

PROPERTY INFORMATION PACKET | THE DETAILS



801 S. Buckner St. | Derby, KS 67037

LIVE, IN PERSON, ONSITE: Saturday, June 24th @ 10:30 am

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



McCurdy
REAL ESTATE & AUCTION



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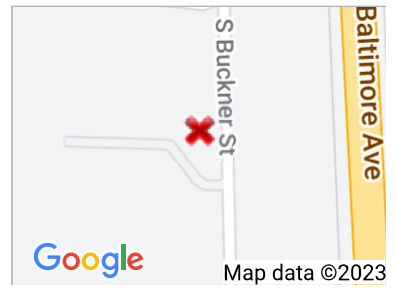
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent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

ALL FIELDS CUSTOMIZABLE



MLS # 625642
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area SCKMLS
Address 801 S BUCKNER ST
Address 2
City Derby
State KS
Zip 67037
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 3



GENERAL

List Agent - Agent Name and Phone	RICK W BROCK - HOME: 316-683-0612	List Date	4/19/2023
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
Zoning Usage	Single Family	VOW: Allow 3rd Party Comm	Yes
Parcel ID	20173-241-12-0-34-00-003.00	Sub-Agent Comm	0
Number of Acres	8.61	Buyer-Broker Comm	3
Price Per Acre	0.00	Transact Broker Comm	3
Lot Size/SqFt	375052	Variable Comm	Non-Variable
School District	Derby School District (USD 260)	Virtual Tour Y/N	
Elementary School	Swaney	Days On Market	42
Middle School	Derby	Cumulative DOM	42
High School	Derby	Cumulative DOMLS	
Subdivision	NONE LISTED ON TAX	Input Date	5/31/2023 2:07 PM
	RECORD	Update Date	5/31/2023
Legal	LOT 1 V. F. W. ADD.	Status Date	5/31/2023
		HotSheet Date	5/31/2023
		Price Date	5/31/2023

DIRECTIONS

Directions (Derby) Market St. & N. Baltimore Ave. - South on Baltimore, West on Washington, South on Buckner

FEATURES

SHAPE / LOCATION	UTILITIES AVAILABLE	DOCUMENTS ON FILE	SHOWING INSTRUCTIONS
Rectangular	Electricity	Aerial Photos	Call Showing #
Irregular	Natural Gas	Ground Water Addendum	LOCKBOX
TOPOGRAPHIC	Private Water	Other/See Remarks	SCKMLS
Pond/Lake	Public Sewer	FLOOD INSURANCE	AGENT TYPE
Rolling	IMPROVEMENTS	Required	Sellers Agent
Stream/River	Paving	SALE OPTIONS	OWNERSHIP
Wooded	Fencing	Other/See Remarks	Individual
PRESENT USAGE	OUTBUILDINGS	PROPOSED FINANCING	TYPE OF LISTING
Recreational	Garage	Other/See Remarks	Excl Right w/o Reserve
ROAD FRONTAGE	MISCELLANEOUS FEATURES	POSSESSION	BUILDER OPTIONS
Paved	None	At Closing	Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$2,043.34
General Tax Year	2023
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks LIVE, ONSITE AUCTION!!! NO MINIMUM, NO RESERVE!!! Have you been looking for country living close to the city amenities? This is a rare opportunity to own 8.61+/- acres in a terrific location in Derby! With two incredible shop buildings, wooded areas, a pond, and right on the Arkansas River, this property offers endless opportunities! This would be an ideal site to build your dream home! 8.61+/- Acres Zoned Institutional - Residential Pecan and Black Walnut Trees Stocked Pond at Water Table Abundant Wildlife On the Arkansas River Two Oversized Shop Buildings: Building 1 Built in 2017 42'x60' 42'x10' Covered Patio Overlooking the Pond and Trees 6" Walls w/R30 Insulation Half Bathroom Stained Concrete Floors CH/CA 3 Overhead Doors w/Openers Building 2 Built in 2002: 30 Amp RV Service 42'x60' Concrete Apron Covered Entry Concrete Floors 2 Overhead Doors w/Openers, one is RV height If you have been searching for a beautiful site to build a home or just a recreational oasis, then this is the one!! Current information shows the property zoned Institutional District (I-1) by the City of Derby. Seller makes no representations as to Permitted or Special Uses within this zone. Please contact the City of Derby for any questions regarding any desired uses within this zone. Lifts do not transfer. On a well but public water availability is close. Property offered live, onsite with online bidding. | 10% Buyer's Premium will be added to the final bid. | Property available to preview one hour prior to the auction and by appointment. \$30,000 anticipates closing on or before 30 days from the date of sale. A 45-day close is available with deposit of \$35,000 in earnest money at the time of contracting.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview
Method of Auction	Live 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	6/24/2023	2 - Open for Preview
Auction Start Time	10:30am	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	06/23/2023 @ 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	35,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents

PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES





DISCLAIMER

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

1 Property Address: 801 S. Buckner St - Derby, KS 67037

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 yes Irrigation yes
22 ☐ ☐ ☒ ☐ ☐ Location SW corner of southwest bldg.
23 ☐ ☐ ☒ ☐ ☐ Depth 70 FT.
24 ☐ ☐ ☒ ☐ ☐ Type Drilled
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: _____
31 _____
32 _____

DRAINAGE/SEWAGE SYSTEMS

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

Seller's Initials

BDR DR

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

- 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: Improved areas are not in flood plain
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, roads, driveways?
79 _____
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 problems that have occurred on the property or in the immediate neighborhood?
82 _____
83 Comments: _____
84 _____

Seller's Initials

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:

100 % 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: _____

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 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



COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

SELLER: _____
DATE: _____
PROPERTY ADDRESS: _____

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanation lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

PR BGR
SELLER'S INITIALS SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
- (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: _____
2. Appropriate date that SELLER acquired the Property: 2001
3. Does the SELLER currently occupy the Property?
A. If No, has the SELLER ever occupied the Property?

☐ Yes ☒ No
☐ Yes ☒ No
4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
A. Mortgage payments? ☒ Yes ☐ No
B. Property taxes? ☒ Yes ☐ No
C. Special assessments? ☒ Yes ☐ No
D. Other: _____ ☐ Yes ☐ No
5. What is the current zoning of the Property?
Residential
6. Are you aware of:
A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? ☐ Yes ☒ No
B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? ☐ Yes ☒ No
C. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
D. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
E. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
F. Any current or future special assessments pertaining to the Property? ☐ Yes ☒ No
G. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
H. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No

I. Any leases on the Property?

☐ Yes ☒ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

J. Any party currently in possession of the Property or a portion of the Property other than the SELLER?

☐ Yes ☒ No

K. Any construction, landscaping or surveying done on the Property within the last six months?

☒ Yes ☐ No

L. Any additions, alterations, repairs or structural modifications made without the necessary permits?

☐ Yes ☒ No

M. Any nuisance or other problems originating within the general vicinity of the Property?

☐ Yes ☒ No

N. Any notices of nuisance abatement, citations or investigations regarding the Property?

☐ Yes ☒ No

O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?

☐ Yes ☒ No

P. Any public authority contemplating condemnation proceedings?

☐ Yes ☒ No

Q. Any government rule limiting the future use of the Property other than existing zoning regulations?

☐ Yes ☒ No

R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?

☐ Yes ☒ No

S. Any interest in all or part of the Property that has been reserved by the previous owner?

☐ Yes ☒ No

T. Any unrecorded interests affecting the Property?

☐ Yes ☒ No

U. Anything that would interfere in passing clear title to the BUYER?

☐ Yes ☒ No

V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1. Have there been any leaking or other problems with the roof, flashing or rain gutters?

☐ Yes ☒ No

A. If Yes, what was the date of the occurrence?: _____

2. Have there been any repairs to the roof, flashing or rain gutters?

☐ Yes ☒ No

A. If Yes, please provide the date of the repairs?: _____

3. Has there been any damage to the Property due to wind, fire or flood?

☐ Yes ☒ No

4. Are there any structural problems with the Property?

☐ Yes ☒ No

5. Is there any exposed wiring presently in any structures on the Property?

☐ Yes ☒ No

6. Are there any windows or doors that leak or have broken seals?

☐ Yes ☒ No

7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation?

☐ Yes ☒ No

A. If Yes, is the Property currently under warranty?

☐ Yes ☐ No

B. If Yes, please name the company here: _____

8. Have you ever experienced or are you aware of any:

A. Movement, shifting, deterioration or other problems with the basement, foundation or walls?

☐ Yes ☒ No

B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?

