

PROPERTY INFORMATION PACKET | THE DETAILS



37 +/- Acres on SW Santa Lake Rd | Towanda, KS 67144

AUCTION: BIDDING OPENS: Thurs, Dec 7th @ 2:00 PM

BIDDING STARTS CLOSING: Tues, Dec 19th @ 2:40 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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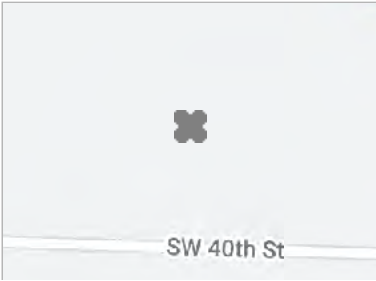
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- WATER WELL ORDINANCE
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL MAP
- SURVEY MAP
- TERMS AND CONDITIONS
- BRRETA DISCLOSURE
- GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy 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. The Title Commitment Schedule B Part II-Exceptions will be added as a supporting document on McCurdy.com at the time it is provided by the title company. 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 PIP



MLS # 632875
Class Land
Property Type Undeveloped Acreage
County Butler
Area SCKMLS
Address 19.26 +/- Acres on Santa Fe Lake Rd
Address 2 PARCEL 1
City Towanda
State KS
Zip 67144
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
		Display Address	Yes
Co-List Agent - Agent Name and Phone		VOW: Allow 3rd Party Comm	Yes
Co-List Office - Office Name and Phone		Variable Comm	Non-Variable
Showing Phone	888-874-0581	Virtual Tour Y/N	
Zoning Usage	Agriculture		
Parcel ID	00819-6-24-0-00-00-007.00-0		
Number of Acres	19.26		
Price Per Acre	0.00		
Lot Size/SqFt	868966		
School District	Circle School District (USD 375)		
Elementary School	Circle Greenwich		
Middle School	Circle		
High School	Circle		
Subdivision	NONE LISTED ON TAX RECORD		

Legal

DIRECTIONS

Directions (Butler County) The Northwest corner of SW 40th St. & SW Santa Fe Lake Rd.

FEATURES

SHAPE / LOCATION Rectangular	UTILITIES AVAILABLE Electricity Public Water	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level Pond/Lake Rolling Stream/River Treeline	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE None/Vacant	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Corporate
ROAD FRONTAGE Gravel	MISCELLANEOUS FEATURES Mineral Rights Included	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
	DOCUMENTS ON FILE Aerial Photos	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2022
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 Property offered at ONLINE ONLY auction. BIDDING OPENS: Thursday, December 7th, 2023 at 2 PM (cst) | BIDDING CLOSING: Tuesday, December 19th, 2023 at 2:40 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!!! Enjoy country living at its finest on this 19.26-acre parcel in Eastern Butler County! If you are looking for or have thought about building your dream home on a piece of land out in the country, this property is for you! With the land featuring natural rolling topography, beautiful scenery, and a pond, it presents the perfect setting to build that dream home and enjoy country seclusion. All while only being less than one mile off of paved SW Santa Fe Lake Rd and 6 miles East of Andover, you do not have to sacrifice the convenience of being far away from plenty of amenities. If you have been searching for land you know how hard it can be; do not miss out on this opportunity to invest in land! 19.26 +/- Acres Perfect Home Site Opportunity Rolling Topography Pond Rural Water Availability Open Builder No HOA Less than 1 mile west of SW Santa Fe Lake Rd 6 miles NE of Andover 15 Minutes to East Wichita Disclosure: The access for this property is granted by the county to be a 70' entrance on the eastern boundary of the property shared between Parcel 1 and Parcel 3 in the auction off SW 40th St. A 12" rural water line is running along SW 40th St and it could possibly be used for water supply to the property. For more information or questions please contact Butler County RWD #5. Seller is a licensed Kansas Real Estate Agent. Taxes will be estimated at closing as final amounts will not be available until lot split is finalized. *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 of \$10,000

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	12/7/2023	2 - Open for Preview
Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	12/18/23 @ 5 PM	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 %/\$	10,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See associated documents

