ ☒ ☐ ☐ Rural Water Transfer? ☐ Yes ☐ No Transfer Fee \$ _____
 28 ☒ ☐ ☐ ☐ ☐ Cistern _____
 29 ☐ ☐ ☐ ☐ ☐ Other _____
 30 ☐ ☐ ☐ ☐ ☐ Comments: well was dug since construction - opp 2014
 31 _____
 32 _____

DRAINAGE/SEWAGE SYSTEMS

33 ☐ ☐ ☐ ☐ ☐ Sewer Lines _____
 34 ☐ ☐ ☒ ☐ ☐ Septic/Laterals _____
 35 ☒ ☐ ☐ ☐ ☐ Lagoon _____
 36 ☐ ☐ ☐ ☐ ☒ Tank Size _____ Location Between west end of home + fence
 37 ☐ ☐ ☐ ☐ ☒ # Feet of Laterals _____
 38 ☐ ☐ ☐ ☐ ☐ Other _____
 39 ☐ ☐ ☐ ☐ ☐ Other _____
 40 ☐ ☐ ☐ ☐ ☐ Comments: _____
 41 _____
 42 _____

Seller's Initials AM

Buyer's Initials _____

PART II

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

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

- 43 ☐ ☐ ☒ ☐ ☐ Is there a propane tank on the property?
 44 If yes, is it ☒ owned ☐ leased?
 45 Company: Bur Propane - Burden, KS
 46 ☒ ☐ ☐ ☐ ☐ Are there solar panels on the property?
 47 If yes, are they ☐ owned ☐ rented/leased?
 48 Company: _____
 49 ☒ ☐ ☐ ☐ ☐ Are there wind turbines on the property?
 50 If yes, are they ☐ owned ☐ rented/leased?
 51 Company: _____
 52 ☒ ☐ ☐ ☐ ☐ Is there hydroelectric on the property?

Yes
No
Don't Know

- 53 ☐ ☒ ☐ Is gas connected to property? If not, distance to nearest source? _____
 54 ☒ ☐ ☐ Is electricity connected to property? If not, distance to nearest source? _____
 55 ☐ ☐ ☒ To your knowledge, is there any additional costs to hook up utilities?
 56 If yes, please explain: _____
 57 _____
 58 Comments: _____
 59 _____

DRAINAGE/SEWAGE SYSTEMS

- 60 ☐ ☒ ☐ Is property connected to a public sewer system?
 61 If yes, no explanation required.
 62 ☐ ☐ ☐ Is there a septic tank/lagoon system serving this property?
 63 If yes, when was it last serviced? Date _____
 64 ☐ ☒ To your knowledge, is there any problems relating to the septic tank/cesspool/sewer system?
 65 ☐ ☒ To your knowledge, is the property located in a federally designated flood plain or wetlands area?
 66 ☐ ☒ ☐ Is the property located in a subdivision with a master drainage plan?
 67 ☐ ☐ ☐ If so, is this property in compliance?
 68 ☐ ☒ ☐ Has the property ever had a drainage problem during your ownership?
 69 ☐ ☐ ☒ Do you currently pay flood insurance?
 70 ☐ ☒ ☐ Other drainage/sewage systems and their conditions: _____
 71 Comments: Home was built 2 feet above pond level
 72 _____

BOUNDARIES/LAND

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

Seller's Initials

gm JW

Buyer's Initials

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

- 85
86 ☐ ☒ ☐ Is the property subject to rules or regulations of any homeowner's association?
Annual dues \$ _____ Initiation Fee \$ _____
87
88 ☐ ☒ To your knowledge, are there any problems relating to any common area?
89 ☐ ☒ Have you been notified of any condition which may result in an increase in assessments?
90 Comments: _____
91

ENVIRONMENTAL CONDITIONS

- 92 To your knowledge, are any of the following substances, materials, or products present on the real property?
93
94 ☐ ☒ Asbestos
95 ☐ ☒ Contaminated soil or water (including drinking water)
96 ☐ ☐ Landfill or buried materials *Big burn pile next to east fence*
97 ☐ ☒ Methane gas
98 ☐ ☒ Oil sheers in wet areas
99 ☐ ☒ Radioactive material
100 ☐ ☒ Toxic material disposal (e.g., solvents, chemicals, etc.)
101 ☐ ☒ Underground fuel or chemical storage tanks
102 ☐ ☒ EMFs (Electro Magnetic Fields)
103 ☐ ☒ Gas or oil wells in area
104 ☐ ☒ Other
105 ☐ ☒ To your knowledge, are any of the above conditions present near your property?
106 Comments: _____
107

