

PROPERTY INFORMATION PACKET | THE DETAILS



7141 SW 120th St. | Augusta, KS 67010

AUCTION: BIDDING OPENS: Tues, May 28th @ 2:00 PM

BIDDING CLOSING: Thurs, June 6th @ 2:20 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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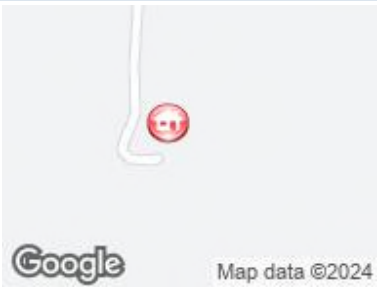
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 639129
Status Active
Contingency Reason
Area SCKMLS
Address 7141 SW 120th St.
City Augusta
Zip 67010
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 6
Total Bedrooms 7.00
AG Full Baths 3
AG Half Baths 1
Total Baths 5
Garage Size 4+
Basement Yes - Finished
Levels 2 Story
Approximate Age 11 - 20 Years
Acreage 10.01 or More

Approx. AGLA 3846
AGLA Source Court House
Approx. BFA 1144.00
BFA Source Court House
Approx. TFLA 4,990
Lot Size/SqFt 1,655,280
Number of Acres 38.00

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 Andrew Jones - CELL: 316-323-2790
Co-List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Showing Phone 1-888-874-0581
Year Built 2005
Parcel ID 322-03-0-00-00-001-04-0
School District Augusta School District (USD 402)
Elementary School Augusta Schools
Middle School Augusta
High School Augusta
Subdivision NONE LISTED ON TAX RECORD
Legal S03, T28, R04E, ACRES 38, NE1/4 NE1/4 EXC BEG SW/C N26.5 SELY660.4 W659.8 TO POB LESS ROW

List Date 4/22/2024
Display Address Yes
Sub-Agent Comm 0%
Buyer-Broker Comm 3%
Transact Broker Comm 3%
Variable Comm Non-Variable
Days On Market 24
Input Date 5/15/2024 2:50 PM
Update Date 5/16/2024
Status Date 5/15/2024
Price Date 5/15/2024

Master Bedroom Level Main
Master Bedroom Dimensions 15.2 x 14.11
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 21.8 x 15.2
Living Room Flooring Wood Laminate
Kitchen Level Main
Kitchen Dimensions 15.2 x 17.7
Kitchen Flooring Wood Laminate
Room 4 Type Bedroom
Room 4 Level Upper
Room 4 Dimensions 10.11 x 11.5
Room 4 Flooring Carpet
Room 5 Type Bedroom
Room 5 Level Upper
Room 5 Dimensions 10.11 x 8.10
Room 5 Flooring Carpet
Room 6 Type Bedroom
Room 6 Level Upper
Room 6 Dimensions 11.9 x 15.3
Room 6 Flooring Carpet
Room 7 Type Bedroom
Room 7 Level Upper
Room 7 Dimensions 10.11 x 11.6
Room 7 Flooring Carpet
Room 8 Type Bedroom
Room 8 Level Basement
Room 8 Dimensions 13.11 x 12.2
Room 8 Flooring Carpet
Room 9 Type Bedroom
Room 9 Level Basement
Room 9 Dimensions 14 x 14.5
Room 9 Flooring Carpet
Room 10 Type Family Room
Room 10 Level Basement
Room 10 Dimensions 15.2 x 32.9
Room 10 Flooring Carpet
Room 11 Type Theater
Room 11 Level Basement
Room 11 Dimensions 14.1 x 19.1
Room 11 Flooring Carpet

Room 12 Type	Dining Room
Room 12 Level	Main
Room 12 Dimensions	12.11 x 15.2
Room 12 Flooring	Wood Laminate

DIRECTIONS

Directions (Augusta) HWY 400 (Kellogg) & HWY 77 (Walnut St) - South to SW 120th St., East to Property.