PERSONAL PROPERTY

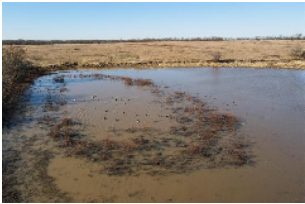
Personal Property

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





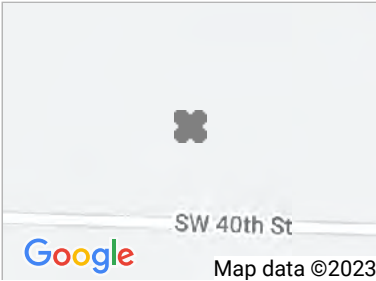
DISCLAIMER

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MLS PIP



MLS # 632876
Class Land
Property Type Undeveloped Acreage
County Butler
Area SCKMLS
Address 9.13 +/- Acres on Santa Fe Lake Rd
Address 2 PARCEL 2
City Towanda
State KS
Zip 67144
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow 3rd Party Comm	Yes
Showing Phone	888-874-0581	Variable Comm	Non-Variable
Zoning Usage	Agriculture	Virtual Tour Y/N	
Parcel ID	00819-6-24-0-00-00-007.00-0		
Number of Acres	9.13		
Price Per Acre	0.00		
Lot Size/SqFt	397703		
School District	Circle School District (USD 375)		
Elementary School	Circle Greenwich		
Middle School	Circle		
High School	Circle		
Subdivision	NONE LISTED ON TAX RECORD		
Legal			

DIRECTIONS

Directions (Butler County) The Northwest corner of SW 40th St. & SW Santa Fe Lake Rd.

FEATURES

SHAPE / LOCATION Rectangular	UTILITIES AVAILABLE Electricity Public Water	FLOOD INSURANCE Unknown	LOCKBOX None
TOPOGRAPHIC Level Rolling	IMPROVEMENTS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE None/Vacant	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	OWNERSHIP Corporate
ROAD FRONTAGE Paved	MISCELLANEOUS FEATURES Mineral Rights Included	POSSESSION At Closing	TYPE OF LISTING Excl Right w/o Reserve
	DOCUMENTS ON FILE Aerial Photos	SHOWING INSTRUCTIONS Call Showing #	BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N	No
General Taxes	\$0.00
General Tax Year	2022
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

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Auction Start Time	2 PM	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	12/18/23 @ 5 PM	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 %/\$	10,000.00	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
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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





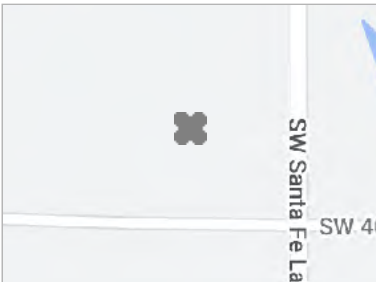
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MLS PIP



MLS # 632877
Class Land
Property Type Undeveloped Acreage
County Butler
Area SCKMLS
Address 8.37 +/- Acres on Santa Fe Lake Rd
Address 2 PARCEL 3
City Towanda
State KS
Zip 67144
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

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Zoning Usage	Agriculture		
Parcel ID	00819-6-24-0-00-00-007.00-0		
Number of Acres	8.37		
Price Per Acre	0.00		
Lot Size/SqFt	364597		
School District	Circle School District (USD 375)		
Elementary School	Circle Greenwich		
Middle School	Circle		
High School	Circle		
Subdivision	NONE LISTED ON TAX RECORD		

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Directions (Butler County) The Northwest corner of SW 40th St. & SW Santa Fe Lake Rd.

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TERMS OF SALE

Terms of Sale See associated documents

PERSONAL PROPERTY

Personal Property

SOLD

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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





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WATER WELL INSPECTION REQUIREMENTS

Property Address: 37 +/- Acres At SW 40th St. & SW Santa Fe Lake Rd - Towanda,
KS 67144