MISCELLANEOUS

- 108 To your knowledge:
109
110 ☐ ☒ Are there any gas/oil wells on the property or adjacent property?
111 ☐ ☒ Is the present use of the property a non-conforming use?
112 ☐ ☒ Are there any violations of local, state or federal government laws or regulations relating to this property?
113 ☐ ☒ Is there any existing or threatened legal or regulatory action affecting this property?
114 ☐ ☒ Are there any current special assessments or do you have knowledge of any future assessments?
115 ☐ ☒ Are there any proposed or pending zoning changes on this or adjacent property?
116 ☐ ☒ Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
117 ☒ ☐ Are there any diseased or dead trees or shrubs?
118 ☐ ☒ Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
119
120 ☐ ☐ 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.
121
122 Comments: _____
123
124 Seller Owns:
125 ☐ ☒ Mineral Rights:
126 _____ % pass with the land to the Buyer _____ % remain with the Seller
127 _____ % are owned by third party _____ unknown
128 ☐ ☒ Are there any oil, gas, or wind leases of record or Other? Please explain: _____
129
130 ☐ ☒ Crops planted at the time of sale:
131 _____ pass with the land to the Buyer _____ remain with the Seller
132 _____ none _____ negotiable
133 _____ Other (please describe): _____
134

Seller's Initials

JLW

Buyer's Initials

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

Water Rights:

_____ pass with the land to the Buyer - Permit # _____
 _____ remain with the Seller - Permit # _____
 _____ have been terminated

Comments: _____

SELLER'S ACKNOWLEDGMENT

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate brokers and agents and prospective buyers of the property.

_____ *Jeffrey L. Willis* 09/15/2022
 Seller Date Seller Date

OR

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. I have not occupied this property in _____ years and am not familiar with all conditions represented in this form.

 Seller Date Seller Date

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning the condition or value of the property.
2. I agree to verify any of the above information that is important to me by an independent investigation of my own. I have been advised to have the property examined by professional inspectors.
3. I acknowledge that neither Seller nor any REALTOR® involved in this transaction is an expert at detecting or repairing physical defects in the property. I state that no important representations concerning the condition of the property are being relied upon by me except as disclosed above or as fully set forth as follows: _____
4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.
5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

 Buyer Date Buyer Date

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Seller's Initials _____ Buyer's Initials _____



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 12109 172nd Rd. - Winfield, KS 67156

DOES THE PROPERTY HAVE A WELL? YES X NO

If yes, what type? Irrigation X Drinking Other

Location of Well: App center of property

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

If yes, what type? Septic X Lagoon

Location of Lagoon/Septic Access: Between west end of home & fence

Lauren M. Sullivan

Owner

Authentisign

Jeffrey L. Willis

Owner

9/12/22

Date

09/19/2022

Date

320 E. 9th Suite B
Winfield, KS 67156
Phone: (620) 221-1430
Fax: (620) 221-0389



City-Cowley County
Health Department

115 E. Radio Lane
Arkansas City, KS 67005
Phone: (620) 442-3260
Fax: (620) 442-1759

October 20th, 2022

Bethany Emerson
McCurdy Real Estate and Auction
12041 E 13th St N
Wichita, KS 67206

RE: 12109 172nd Road Winfield, KS 67156

Mrs. Emerson,

This letter regards the above referenced address and the inspection conducted at this address on October 20th, 2022. Currently, there are no deficiencies with the septic system as installed on the property.

It is, as always, highly recommended that the tank be pumped and the interior inspected by a licensed sewage hauler, and that the tank continues to be pumped every three to five years as part of routine upkeep and maintenance.

If there are any questions to the nature or results of this inspection, please reach out to me at the Health Department. I will do what I can to assist you.

