

PROPERTY INFORMATION PACKET | THE DETAILS



3501 S. 154th St. E. & 4 Add'l Lots | Wichita, KS 67232

BIDDING OPENS: Tuesday, July 6th @ 2:00 PM
BIDDING CLOSING: Thursday, July 20th @ 2:10 PM

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



McCurdy
REAL ESTATE & AUCTION



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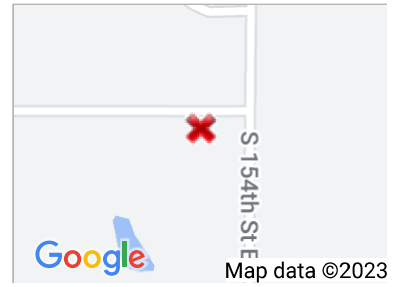
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Real Estate & Auction, LLC. It is incumbent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

MLS



MLS # 626756
Status Active
Contingency Reason
Area SCKMLS
Address 3501 S 154TH ST E
Address 2
City Wichita
Zip 67232
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	3	Approx. AGLA	3361
Total Bedrooms	4.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	1389.00
AG Half Baths	2	BFA Source	Court House
Total Full Baths	3	Approx. TFLA	4,750
Total Half Baths	2	Lot Size/SqFt	2131826.4
Total Baths	5	Number of Acres	48.94
Garage Size	2		
Basement	Yes - Finished		
Levels	2 Story		
Approximate Age	36 - 50 Years		
Acreage	10.01 or More		

GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Co-List Agent - Agent Name and Phone		Co-List Office - Office Name and Phone	
Showing Phone	888-871-0581	Year Built	1985
Parcel ID	20173-221-12-0-13-00-002.00 01	School District	Wichita School District (USD 259)
Elementary School	Christa McAuliffe Academy K-8	Middle School	Christa McAuliffe Academy K-8
High School	Southeast	Subdivision	NONE LISTED ON TAX RECORD
Legal	S 259.5 FT N 2126 FT W 844 FT NE1/4SEC 12-28-2E	List Date	5/24/2023
Sub-Agent Comm	0	Buyer-Broker Comm	3
Transact Broker Comm	3	Variable Comm	Non-Variable
Virtual Tour Y/N		Days On Market	30
Input Date	6/22/2023 1:13 PM	Update Date	6/23/2023
Status Date	6/22/2023	Price Date	6/22/2023
Display Address	Yes		

ROOMS

Master Bedroom Level	Upper	Master Bedroom Dimensions	12x25.3
Master Bedroom Flooring	Wood	Living Room Level	Main
Living Room Dimensions	21.4x15.2	Living Room Flooring	Wood
Kitchen Level	Main	Kitchen Dimensions	12x24.1
Kitchen Flooring	Other	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Upper	Room 4 Type	Bedroom
Room 4 Dimensions	13.6x10.9	Room 4 Flooring	Carpet
Room 5 Level	Upper	Room 5 Type	Bedroom
Room 5 Dimensions	13.6x10.9	Room 5 Flooring	Carpet
Room 6 Level	Basement	Room 6 Type	Bedroom
Room 6 Dimensions	15.6x20.2	Room 6 Flooring	Wood Laminate
Room 7 Level	Main	Room 7 Type	Dining Room
Room 7 Dimensions	12.9x12.9	Room 7 Flooring	Wood
Room 8 Level	Main	Room 8 Type	Laundry
Room 8 Dimensions	7.1x7.5	Room 8 Flooring	Other
Room 9 Level	Main	Room 9 Type	Office
Room 9 Dimensions	13.4x13.2	Room 9 Flooring	Wood
Room 10 Level	Basement	Room 10 Type	Family Room
Room 10 Dimensions	20.2x14.3	Room 10 Flooring	Tile
Room 11 Level	Basement	Room 11 Type	Kitchen