☐ Yes ☒ No

C. Water leakage or dampness in the Property?

☐ Yes ☒ No

D. Dry rot, wood rot or similar conditions on the wood of the Property?

☐ Yes ☒ No

E. Problems with driveways, fences, patios or retaining walls on the Property?

☐ Yes ☒ No

F. Any failure of the Property to comply with the Americans with Disabilities Act?

☐ Yes ☒ No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

OK
DR

10. Additional Comments:

Part 5. LAND CONDITIONS:

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency(FEMA)? ☒ Yes ☐ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☒ Yes ☐ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Is there fencing on the Property?
If Yes, does the fencing belong to the Property? ☒ Yes ☐ No
5. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
6. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☒ No
7. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:

9. Additional Comments:

improved areas not in flood zone

Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☐ Public Water ☐ Private Water ☒ Well ☐ Cistern ☐ Other ☐ None
2. Does the Property have any sewage facilities on or connected to it? ☒ Yes ☐ No
3. Are you aware of any problems relating to the water systems or sewage facilities on the Property?
If Yes, please explain: ☐ Yes ☒ No

4. Additional Comments:

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? ☒ Yes ☐ No
2. Does the Property have heating systems? ☒ Yes ☐ No
- A. If Yes, please specify: ☐ Electrical ☐ Fuel Oil ☒ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____
3. Does the Property have air conditioning? ☒ Yes ☐ No
- A. If Yes, please specify: ☒ Central Electric ☒ Central Gas ☐ Heat Pump ☐ Window Unit(s)
4. Does the Property have a water heater? ☒ Yes ☐ No
- A. If Yes, please specify: ☐ Electric ☒ Gas ☐ Solar
5. Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property? ☐ Yes ☒ No
- If Yes, please explain:

6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

1. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? ☐ Yes ☒ No
3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
4. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
5. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
6. Are you aware of any aboveground or underground storage tanks on this Property? ☐ Yes ☒ No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

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

	NOT INCLUDED	WORKING	NOT WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	☐	☒	☐	9. Lawn sprinkler(s)	☐	☒	☐
2. Air conditioning – window units	☒	☐	☐	10. Security gate(s)	☒	☐	☐
3. Air purifier system	☒	☐	☐	11. Security system(s)	☒	☐	☐
4. Dock leveler	☒	☐	☐	12. Smoke detector(s)	☒	☐	☐
5. Elevator	☒	☐	☐	13. Wiring system	☐	☒	☐
6. Exhaust fans – Bathrooms	☐	☒	☐	14. Other: _____	☐	☐	☐
7. Fire alarm(s)	☒	☐	☐	15. Other: _____	☐	☐	☐
8. Fire sprinkler(s)	☒	☐	☐	16. Other: _____	☐	☐	☐

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
- BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
- BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

David H. Rye 5/30/23
SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

Balinder J. Rye 5/30/23
SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE



McCurdy
REAL ESTATE & AUCTION

WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 801 S. Buckner St - Derby, KS 67037

DOES THE PROPERTY HAVE A WELL? YES PR NO PR

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

Location of Well: SOUTHWEST OF THE SOUTH BLDG.

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

If yes, what type? Septic PR Lagoon PR

Location of Lagoon/Septic Access: _____

D. Daniel R. Royer
Owner

4-19-2023
Date

D. Daniel R. Royer
Owner

4-19-2023
Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:
801 S. Buckner St - Derby, KS 67037

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

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

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

[Signature] Seller has no knowledge of groundwater contamination or other environmental concerns;
or
_____ Known groundwater contamination or other environmental concerns are:

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

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

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

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

[Signature] _____
Seller Date 2-19-2023

Buyer Date

[Signature] _____
Seller Date 4-19-2023

Buyer Date

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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