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 _____ NO ☒

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

Location of Well: _____

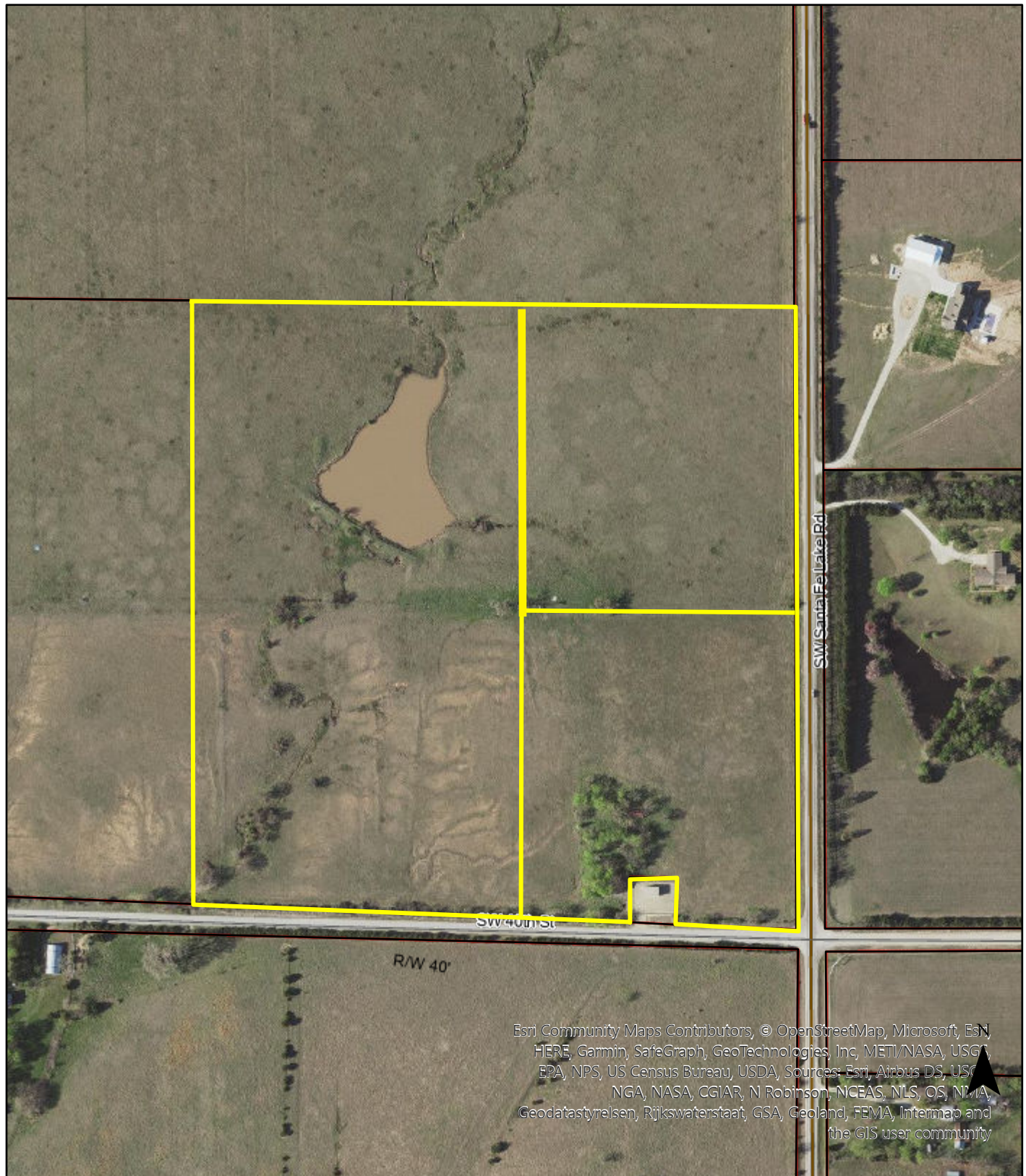
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO ☒

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

	Authentisign 	11/17/2023	
Owner/Seller			Date
	Authentisign 	11/17/2023	
Owner/Seller			Date
Buyer			Date
Buyer			Date

37 +/- Acres on SW Santa Fe Lake Rd Zoning: AG-40



Parcel Data	RoadCenterline	PAPER
BLDG LL	ROAD_TYPE	PRIVATE
Subdivisions	CITY	STATE HWY
Cemetery_Plots	COUNTY ASPHALT	TOWNSHIP
	COUNTY GRAVEL	US HWY
	KANSAS TURNPIKE	<all other values>