ROOMS			
Room 11 Dimensions	15.8x11.4	Room 11 Flooring	Tile
Room 12 Level	Main	Room 12 Type	Sun Room/Atrium
Room 12 Dimensions	15.6x15.2	Room 12 Flooring	Wood Laminate
DIRECTIONS			
Directions E. Pawnee & S. 143rd St. E. - South on 143rd, East on 31st St., South on 154th St.			
FEATURES			
ARCHITECTURE	GARAGE	DINING AREA	LAUNDRY
Traditional	Attached	Living/Dining Combo	Main Floor
EXTERIOR CONSTRUCTION	Detached	FIREPLACE	Separate Room
Vinyl/Metal Siding	Opener	Three+	220-Electric
ROOF	FLOOD INSURANCE	Kitchen/Hearth Room	INTERIOR AMENITIES
Metal	Unknown	Rec Room/Den	Closet-Walk-In
LOT DESCRIPTION	UTILITIES	Master Bedroom	Fireplace Doors/Screens
Irregular	Septic	Free Standing	Hardwood Floors
Pond/Lake	Lagoon	Gas Starter	Security System
FRONTAGE	Propane Gas	Wood Stove	Skylight(s)
Unpaved Frontage	Private Water	KITCHEN FEATURES	Window Coverings-Part
EXTERIOR AMENITIES	Rural Water	Island	POSSESSION
In Ground Pool	BASEMENT / FOUNDATION	Range Hood	At Closing
Swimming Pool Equipment	Full	Electric Hookup	PROPOSED FINANCING
Ag Outbuilding(s)	Day Light	Gas Hookup	Other/See Remarks
Detached Finish Area	BASEMENT FINISH	Granite Counters	WARRANTY
Balcony	1 Bedroom	APPLIANCES	No Warranty Provided
Covered Deck	1 Bath	Dishwasher	OWNERSHIP
Fence-Wood	Bsmt Rec/Family Room	Disposal	Individual
Fence-Wrought Iron/Alum	Kitchen	Refrigerator	PROPERTY CONDITION REPORT
Guttering	Bsmt Storage	Range/Oven	Yes
Horses Allowed	2 Add. Finished Rooms	MASTER BEDROOM	DOCUMENTS ON FILE
Irrigation Pump	COOLING	Sep. Tub/Shower/Mstr Bdrm	Additional Photos
Irrigation Well	Zoned	Two Sinks	Ground Water
RV Parking	Electric	Jetted Tub	Other/See Remarks
Security Light	Heat Pump	AG OTHER ROOMS	SHOWING INSTRUCTIONS
Sidewalks	Water Cooled	Foyer	Appt Req-Call Showing #
Sprinkler System	Geothermal	Hearth Room	LOCKBOX
Storage Building(s)	HEATING	Office	Combination
Storm Door(s)	Heat Pump	Sun Room	TYPE OF LISTING
Storm Windows/Ins Glass	Zoned		Excl Right w/o Reserve
Outbuildings	Electric		AGENT TYPE
	Water		Sellers Agent
FINANCIAL			
Assumable Y/N	No	HOA Y/N	No
Currently Rented Y/N	No	Yearly HOA Dues	
Rental Amount		HOA Initiation Fee	
General Property Taxes	\$14,562.96	Home Warranty Purchased	Unknown
General Tax Year	2023	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$24.37		
Total Specials	\$24.37		