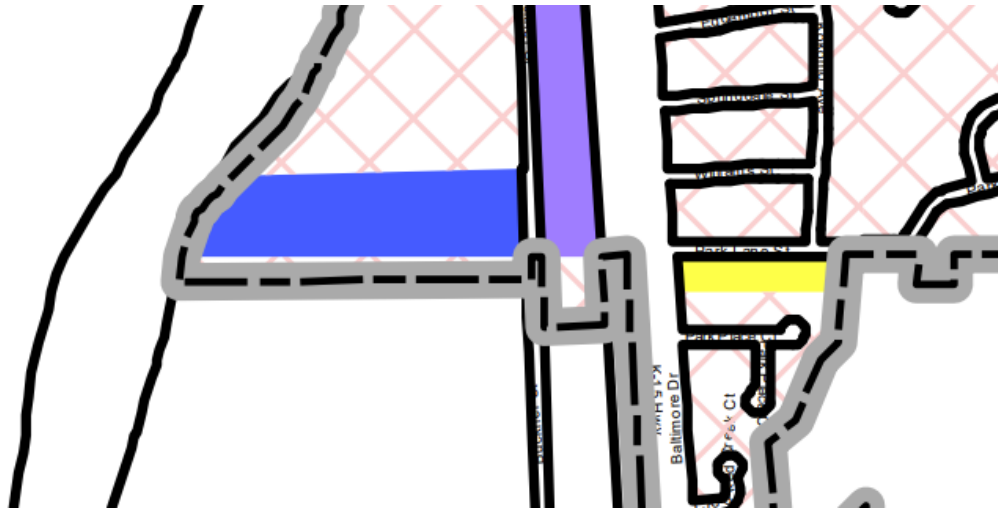
FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

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

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

801 S. Buckner St., Derby, KS 67037

Zoning: I-1 Institutional



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

406 I-1 INSTITUTIONAL DISTRICT

This district is intended to permit limited office uses and various public, quasi-public and private institutional uses, which are of a moderate density and intensity of use. Such uses should have adequate vehicular and pedestrian access and serve as buffer areas between residential uses and more intensive development and/or arterial streets.

A. Permitted Uses.

1. Residential Uses:
 - a. Accessory Dwelling, subject to Supplemental Regulation 1101.D.1.
 - b. Assisted Care Home.
 - c. Boarding or Rooming House.
 - d. Group Home.
 - e. Multi-Family Dwelling.
 - f. Single-Family Dwelling.
 - g. Single-Family Attached Dwelling.
 - h. Two-Family Dwelling.
2. Public and Civic Uses:
 - a. Adult Care Center.
 - b. Child Care Center.
 - c. Communication structures, television and radio antennas and broadcasting and microwave transmitting and relay towers which are mounted on the roof or directly secured to a wall of a principal building when the height of the communication equipment is 55 feet or less [See Section 303.F].
 - d. Educational, Cultural, or Philanthropic Institution.
 - e. Fraternal and Service Club.
 - f. Hospital.
 - g. Nursing or Convalescent Home.
 - h. Place of Worship.
3. Commercial Uses:
 - a. Bed and Breakfast Inn.
 - b. Business and Professional Office, subject to Use Limitation 406.E.9.
 - c. Medical Service.
 - d. Mobile Food Vending.
4. Other uses not specifically listed above as permitted uses, but which in the opinion of the Zoning Administrator are in keeping with the intent of the district and these regulations.

B. Special Uses.

1. Residential Uses:

- a. None.
2. Public and Civic Uses:
 - a. Cemetery.
 - b. Governmental Use.
 - c. Public Utility.
 - d. Rehabilitation Home.
 - e. Wind Energy Conversion System, subject to Supplemental Regulation 1101.D.16.
3. Commercial Uses:
 - a. Mortuary and Funeral Home.
4. Other uses not specifically listed above as permitted special uses but which in the opinion of the Zoning Administrator are in keeping with the intent of the district.

C. Lot size Requirements.

1. Minimum lot area:
 - a. Single-family dwellings: 4,800 square feet.
 - b. Single-family attached: 2,400 square feet per dwelling.
 - c. Two-family dwellings: 4,800 square feet.
 - d. Multi-family dwellings: 1,750 square feet per dwelling unit.
 - e. All other permitted uses: 4,800 square feet.
2. Minimum lot width:
 - a. Single-family dwellings: 40 feet.
 - b. Single-family attached: 40 feet for each two dwellings.
 - c. Two-family dwellings: 40 feet.
 - d. Multi-family dwellings: 50 feet.
 - e. All other permitted uses: 50 feet.
3. Minimum lot depth: 90 feet