Warmly,

A handwritten signature in black ink, appearing to read "Tanner Langer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

10/20/2022

Tanner Langer, CFM
Environmental Health Specialist, Floodplain Manager
City-Cowley County Health Department
320 E 9th Ave, Suite B
Winfield, KS 67156-6001
620-221-1430 ext. 5582
620-218-1167 (Cell)

Date:

320 E. 9th Suite B
Winfield, KS 67156
Phone: (620) 221-1430
Fax: (620) 221-0389



115 E. Radio Lane
Arkansas City, KS 67005
Phone: (620) 442-3260
Fax: (620) 442-1759

Section I. **WATER SUPPLY SYSTEM** - Location:

Deficiencies Observed

- ☐ Well head terminates in a pit
- ☐ Well not adequately sealed
- ☐ Well located within 50 feet of wastewater system surface water, or animal confinement

Comments/Findings:

Property owner is responsible for obtaining a water sample and having that sample analyzed for coliform bacteria to determine if the water is safe for human consumption.

Section II. **WASTEWATER SYSTEM** - Location:

Deficiencies Observed

- ☐ Lateral Field or lagoon located within 50 feet of surface water or well water.
- ☐ Cesspool**
- ☐ Wastewater discharges upon ground/watercourse**
- ☐ Laundry drain discharges upon ground/watercourse**
- ☐ Lagoon area not adequately fenced**
- ☐ Damage to wastewater system components

Comments / Findings: Cleanout port near house has suffered damage and is exposed – needs repaired as soon as possible. Absorption field is undersized for comparative properties.

- ✓ *Property owner is responsible for proper maintenance of private wastewater system including periodic septic tank pumping and inspection and ongoing monitoring of the soil absorption (lateral) field. Any indication of wastewater seepage or pooling at the surface should promptly investigated and in order to ensure proper system functioning.*

Any item marked in Section I or II indicates that the system does not meet current recommended standards as outlined in Bulletin 4-1 or Bulletin 4-2 by the Kansas Department of Health and Environment. In Section I, if an item is marked that contains an asterisk it is considered a health risk according to the Environmental Protection Agency (EPA) drinking water standards and guidelines. If any items marked in Section II contain an asterisk it is considered a health hazard and a violation of state and/or local regulations. It is advisable to upgrade any system to current standards wherever feasible.

WATER SUPPLY SYSTEM –(\) Comments:

WASTEWATER SYSTEM - (APPROVED) Comments:

10/20//2022

Authorized Signature
Tanner Langer, CFM
Environmental Health Specialist, Floodplain Manager
City-Cowley County Health Department
320 E 9th Ave, Suite B
Winfield, KS 67156-6001

Date:



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.

Buyer/Seller Name

Buyer/Seller Name

Authorized Email Address

Authorized Email Address

Authorized Phone Number

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>



Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : KATHY L BURNS
Farms Associated with Operator : 20-035-4730, 20-035-6645, 20-035-9506
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Ineligible - Complete G//F History

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
34.48	24.94	24.94	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	24.94	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None
ARC Individual - Default	ARC County - Default	Price Loss Coverage - Default
None	None	WHEAT, OATS, SORGH, SOYBN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	15.90	0.00	36	
Oats	4.40	0.00	52	
Grain Sorghum	2.50	0.00	43	
Soybeans	0.60	0.00	9	

TOTAL **23.40** **0.00**

NOTES

Tract Number : 11934

Description : NW4NW4 36-32-4
FSA Physical Location : KANSAS/COWLEY
ANSI Physical Location : KANSAS/COWLEY
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : MILES LIVING TRUST DATED MAY 25 2010
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
34.48	24.94	24.94	0.00	0.00	0.00	0.00	0.00



Abbreviated 156 Farm Record

Tract 11934 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	24.94	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	15.90	0.00	36
Oats	4.40	0.00	52
Grain Sorghum	2.50	0.00	43
Soybeans	0.60	0.00	9
TOTAL	23.40	0.00	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