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, July 6th, 2023 at 2 PM (cst) | BIDDING CLOSING: Thursday, July 20, 2023 at 2:10 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!!! ONLINE ONLY!!! Silver Star Stables Equestrian Facility & Residence!!! This amazing gem, tucked away in Southeast Wichita, provides a beautiful property with a fully operational equine facility including over 9,000± sq. ft. heated barns with 24 stalls, 100' x 200' covered riding arena, 3,000± sq. ft. tenant living quarters, hay barn, and feeder row! Sitting on 49± acres, this gorgeous property offers ideal riding arenas with double-lined fencing and multiple loafing sheds. All of this is in addition to the impressive 4,750± sq. ft. residence with an in-ground pool, a large stocked pond, luxe finishes, custom touches, and a fully finished basement! The residence is a 4-bedroom home with 3 full bathrooms and 2 half bathrooms. The main floor has a chef's kitchen with ample cabinetry, an island, and a fantastic gas and electric convection oven! The window-lined sunroom leads to the sizable, covered deck overlooking the fenced-in pool. Upstairs are three bedrooms, with a primary en suite leaving nothing to be desired! The fully finished basement has a separate entrance, full kitchen, and full bathroom with a beautiful walk-in steam shower, and could be used as a mother-in-law suite. The equine amenities are second-to-none! With a large indoor arena, level pastures, and 24 plush boarding stalls each with a ceiling fan, automatic waterer, and rubber brick floor, your sweet horse will be living its best life! Don't let this one pass you by, you don't want to miss this! See Showing Notes. EXTERIOR: 48.94+/- Acres Tree-Lined and Pasture Swimming Pool Stocked Fishing Pond w/Dock Five Additional Barns/Outbuildings Pastures w /Double Lined Fencing Ten Loafing Sheds Across Property MAIN RESIDENCE PROPERTY: Electric Gate Two New Well Pressure Tanks (2022) Fenced-In Swimming Pool Wrought-Iron Fence All Equipment Remains New Pump (2023) New Cover (2021) Attached 2-Car Garage – Insulated and Finished New Garage Floor and Driveway (2021) Newer Covered Back Deck (2020) Private Balcony off Primary Bedroom w/Retractable Awning MAIN RESIDENCE: 4750+/- Sq. Ft. Granite Countertops Six-Burner Gas Range Travertine Floors (2020) Window-Lined Sunroom Primary Bedroom w/En Suite Separate Shower/Jetted Tub/Water Closet Finished Basement w /Full Kitchen & Separate Entrance Basement Bedroom and Full Bathroom w/Dual Head Walk-In Steam/Sauna Shower Cigar Ventilation System in Basement Utilities: Electric, Propane (for Stove & Fireplace), Lagoon, Rural Water, Irrigation Well MAIN BARN W/1 -BEDROOM APARTMENT ARENA W/5-BEDROOM APARTMENT FEEDER ROW W/STUDIO APARTMENT HAY BARN OUTDOOR ARENA W/LIGHTS Currently Used as Silver Star Stables Boarding for up to 50 Horses Approx. Currently Boarding approx. 25 Horses, MTM Pasture - \$325/month Stalls – \$500/month Private Runs - \$375/month Pasture w/Reserve Stall - \$375/month Stalls Used for Weather & Show Preparation Property has a Conditional Use Permit. Offered subject to restrictions of the Prairie Sunset Estates. *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 \$75,000/45 days.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Online Only	1 - Open/Preview Date	6/30/2023
Auction Location	www.mccurdy.com	1 - Open Start Time	3pm
Auction Offering	Real Estate Only	1 - Open End Time	6pm
Auction Date	7/6/2023	2 - Open for Preview	Yes
Auction Start Time	2pm	2 - Open/Preview Date	7/12/2023
Broker Registration Req	Yes	2 - Open Start Time	3pm
Buyer Premium Y/N	Yes	2 - Open End Time	6pm
Premium Amount	0.10	3 - Open for Preview	Yes
Earnest Money Y/N	Yes	3 - Open/Preview Date	7/17/2023
Earnest Amount %/\$	75,000.00	3 - Open Start Time	3pm
Auction End Date	7/20/2023	3 - Open End Time	6pm
Auction End Time	2:10pm		

TERMS OF SALE

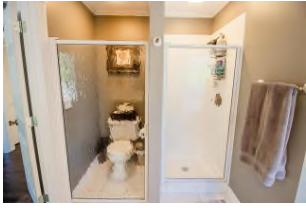
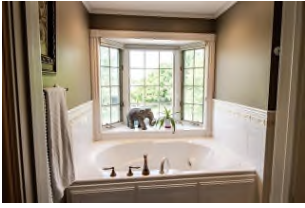
Terms of Sale See Associated Documents

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES







DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 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: 3501 S. 154th St. E. & 4 Add'l Lots - Wichita, KS 67232
 2 Seller: Jeffrey and Jennifer Drilling Date of Purchase: Jan 2018
 3 Property currently zoned as: Rural Residential

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

20 ☐ ☐ ☒ ☐ ☐ Well/Pump
 21 ☐ ☐ ☒ ☐ ☐ Drinking _____ Irrigation X
 22 Location Back yard of main house, pasture north of house behind
 23 Depth 120' to 140' office/feeder barn on west
 24 Type _____ side of property
 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 east side yard of feeder barn.
 37 ☐ ☐ ☐ ☐ ☒ # Feet of Laterals _____
 38 ☐ ☐ ☐ ☐ ☐ Other _____
 39 ☐ ☐ ☐ ☐ ☐ Other _____
 40 Comments: _____
 41 _____
 42 _____

Seller's Initials JD

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: propane central
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: electric is Butler County COOP
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

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 JD

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.

