

PROPERTY INFORMATION PACKET | THE DETAILS



0.78± Acres in Derby Marketplace | Derby, KS 67037

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

BIDDING CLOSING: Thurs, May 4th @ 2:00 PM

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



McCurdy
REAL ESTATE & AUCTION



Table of Contents

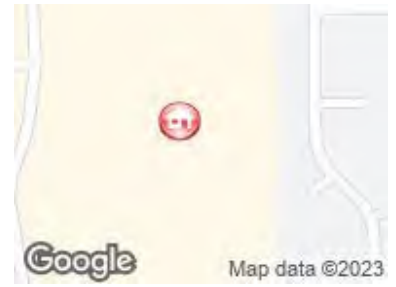
PROPERTY DETAIL PAGE
SELLER'S PROPERTY DISCLOSURE STATEMENT
WATER WELL ORDINANCE
GROUNDWATER ADDENDUM
SECURITY 1 ST TITLE WIRE FRAUD ALERT
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy 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 # 623609
Status Active
Contingency Reason
Property Type Vacant Commercial Land
Address 0.78+/- Acres Derby Marketplace
Address 2
City Derby
State KS
Zip 67037
County Sedgwick
Area SCKMLS
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 4
Picture Count 32



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - OFF: 316-683-0612	List Date	3/28/2023
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	888-874-0581	VOW: Allow AVM	Yes
Sale/Lease		VOW: Allow 3rd Party Comm	Yes
Building Size SqFt	N/A or Lease	Virtual Tour Y/N	
Number of Acres	0.78	Days On Market	15
Zoning	General Comm	Cumulative DOM	15
Parcel ID	08722-9-32-0-33-02-001.05-	Cumulative DOMLS	
# of Stories	0	Input Date	4/12/2023 2:26 PM
Apx Gross Building SqFt	0.00	Update Date	4/12/2023
Apx Net Rentable SqFt		Off Market Date	
Apx Min Available SqFt	0.00	Status Date	4/12/2023
Apx Max Contiguous SqFt	0.00	HotSheet Date	4/12/2023
Apx Vacant SqFt	0.00	Price Date	4/12/2023
Land SqFt	33,976.80		
Present Use of Bldg	Vacant Lot		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	0		
Subdivision			
Legal	LOT 3 BLOCK 1 DERBY MARKETPLACE 4TH ADDITION		
Sub-Agent Comm	0		
Buyer-Broker Comm	3		
Transact Broker Comm	3		
Variable Comm	Non-Variable		

DIRECTIONS

Directions Derby - Meadowlark Blvd & Rock Rd. - NE corner of intersection

FEATURES

LOADING DOCK	ROOF	OWNER PAID EXPENSES	OWNERSHIP
None	None	Property Insurance	Corporate
RAIL	UTILITIES AVAILABLE	Site Maintenance	SHOWING INSTRUCTIONS
None	Gas	ELECTRICAL	Call Showing #
OVERHEAD DOORS	Electric	None	LOCKBOX
None	City Water	MISCELLANEOUS FEATURES	None
PARKING	City Sewer	None	TYPE OF LISTING
Parking Over 25	FLOORS	PROPOSED FINANCING	Excl Right w/o Reserve
ROAD FRONTAGE	None	Other/See Remarks	AGENT TYPE
City Arterial	HEATING	TERMS OF LEASE	Sellers Agent
LOCATION	None	No Leases	FLOOD INSURANCE
Retail Strip	COOLING	DOCUMENTS ON FILE	Unknown

FEATURES

CONSTRUCTION	None	Aerial Photos	POSSESSION
None	TENANT PAID EXPENSES	Documents Online	At Closing
SIDEWALL HEIGHT	None	Ground Water Addendum	
None		Restrictions/Covenants	
		Survey	