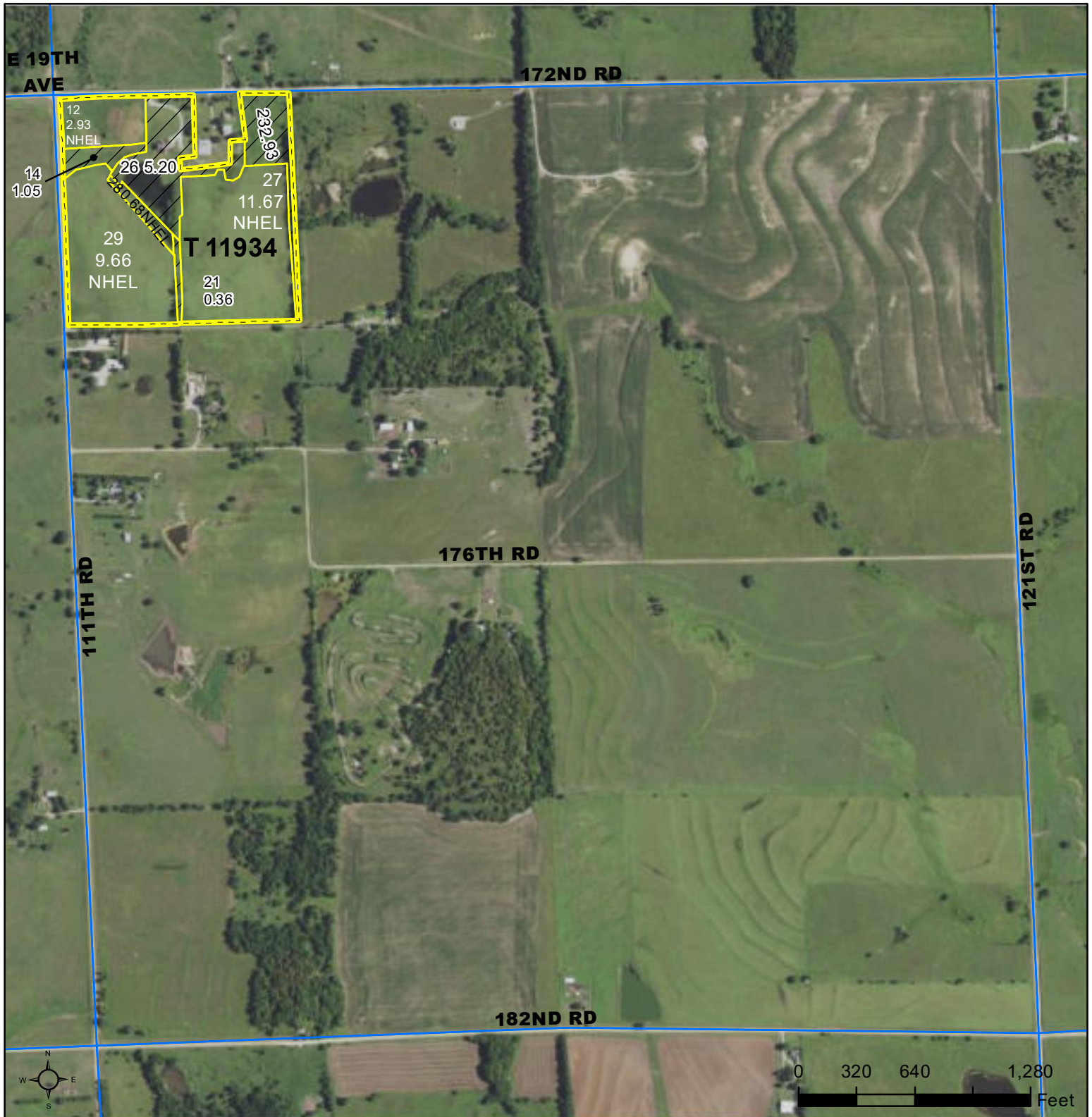
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



United States
Department of
Agriculture

Cowley County, Kansas



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

- Tract Boundary
- PLSS

Unless noted on field:

- | | |
|-----------------------------|--------------------------------|
| 1/ All Wheat HRW, NI, GR | 5/ Grass NAG, NI, GZ |
| 2/ All Sorghum GRS, NI, GR | 6/ Grass NAG, NI, GZ |
| 3/ All Corn YEL, NI, GR | 7/ Alfalfa, NI, GZ |
| 4/ All Soybeans COM, NI, GR | 8/ Sorghum Forage Cane, NI, FG |

2022 Program Year

Map Created June 13, 2022

Farm **6645**
Tract **11934**

36-32-4

Displayed over 2021 NAIP

Tract Cropland Total: 24.94 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