 6/11/23

Seller Date

 6/11/23

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

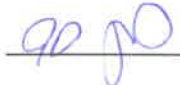
1. I personally have carefully inspected the property. I will rely upon the inspections encouraged under my contract with Seller. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTOR® concerning 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

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Seller's Initials 

Buyer's Initials _____

Home

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 3501 S. 154th St. E. & 4 Add'l Lots - Wichita, KS 67232

Seller: Jeff & Jennifer Deciling

Date of Purchase: January of 2018

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

PART I

APPLIANCES					ELECTRICAL				
None	Does Not Transfer	TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.	None	Does Not Transfer	TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.
		Working	Not Working				Not Working	Don't Know	
☐	☐	☒	☐	Disposal	☐	☐	☒	☐	Smoke/Fire Detectors
☐	☐	☒	☐	Dishwasher	☐	☐	☒	☐	Light Fixtures
☐	☐	☒	☐	Oven	☐	☐	☒	☐	Switches/Outlets
☐	☐	☒	☐	Range (Circle One) Gas Electric	☐	☐	☒	☐	Ceiling Fan(s)
☐	☒	☐	☐	Microwave	☐	☐	☒	☐	Bathroom Vent Fan(s)
				Built in (Circle One) YES NO	☐	☐	☒	☐	Telephone Wiring/Blocks/Jacks
☐	☐	☒	☐	Range Hood	☐	☐	☒	☐	Door Bell
				Vented Outside (Circle One) YES NO	☐	☐	☒	☐	Intercom
☐	☐	☒	☐	Kitchen Refrigerator	☐	☐	☒	☐	Garage Door Opener
☐	☒	☐	☐	Clothes Washer	# of Remotes: 2				Keypad Entry: (Circle One) YES NO
☐	☒	☐	☐	Clothes Dryer	☐	☐	☒	☐	Aluminum Wiring
☒	☐	☐	☐	Trash Compactor	☐	☐	☒	☐	Copper Wiring
☒	☐	☐	☐	Central Vacuum	☐	☐	☒	☐	220 Volt
☒	☐	☐	☐	Exterior Attached Gas Grill			400		Service Panel Total Amps
☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	Solar Equipment - (Circle One) Own Rent/Lease
☐	☐	☐	☐	Other: _____					Company
☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	Wind - (Circle One) Own Rent/Lease
☐	☐	☐	☐	Other: _____	☒	☐	☐	☐	Hydroelectric - (Circle One) Own Rent/Lease
Comments:					☐	☐	☒	☐	Security System - (Circle One) Own Rent/Lease
Ice maker needs thawing out occasionally									Company
☐	☒	☐	☐		☐	☒	☐	☐	Audio/Video Surveillance System