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

97°2'56"W 37°46'15"N



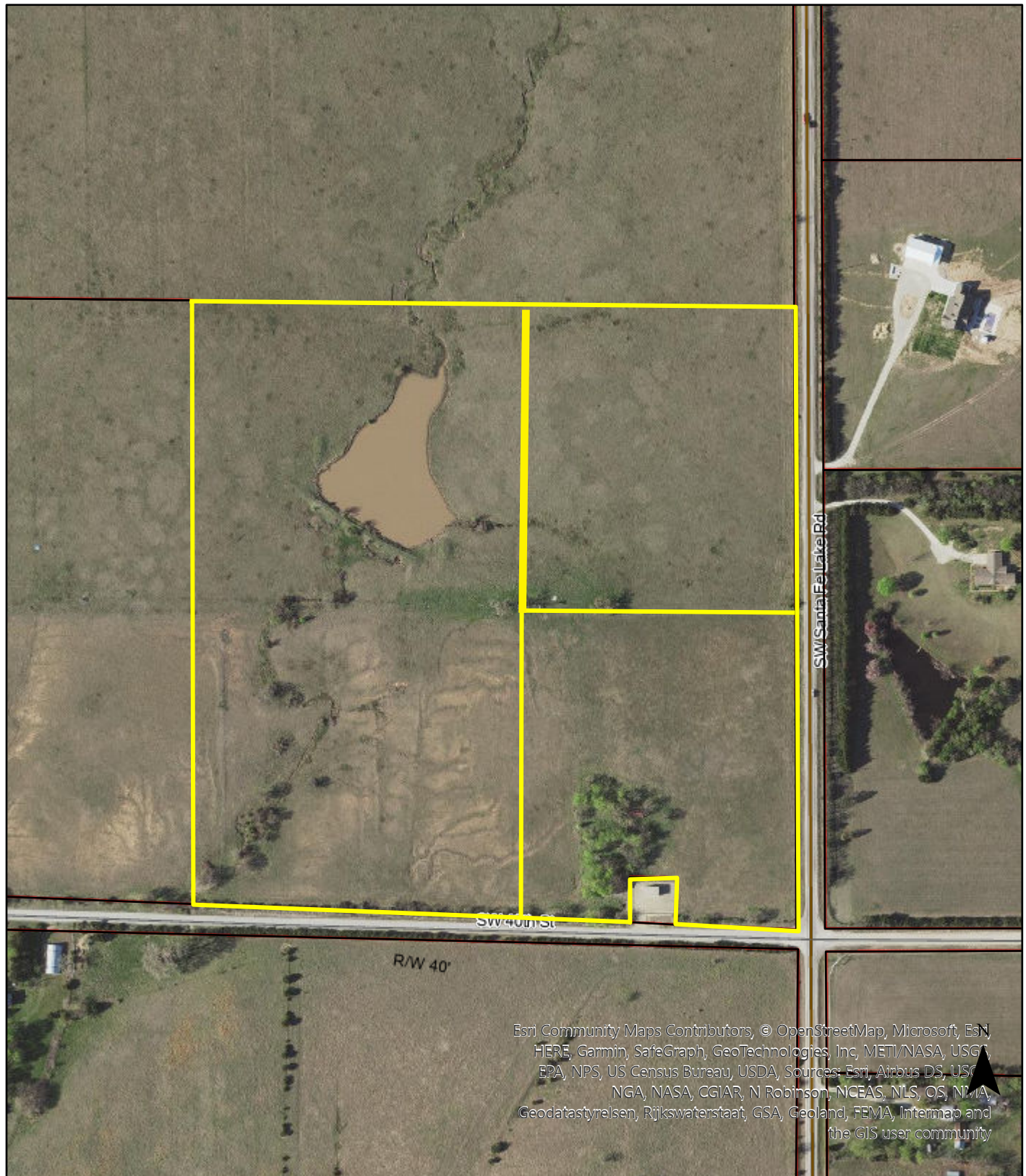
0 250 500 1,000 1,500 2,000 Feet

1:6,000

97°2'19"W 37°45'46"N