D. Bulk Regulations.

1. Maximum structure height:
 - a. Single-family dwellings, single-family attached and two-family dwellings: 35 feet.
 - b. All other permitted uses: 45 feet, except that communication structures, television and radio antennas and broadcasting and microwave transmitting and relay towers mounted on the roof or directly secured to a wall of a principal building may have a maximum height of 55 feet without a special use permit.
2. Yard requirements
 - a. Minimum front yard: 20 feet on all sides abutting a street, except that on corner lots one of the yards may be reduced to 15 feet; however, 20 feet shall still be required for yards with access to a garage. No portion of a communication structure, television and radio antenna or broadcasting and microwave transmitting

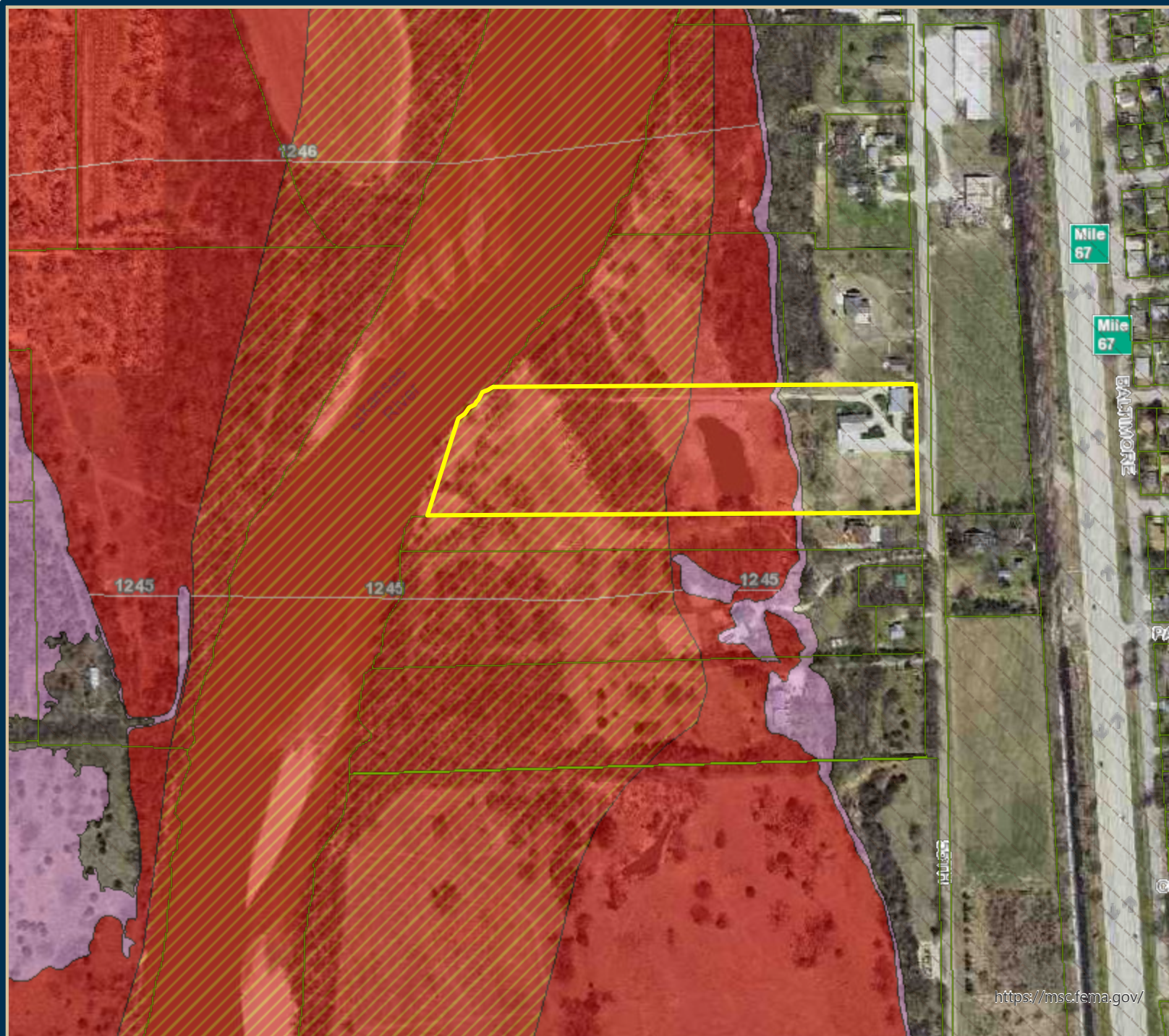
and relay tower, aerial, or any anchor or guy may encroach upon the land or airspace of a required front yard.