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$5,754.37
General Tax Year	2023
Special Taxes	1,631.45
Special Tax Year	2023
Special Balance	1,631.45
Gross Income	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, April 25th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, May 4th, 2023 at 2 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!!! Location, Location, Location!! Don't miss out on this rare opportunity to purchase in the well-established Derby Marketplace just off Rock Road and Meadowlark. This shovel-ready end cap lot with 30+ parking spaces is anchored to Hobby lobby and next to Dillons, two of the big box stores in this multi-million-dollar commercial master-plan development. Along with the locations high visibility, Rock Road provides a daily average of 32,000 vehicles. Jump at this chance to build your future! Retail Investment Development Opportunity Build to Suit Daily Traffic Count of 32,000+ End Cap Lot Back Alley Adjacent Over 30 Parking Spots All Utilities Available Don't miss this rare retail development opportunity in a terrific multi-million-dollar shopping plaza! This lot is subject to Exclusives and Prohibited Uses. Please thoroughly review Preliminary Title Commitment located in the Supporting Documents section. *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.

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Absolute	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	4/25/2023	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	05/03/2023 5 pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	10.00	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	7,500.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

PERSONAL PROPERTY

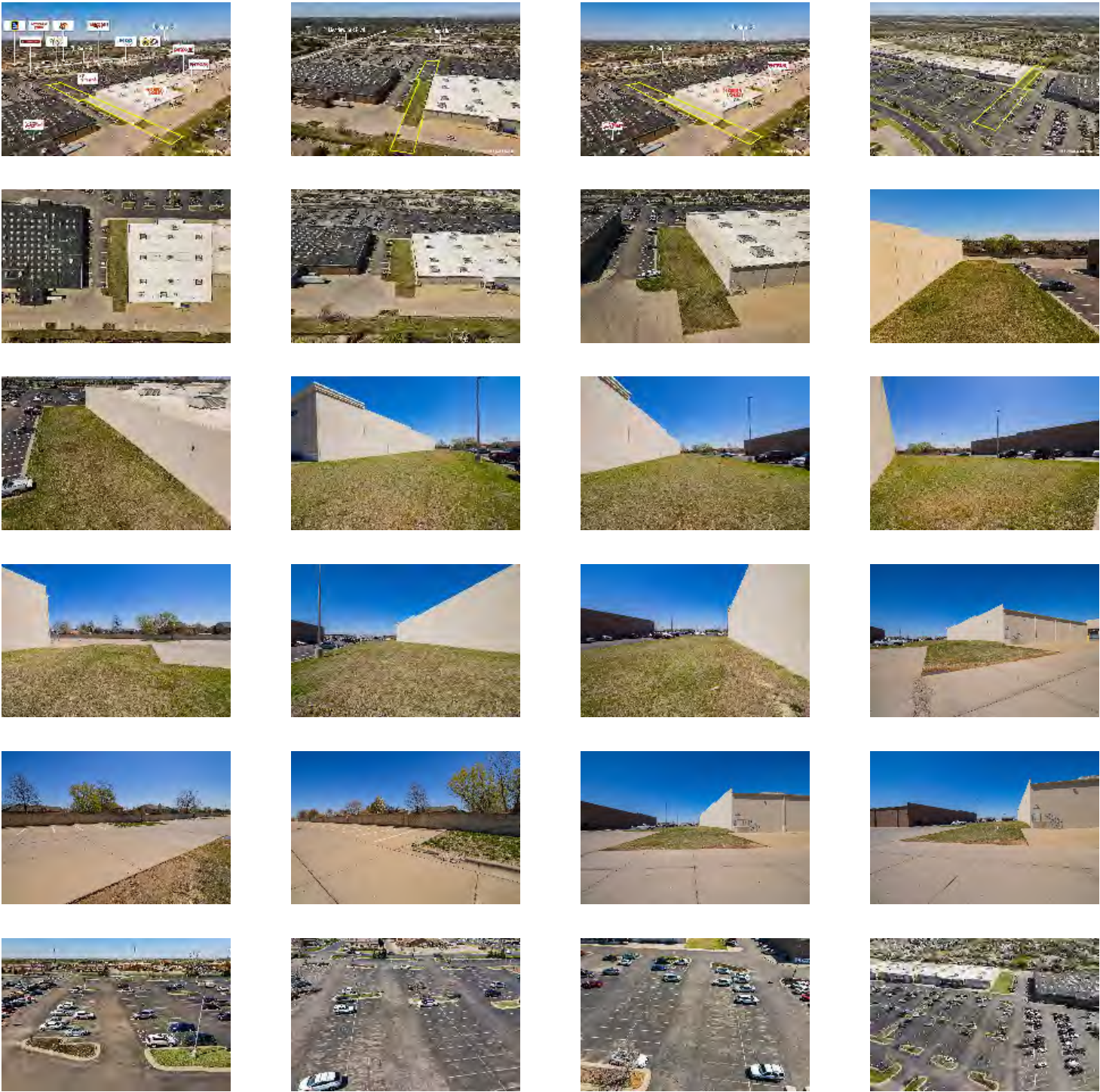
Personal Property

SOLD

How Sold
Sale Price
Net Sold Price
Pending Date
Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N

Sold at Auction Y/N
Selling Agent - Agent Name and Phone
Selling Office - Office Name and Phone
Co-Selling Agent - Agent Name and Phone
Co-Selling Office - Office Name and Phone
Appraiser Name
Non-Mbr Appr Name

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 2023 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

SELLER'S PROPERTY DISCLOSURE STATEMENT - for Land Only

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: LOT 3 BLOCK 1 DERBY MARKETPLACE 4TH ADDITION

Seller: DERBY MARKETPLACE THREE LLC Date of Purchase:

Property currently zoned as:

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

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