27 WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS				
28 TRANSFERS TO BUYER					TRANSFERS TO BUYER				
29 None Does Not Transfer Working Not Working Don't Know					None Does Not Transfer Working Not Working Don't Know				
30 Indicate the condition of the following items by marking only one appropriate box.					Indicate the condition of the following items by marking only one appropriate box.				
30	☐	☐	☒	☐	30	☐	☐	☒	☐
31	☐	☐	☒	☐	31	☐	☒	☐	☐
32	☒	☐	☐	☐	32	☐	☒	☐	☐
33	☐	☐	☒	☐	33	☐	☐	☐	☐
34	☒	☐	☐	☐	34	☐	☒	☐	☐
35	☐	☐	☒	☐	35	☐	☒	☐	☐
36	☒	☐	☐	☐	36	☒	☐	☐	☐
37	☒	☐	☐	☐	37	☐	☐	☒	☐
38	☒	☐	☐	☐	38	☐	☐	☒	☐
39	☐	☐	☐	☐	39	☐	☐	☒	☐
40	☐	☐	☐	☐	40	☐	☒	☐	☐
41	☒	☐	☐	☐	41	☐	☐	☒	☐
42	☐	☐	☒	☐	42	☐	☐	☒	☐
43	☐	☐	☐	☐	43	☐	☐	☒	☐
44	☐	☐	☐	☐	44	☒	☐	☐	☐
45	☐	☐	☒	☐	45	☒	☐	☐	☐
46	☒	☐	☐	☐	46	☐	☒	☐	☐
47	Comments:				47	Comments:			
48					48				
49					49				
50					50				
51	MEDIA				51	Any Additional Comments For Part I:			
52	TRANSFERS TO BUYER				52	TRANSFERS TO BUYER			
53	None Does Not Transfer Working Not Working Don't Know				53	None Does Not Transfer Working Not Working Don't Know			
54	Indicate the condition of the following items by marking only one appropriate box.				54	Indicate the condition of the following items by marking only one appropriate box.			
55	☐	☐	☒	☐	55	☐	☐	☒	☐
56	☒	☐	☐	☐	56	☐	☐	☒	☐
57	☐	☐	☐	☐	57	☐	☐	☒	☐
58	☐	☐	☒	☐	58	☐	☐	☒	☐
59	☒	☐	☐	☐	59	☐	☐	☒	☐
60	☐	☐	☐	☒	60	☐	☐	☒	☐
61	☐	☐	☐	☒	61	☐	☐	☒	☐
62	☒	☐	☐	☒	62	☐	☐	☒	☐
63	☒	☐	☐	☐	63	☐	☐	☒	☐
64	☒	☐	☐	☐	64	☐	☐	☒	☐
65	☐	☐	☐	☒	65	☐	☐	☒	☐
66	☐	☐	☐	☒	66	☐	☐	☒	☐
67	Comments:				67	Comments:			
68					68				

PART II

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

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

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

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
☐	☒	☐	Age: <u>8-10 yrs old</u> Type: <u>Standing seam metal</u>
☐	☒	☐	To your knowledge, are there any ☐ PAST ☐ PRESENT roof leaks? (Mark One) If any, identify details below.
☐	☒	☐	During your ownership, has the roof ever been ☐ REPLACED? ☐ REPAIRED? (Mark One) If YES, Date: _____ (Identify details below.)
☐	☒	☐	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
☐	☒	☐	Do you know of any problems with chimneys or chases? (If YES, explain below.)
☐	☒	☐	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
☒	☐	☐	Is there insulation in the ceiling/attic?
Additional Comments:			

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

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

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

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
☐	☒	☐	Is the property connected to City Water?	
☒	☐	☐	Is the property connected to Rural Water? If YES, Transfer Fee: <u>N/A</u> District: <u>RWD #3</u>	
☒	☐	☐	Is the property connected to any private water systems? (Mark all that apply.)	
			☐ Drinking Well	☒ Irrigation Well
☒	☐	☐	Working? Type: <u>well</u> Location: <u>Back Yard</u> Depth: <u>120'</u>	☐ Geo-Thermal Well
☐	☐	☐	Working? Type: <u>well</u> Location: <u>outside house</u> Depth: <u>120'</u>	
☐	☐	☐	Working? Type: _____ Location: _____ Depth: _____	
☐	☒	☐	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
☐	☒	☐	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
☐	☒	☐	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____ Location: _____	
			# feet laterals: _____ # Feet infiltrators: _____ Location: _____	
☒	☐	☐	Is the property connected to a lagoon system? Location: _____	
☐	☒	☐	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
☐	☐	☒	Has the main waste disposal line ever been snaked or scoped?	
☐	☒	☐	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
☐	☒	☐	Any water leakage in or around the fireplace or chimney?	
☐	☒	☐	Any water leakage around (If YES, mark all that apply.) ☐ WINDOWS ☐ SKYLIGHTS ☐ DOORS?	
☐	☒	☐	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
☐	☒	☐	Any leaks caused by appliances?	
☐	☒	☐	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
☐	☒	☐	Any water leakage into (If YES, mark all that apply.) ☐ BASEMENT ☐ CRAWL SPACE	
☐	☒	☐	Any accumulation of water within the basement/crawl space?	
☒	☐	☐	Sump Pump(s) Location(s): <u>Inside basement utility room / one outside basement</u>	
☐	☐	☒	Drain Tiles (If YES, mark all that apply.) ☒ INTERIOR ☒ EXTERIOR	<u>door in front of the steps</u>
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
☐	☐	☒	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT
☐	☐	☒	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			☐ WOOD DESTROYING INSECTS	☐ DRY ROT
☐	☒	☐	Have there been any repairs of such damage? (If YES, explain below.)	
☐	☒	☐	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: _____	Warranty Expiration Date: _____
☐	☒	☐	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any pest control reports in the last 5 years? (If YES, explain below.)	
☐	☒	☐	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments:				