Basemap Imagery Source: USGS National Map 2023

37 +/- Acres on SW Santa Fe Lake Rd | Aerial



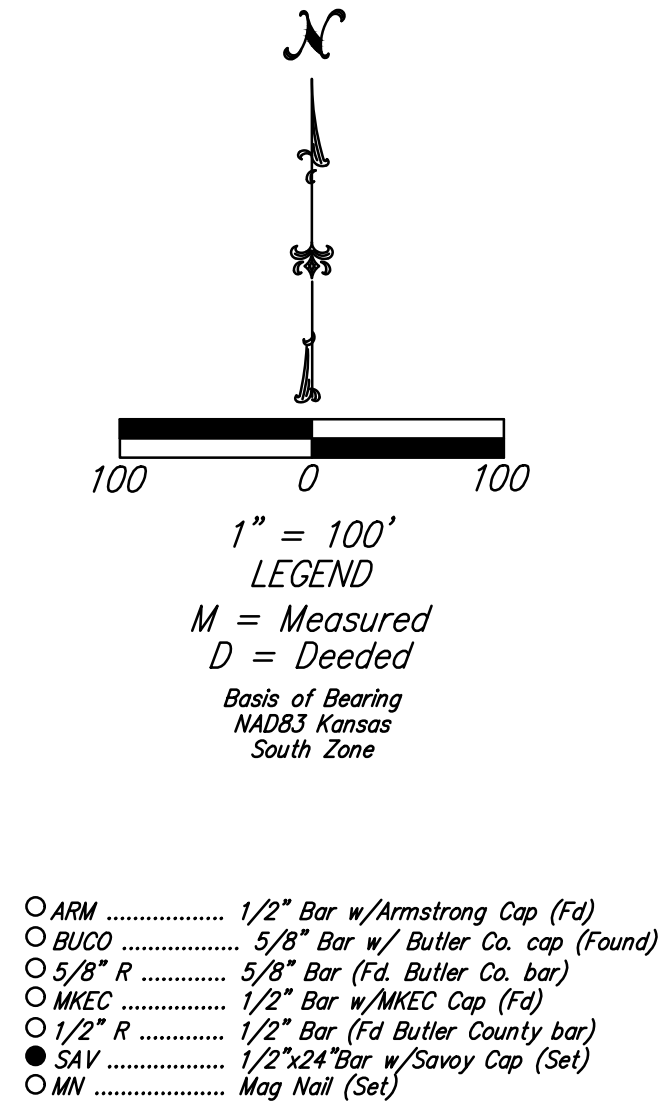
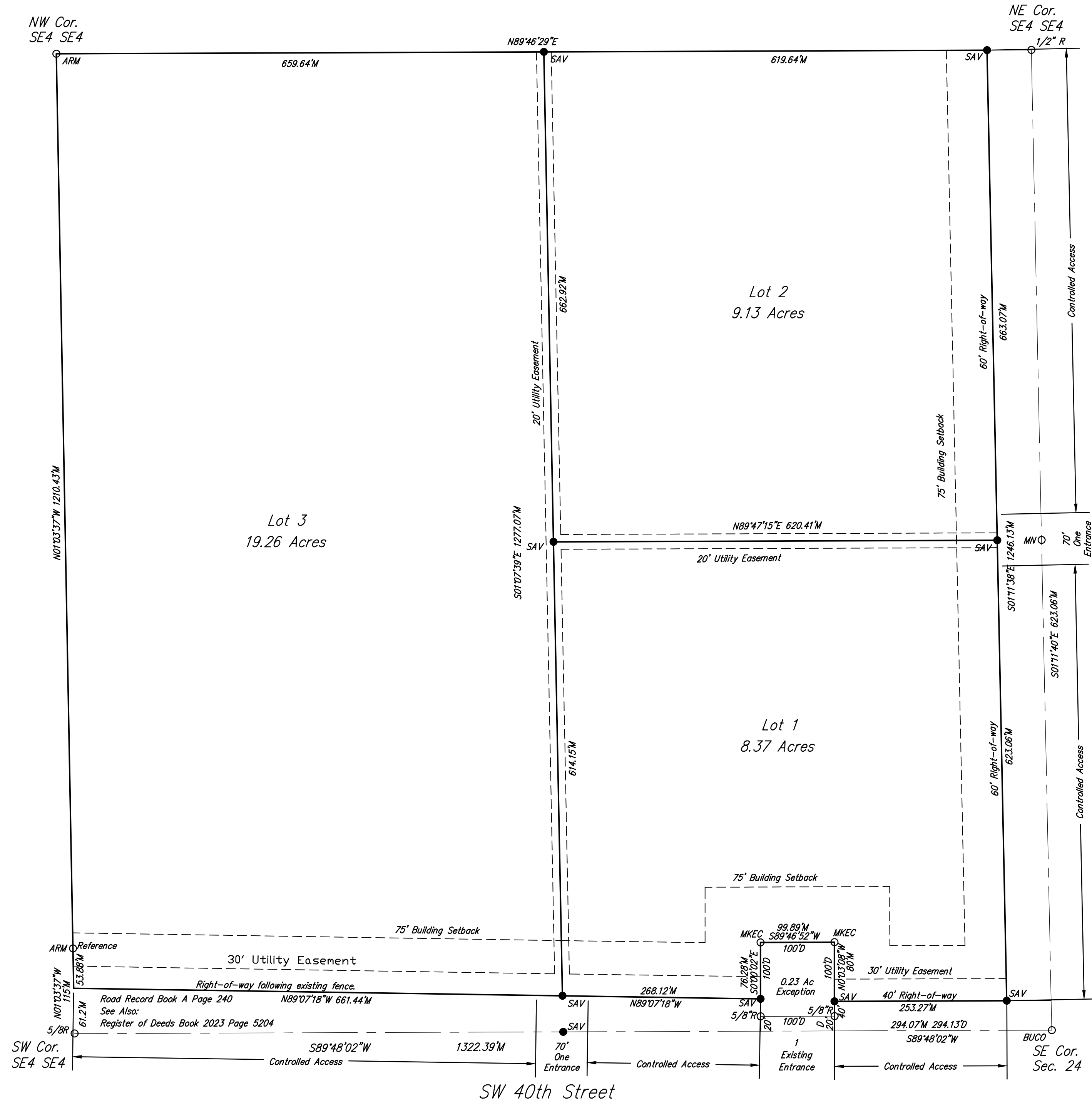
 Parcel Data	RoadCenterline	 PAPER
 BLDG LL	ROAD_TYPE	 PRIVATE
 Subdivisions	 CITY	 STATE HWY
 Cemetery_Plots	 COUNTY ASPHALT	 TOWNSHIP
	 COUNTY GRAVEL	 US HWY
	 KANSAS TURNPIKE	 <all other values>