DRAINAGE/SEWAGE SYSTEMS

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

Seller's Initials

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: _____
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

vacant land

- 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: _____
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 *AV*

Buyer's Initials _____

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

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

ENVIRONMENTAL CONDITIONS

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

- Asbestos
- Contaminated soil or water (including drinking water)
- Landfill or buried materials
- Methane gas
- Oil sheers in wet areas
- Radioactive material
- Toxic material disposal (e.g., solvents, chemicals, etc.)
- Underground fuel or chemical storage tanks
- EMFs (Electro Magnetic Fields)
- Gas or oil wells in area
- Other

To your knowledge, are any of the above conditions present near your property?

Comments: _____

MISCELLANEOUS

To your knowledge:

- Are there any gas/oil wells on the property or adjacent property?
- Is the present use of the property a non-conforming use?
- Are there any violations of local, state or federal government laws or regulations relating to this property?
- Is there any existing or threatened legal or regulatory action affecting this property?
- Are there any current special assessments or do you have knowledge of any future assessments?
- Are there any proposed or pending zoning changes on this or adjacent property?
- Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?
- Are there any diseased or dead trees or shrubs?
- Is the property located in an area where public authorities have or are contemplating condemnation proceedings?
- Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: _____

Seller Owns:

- Mineral Rights:
- _____ % pass with the land to the Buyer _____ % remain with the Seller
- _____ % are owned by third party _____ unknown
- Are there any oil, gas, or wind leases of record or Other? Please explain: _____
- Crops planted at the time of sale:
- _____ pass with the land to the Buyer _____ remain with the Seller
- _____ none _____ negotiable
- Other (please describe): _____

Seller's Initials

Buyer's Initials

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

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.

Seller [Signature] Date 3/14/23 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 _____

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form or that its use is appropriate for all situations. Copyright 2022.