- b. Minimum side yard: 5 feet. No portion of a communication structure, television and radio antenna or broadcasting and microwave transmitting and relay tower, aerial, or any anchor or guy may encroach upon the land or airspace of a required side yard.
 - c. Minimum rear yard: 10 feet. No portion of a communication structure, television and radio antenna or broadcasting and microwave transmitting and relay tower, aerial, or any anchor or guy may encroach upon the land or airspace of a required rear yard.
 - d. Compatibility setback: For all permitted uses except single-family dwellings, single-family attached and two-family dwellings, a minimum 15-foot setback from property zoned R-1, R-1A, R-1B, R-1C, and R-2 shall be provided. Such setback shall increase by one (1) foot for each five (5) feet of lot width over 50 feet to a maximum 25-foot setback. Any structure over 35 feet in height requires a minimum 50-foot setback from property zoned R-1, R-1A, R-1B, R-1C, and R-2.
3. Maximum lot coverage: 50%

E. Use Limitations.

- 1. Exterior lighting shall be shaded and/or directed to minimize light cast upon adjoining properties and public streets.
- 2. All business, service, storage, and display goods shall be located within a completely enclosed structure, except:
 - a. Paved customer and employee vehicle parking and paved parking for vehicles used in conjunction with the use occupying the zoning lot.
 - b. Outdoor recreation space for day care facilities incidental to a permitted use.
- 3. All structures shall be located on sites that are planted and landscaped, except for parking areas and hard-surfaced walks.
- 4. Off-street parking facilities shall not be used for the display of vehicles or items for sale.
- 5. The promotional activities of any business establishment shall not involve the following:
 - a) Outdoor use of string type lighting or outdoor use of reflective or non-reflective banners, streamers, pennants, balloons or promotional flags.
 - b) Outdoor use of sound projecting devices or loudspeakers.
 - c) Advertisement attached or painted to any wall or fence erected to provide screening from adjacent properties.
 - d) Outdoor placement of temporary signage or displays which advertise types of products, name brands or management policies.
- 6. Outdoor signs as permitted by Article 7 of these regulations.
- 7. Off-street parking and loading as required by Article 5 of these regulations.
- 8. Screening and landscaping as required by Section 304 of these regulations.