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

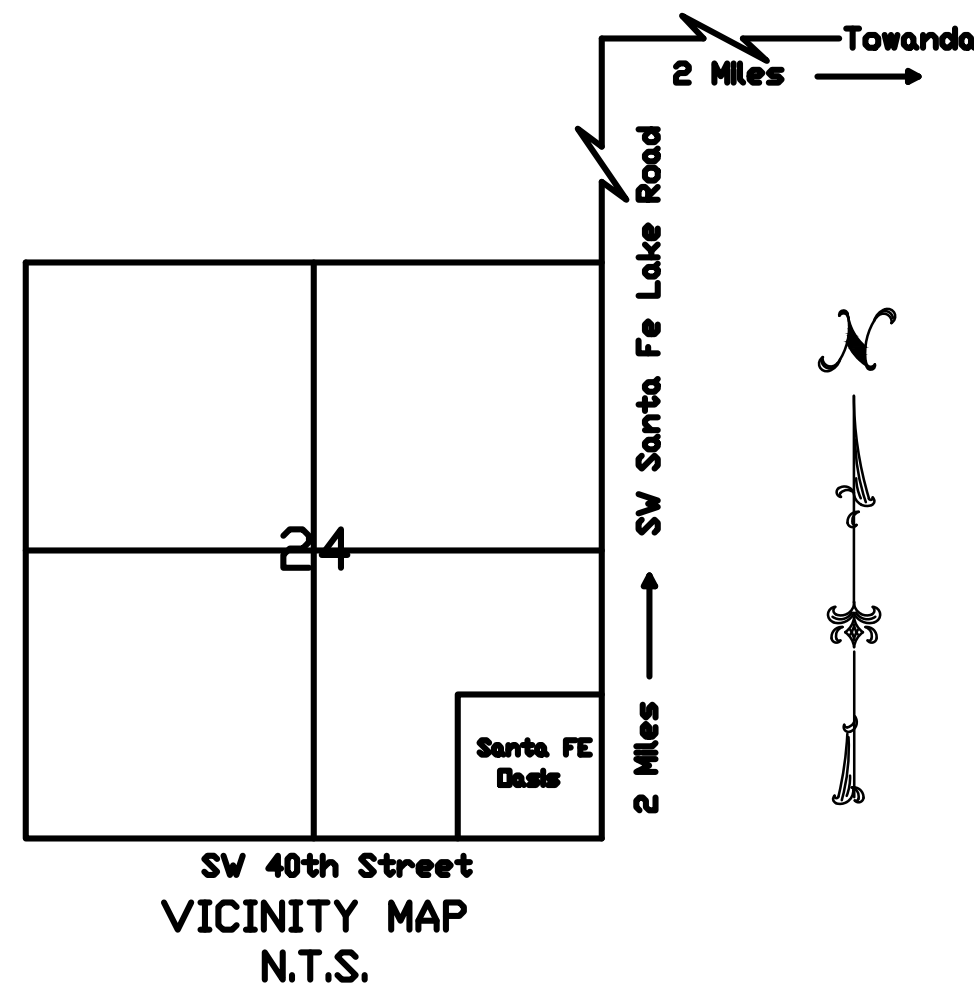
FINAL PLAT

SANTA FE OASIS

SE4 SE4 Section 24, Township 26 South, Range 3 East of 6th P.M.
Butler County, Kansas



SW Santa Fe Lake Road



~ CERTIFICATE OF SURVEY ~

STATE OF KANSAS)
COUNTY OF BUTLER) SS

We, Brungardt Honomichl & Company, P.A., Surveyors in the aforesaid County and State, do hereby certify that under the supervision of the undersigned, we did on this 17th day of July, 2023, perform a survey of the following described tract, and that the accompanying final plat is prepared and that all of the monuments shown hereon actually exist and their positions are correctly shown to the best of our knowledge and belief: All of the Southeast Quarter (SE4) of the Southeast Quarter (SE4) of Section 24, Township 26 South, Range 3 East of the Sixth Principal Meridian in Butler County, Kansas.

Date _____ Roger L. Cutsinger P.S. 805

STATE OF KANSAS)
COUNTY OF BUTLER) SS

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2023.

Michael A. Work, P.S. 1160
Butler County Surveyor

~ OWNERS CERTIFICATE ~

STATE OF KANSAS)
COUNTY OF BUTLER) SS

This is to certify that the undersigned owners of the land described in the Surveyor's certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, streets and other public ways under the name of SANTA FE OASIS and that all highways, streets, alleys easements and public grounds as denoted on the plat are hereby dedicated to and for the use of the public for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements: and further that the land contained herein is held and shall be conveyed subject to any restrictions, reservations and covenants on file or hereafter filed in the Register of Deeds of Butler County, Kansas.

Date _____ BJ Ventures, LLC BJ Ventures, LLC
~ NOTARY ~ Ammar Jesri, Member Emad Barakeh, Member

STATE OF KANSAS)
COUNTY OF BUTLER) SS

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023

by _____ and _____
BJ Ventures, LLC BJ Ventures, LLC
Ammar Jesri, Member Emad Barakeh, Member

My appointment expires: _____ Notary Public

~ BUTLER COUNTY PLANNING BOARD ~

STATE OF KANSAS)
COUNTY OF BUTLER) SS

This plat is approved by the Butler County Planning Board on this _____ day of _____, 2023, and is recommended for approval by the Board of County Commissioners of Butler County, Kansas.

Date _____ Jeff Varner, Chairman
Attest: _____, Secretary

~ BUTLER COUNTY COMMISSIONERS ~

STATE OF KANSAS)
COUNTY OF BUTLER) SS

This Plat if approved and all dedications shown hereon, if any, are hereby accepted by the Board of Butler County Commissioners, on this _____ day of _____, 2023.

Kelly Herzet, Chairman

Attest: _____
Tatum Stafford, Butler County Clerk

~ BUTLER COUNTY REGISTER OF DEEDS ~

STATE OF KANSAS)
COUNTY OF BUTLER) SS

This is to certify that this instrument was filed for record in the Register of Deeds office at _____ M. on the _____ day of _____, 2023 and was duly recorded in Book _____ at Page _____.

Jacquie Roberts, Register of Deeds

~TRANSFER RECORD ~

Entered on transfer record this _____ day of _____, 2023

Tatum Stafford, Butler County Clerk

PROJECT NO. 038050.00.01



120 N. Main Street, El Dorado, Ks. 67042
Suite 3 Phone: (316) 452-5552

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.

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

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)*