Seller's Initials

ST

Buyer's Initials _____



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 0.785 +/- Acres At Derby Marketplace On N. Rock Rd. - Derby, KS

67037

DOES THE PROPERTY HAVE A WELL? YES _____ NO X _____

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign

Scott Taubin

Owner

03/28/2023
Date

Owner

Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:
6 0.785 +/- Acres At Derby Marketplace On N. Rock Rd. - Derby, KS 67037

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

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

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

10 ST Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or
12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

16 ST Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or
18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

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

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

24 **CERTIFICATION**

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

28 Scott Taubin 03/28/2023
29 Seller Date

Buyer Date

30 _____
31 Seller Date

Buyer Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2016.



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

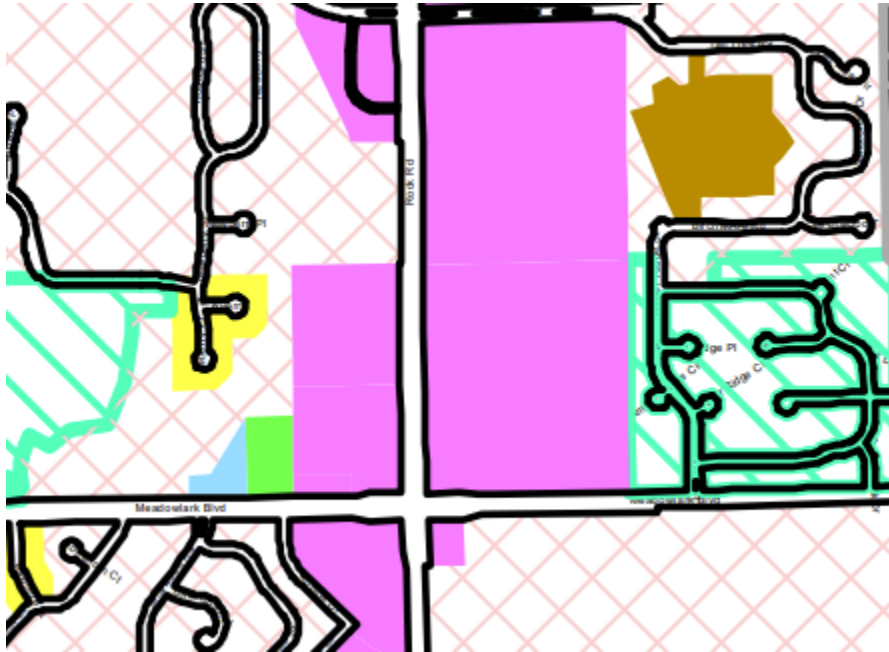
FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