9. Business and professional offices shall not exceed 3,500 square feet of floor area.



Legend

Flood Plain

(X) 0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A

AE

AE, FLOODWAY

AH

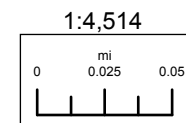
AO

X - Area of Special Consideration

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

X

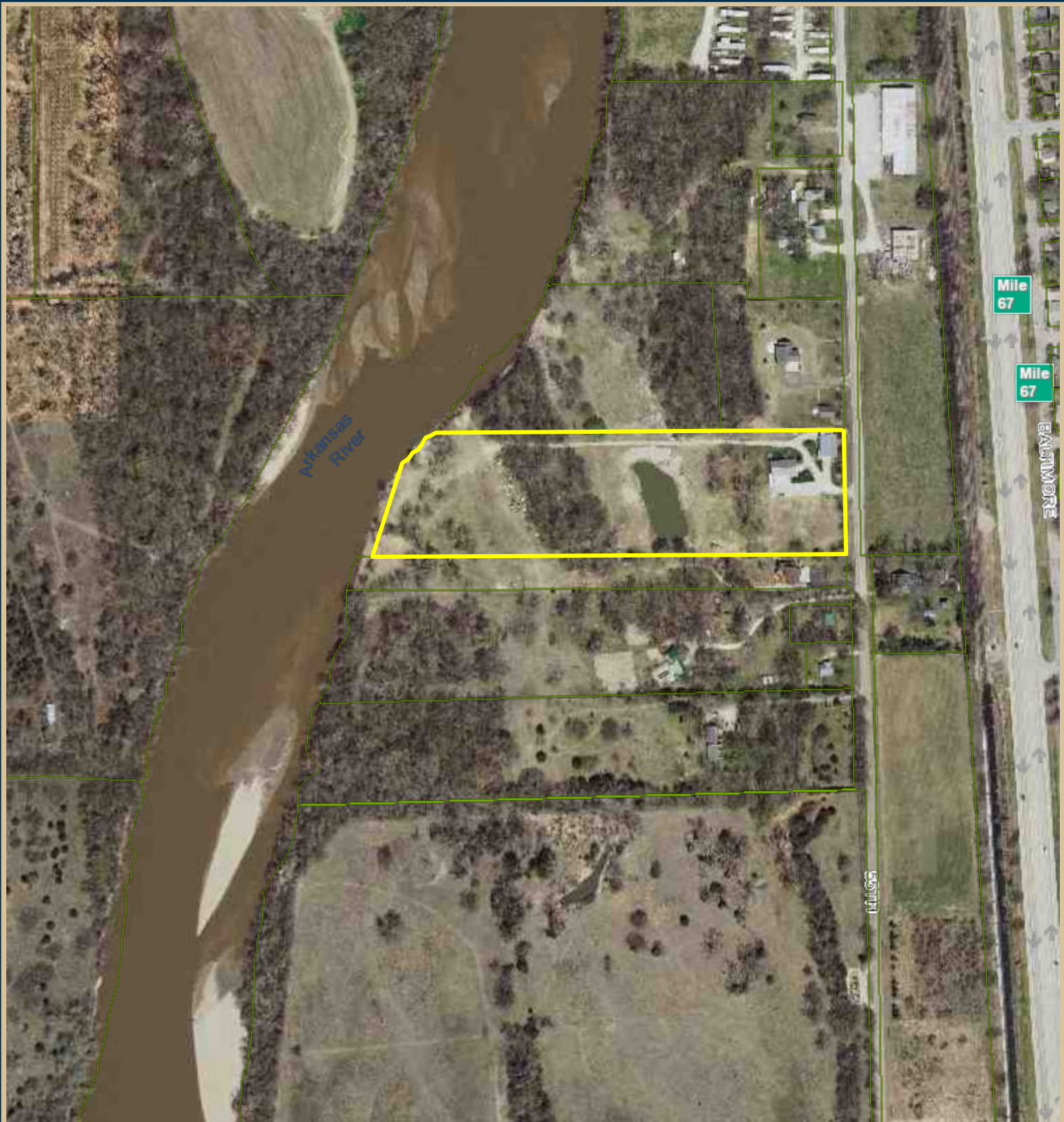
Area Not Included



Date: 4/14/2023

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

801 S. Buckner St., Derby, KS 67037 | Aerial Map

Date: 4/14/2023

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.

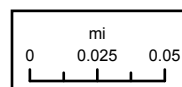
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Sedgwick County, Kansas



1:4,514





State of Kansas)
) SS
Sedgwick County)

We, Brungardt, Honomichl & Company, P.A., Surveyors in aforesaid County and State do hereby certify that, under the supervision of the undersigned, we did on this 15th day of May, 2023, perform a boundary survey the following described property:

Parcel #1
Lot 1, EXCEPT the South 50 feet thereof, V.F.W. Addition, an Addition to the City of Derby, Sedgwick County, Kansas.

Parcel #2
Lot 1, Royer Addition, an Addition to the City of Derby, Sedgwick County, Kansas. Together With the South 50 feet of Lot 1, V.F.W. Addition, an Addition to the City of Derby, Sedgwick County, Kansas.

There are no encroachments onto said Parcel by buildings on adjacent parcels.

The accompanying sketch is a true and correct exhibit of said survey.



BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
433 S. Hydraulic, Wichita, KS 67211
Phone: (316) 265-0005
BHC is a trademark of Brangardt, Hennrich & Company, P.A.

May 22, 2023 = 2:19pm Plotted by: Joseph S:\Survey\RECORDED PLATS\VFV Addition\Lot 1\DON ROYER---3 Bound Improv.dwg

TERMS AND CONDITIONS

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

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

9. 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.
10. 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.
11. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
12. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
13. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guests or minors accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
14. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
15. 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.
16. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
17. McCurdy reserves the right to establish all bidding increments.
18. 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.
19. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
20. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
21. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.

22. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
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. 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.

Version (11/22)

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)*