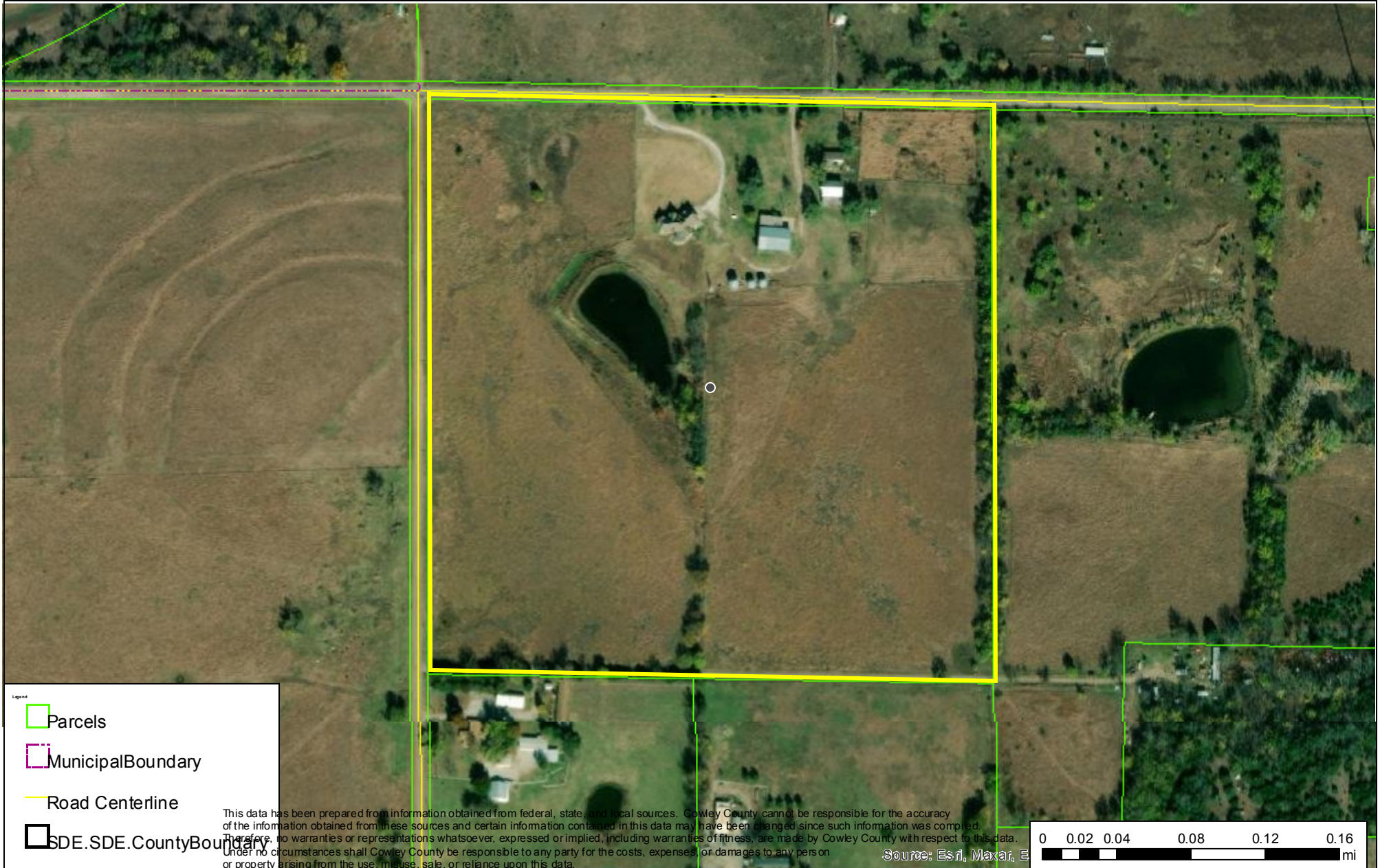
12109 172nd Rd., Winfield, KS, 67156 - Zoning Farm Homesite