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

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

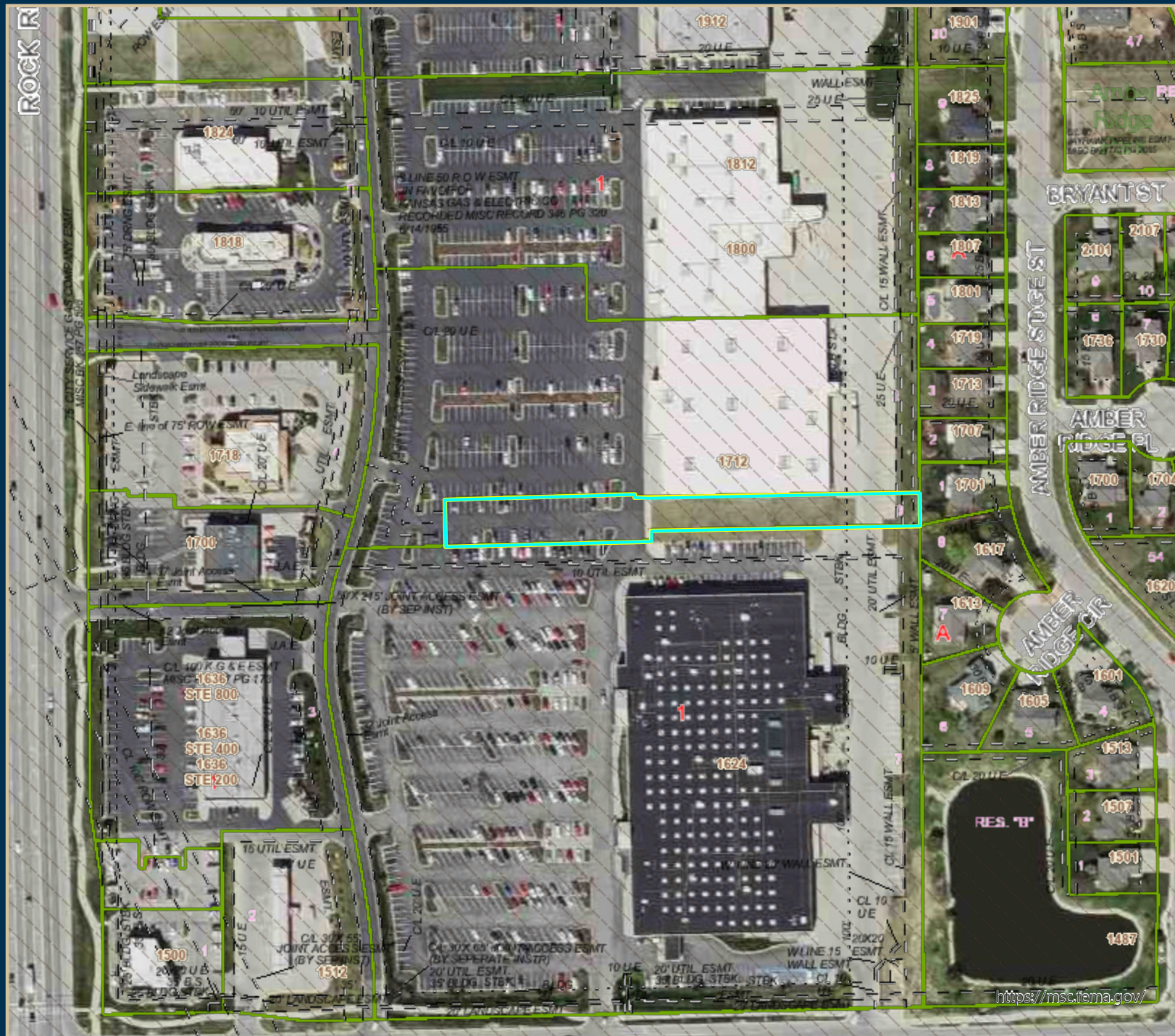
Lot 3 Block 1 Derby Marketplace 4th Add

Zoning: B-3 General Business



Zone

-  "R-1" Single-Family Residential
-  "R-1A" Single-Family/Zero Lot Line
-  "R-1B" Low-Density Single-Family Residential
-  "R-1C" Suburban Single-Family Residential
-  "R-2" Two-Family Residential
-  "R-3" Multi-Family Residential - (15 du/acre)
-  "R-4" Multi-Family Residential - (25 du/acre)
-  "MH-1" Manufactured/Mobile Home Park
-  "I-1" Institutional
-  "B-1" Office Business
-  "B-2" Neighborhood Business
-  "B-2A" Buckner Business District
-  "B-3" General Business
-  "B-4" Central Shopping
-  "B-5" Restricted Commercial, Warehousing, Limited Manufacturing
-  "M-1" Industrial
-  "PUD" Planned Unit Development
-  "NR-PUD" Non-Residential Planned Unit Development



Legend

Flood Plain

(X) 0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A
A

AE
AE

AE, FLOODWAY

AE, FLOODWAY

AH
AH

AO
AO

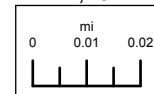
X - Area of Special Consideration

X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X
X

Area Not Included

1:2,257



Date: 3/6/2023

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.



Geographic Information Services

Sedgwick County...
working for you

Lot 3 Block 1 Derby Marketplace 4th Add | Flood

© 2023 Sedgwick County Kansas Government. All rights reserved.

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. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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)*