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

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

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

Comments:

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

Comments:

All Fencing is Approx 10 feet inside the property line

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

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

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

YES	NO	DON'T KNOW	SECTION 10 MISCELLANEOUS
☐	☒	☐	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits?
☐	☒	☐	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
☐	☒	☐	Is the present use of the property a non-conforming use?
☐	☒	☐	Have there been any insurance claims during the seller's ownership?
☐	☐	☐	Were repairs made? If so, explain: _____
☐	☒	☐	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
☐	☒	☐	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
☒	☐	☐	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
☐	☒	☐	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
☒	☐	☐	Do all window and door treatments remain? If NO, please list: _____
☐	☐	☐	Does any other personal property remain? If YES, please list: _____
☐	☐	☐	Does the property contain any of the following? (Mark all that apply.)
☒	☐	☐	☒ Swimming Pool ☐ Spa ☐ Hot Tub ☐ Sauna ☐ Water Feature
☐	☒	☐	If YES, are either of the following heated? ☐ Swimming Pool ☐ Spa If yes, type of heat? _____
☐	☐	☐	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
			Explain: <i>new pump in 2023 - May need new liner in the next couple years</i>
☐	☒	☐	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☒	☐	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☒	☐	Are there any transferable warranties on the property or any of its components?
Comments:			

Any Additional Comments For Part II:

285

SELLER'S ACKNOWLEDGEMENT

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

292 Seller is occupant: ☒ YES ☐ NO

293 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller.

294 SELLER: [Signature] 5/24/23 SELLER: [Signature] 5-24-23
 295 Date Date

296 **BUYER'S ACKNOWLEDGEMENT AND AGREEMENT**

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

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

303 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 304 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information
 305 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 306 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

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

312 BUYER: _____ BUYER: _____
 313 Date Date

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McCurdy
REAL ESTATE & AUCTION

WATER WELL INSPECTION REQUIREMENTS

Property Address: 3501 S. 154th St. E. & 4 Add'l Lots - Wichita, KS 67232

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES 3 NO _____

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

Location of Well: 1. NW of home in backyard 2. In pasture N of home.
3. West of feeder Bldg/Studio Apt.

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

If yes, what type? Septic X Lagoon X

Location of Lagoon/Septic Access: Lagoon - East of Arena
Septic - East of feeder Bldg

[Signature] 5/24/23
Owner/Seller Date
[Signature] 5.24.23
Owner/Seller Date

Buyer Date

Buyer 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:

3501 S. 154th St. E. & 4 Add'l Lots - Wichita, KS 67232

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):

X 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):

X 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.

Seller

Date

Buyer

Date

Seller

Date

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>

31ST ST S

CON2001-00050

CON2009-00047

CON2018-00013

CON2005-00016

COBZA1-89

3501 S. 154th St. E. & 4 Add'l Lots, Wichita, KS 67232 - Zoning RR Rural Residential



Geographic Information Services

Sedgwick County...
working for you

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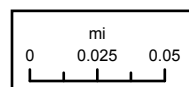
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Date: 5/3/2023

Sedgwick County, Kansas



1:4,514



31ST ST S

154TH

<https://msc.fema.gov/>

Sedgwick County, Kansas



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

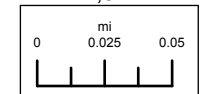
X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X
X,

Area Not Included



1:4,514



Date: 5/3/2023

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3501 S. 154th St. E. & 4 Add'l Lots, Wichita, KS 67232 - Flood

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3501 S. 154th St. E. & 4 Add'l Lots, Wichita, KS 67232 - Aerial

Date: 5/3/2023

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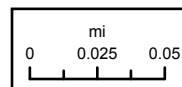
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Sedgwick County, Kansas



1:4,514



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)*