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



COWLEY COUNTY
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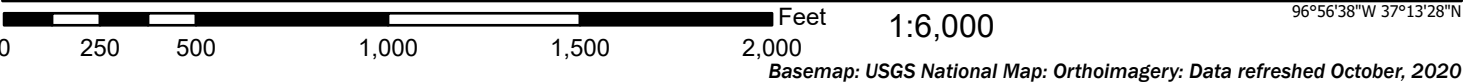
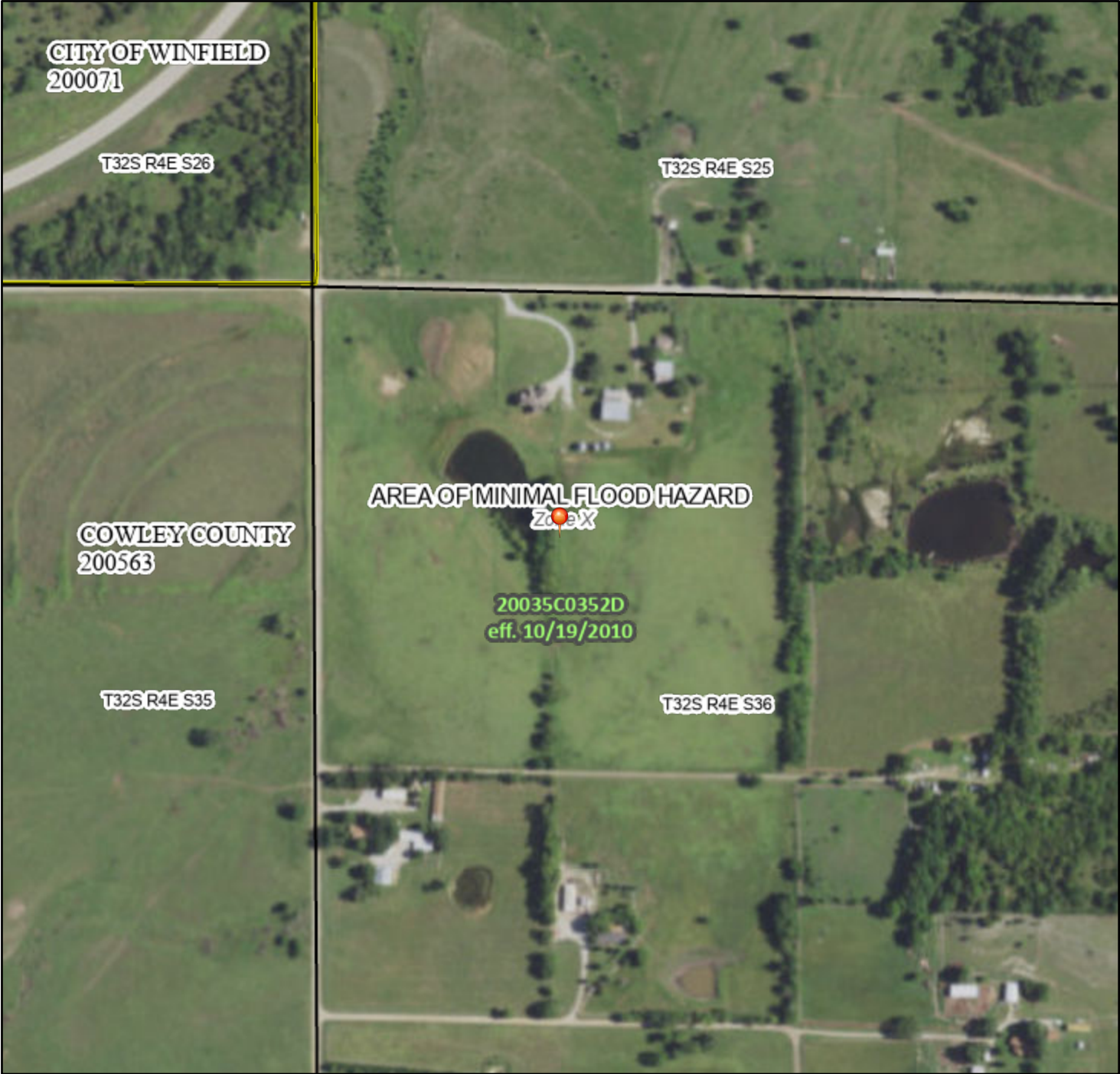
Map produced via
Cowley County GIS Web App Builder



12109 172nd Rd, Winfield, KS 67156 - FEMA Area of Minimal Flood Hazard



96°57'15"W 37°13'57"N



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
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		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
OTHER AREAS		Area with Flood Risk due to Levee Zone D
		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		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 8/8/2022 at 3:44 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.

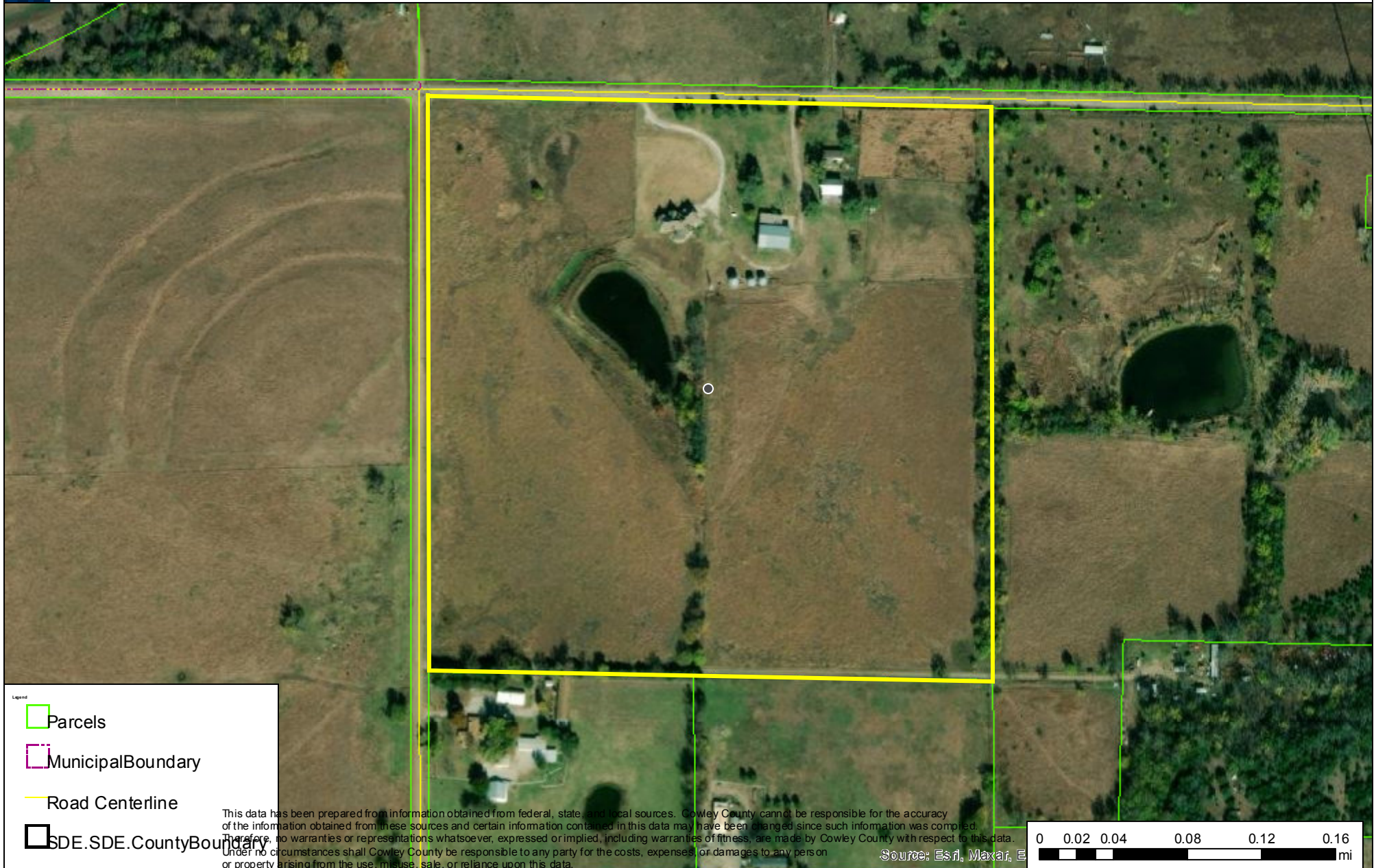
12109 172nd Rd., Winfield, KS 67156 - Aerial

Map produced via
Cowley County GIS Web App Builder

Cowley County GIS
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COWLEY COUNTY
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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)*