FEATURES

ARCHITECTURE Traditional	UTILITIES Lagoon Rural Water	KITCHEN FEATURES Eating Bar Island Electric Hookup Laminate Counters	INTERIOR AMENITIES Ceiling Fan(s) Central Vacuum Closet-Walk-In Wet Bar Window Coverings-All Wood Laminate
EXTERIOR CONSTRUCTION Frame w/Less than 50% Mas	BASEMENT / FOUNDATION Full Day Light Walk Out Below Grade	APPLIANCES Dishwasher Disposal Refrigerator Range/Oven Washer Dryer	POSSESSION At Closing
ROOF Composition	BASEMENT FINISH 2 Bedroom 1 Bath Bsmt Rec/Family Room	MASTER BEDROOM Master Bdrm on Main Level Sep. Tub/Shower/Mstr Bdrm Two Sinks	PROPOSED FINANCING Other/See Remarks
LOT DESCRIPTION Standard	COOLING Central Electric	AG OTHER ROOMS Bonus Room Foyer Office	WARRANTY No Warranty Provided
FRONTAGE Unpaved Frontage	HEATING Forced Air Electric	LAUNDRY Main Floor Separate Room 220-Electric Wash Sink	OWNERSHIP RELO Individual
EXTERIOR AMENITIES Corral Patio Covered Deck Fence-Other/See Remarks Guttering Horses Allowed Security Light Storm Door(s) Storm Windows/Ins Glass Outbuildings	DINING AREA Formal		PROPERTY CONDITION REPORT Yes
GARAGE Attached Oversized			DOCUMENTS ON FILE Sellers Prop. Disclosure
FLOOD INSURANCE Unknown			SHOWING INSTRUCTIONS Appt Req-Call Showing #
			LOCKBOX Combination
			TYPE OF LISTING Excl Right w/o Reserve
			AGENT TYPE 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	\$10,316.36	Home Warranty Purchased	Unknown
General Tax Year	2023	Earnest \$ Deposited With	Security 1st Title
Yearly Specials	\$0.00		
Total Specials	\$0.00		

REMARKS

Public Remarks	Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, May 28th, 2024 at 2:00 PM (cst) BIDDING CLOSING: Thursday, June 6th, 2024 at 2:00 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!!! PREMIER!!! LOCATION LOCATION LOCATION! If you're searching for a serene country oasis that doesn't sacrifice convenience, look no further! Nestled on approximately 38 acres, this magnificent property boasts an expansive 8-bedroom, 4.5-bathroom home spanning nearly 5 ,000 square feet. Additionally, it features a breathtaking barn that offers over 3,000 square feet of versatile space, an equestrian's dream! Enjoy the perfect blend of tranquility and accessibility with this exceptional estate! 8-BR, 4.5 BA Home: 4,990 Sq. Ft. Brick Frontage 2-Year Old Roof New Exterior Paint Approximately 1 Year Ago Covered Front Porch Attached & Oversized Two-Car Garage Open Concept Main Floor Spacious Kitchen w/Island, 3-Bowl Stainless Steel Sink, Refrigerator, Double Wall Ovens, Cooktop, Dishwasher & Walk-in Pantry Formal Dining Room w/Bay Window Separate Laundry/Mud Room w/Washer & Dryer, Sink & Built-in Cabinetry 1/2 Bathroom Large Main-Floor Primary Bedroom w/Coffe Ceiling, Bay Window & Ensuite w/ Separate Tub, Shower, Sink & Walk-in Closet Upper Level: Office, 2-Full Bathrooms, 5-Bedrooms, Storage Room & Play Room Finished Walk-Out Basement: Wet Bar, Family Room, 2-Bedrooms, 1-Full Bathroom, Theatre Room, Storage Space Large Covered Backyard Deck & Patio Below Approximately 3,117 Sq. Ft. Barn Completely Renovated in 2023 Overhead Door Barn Lobby Tack Room Storage Rooms Stables w /Outside Corral Panels Large Sliding Door Additional Features: 70 x 200 Riding Arena added in 2023 57 x 30 Metal Shop w/Two Overhead Doors Loafing Sheds Lots of Pasture Space Exterior has Barbed Wire Fence Interior Fencing-Horse Wire or 4 x 4 Lagoon was Serviced in January 2022 This property has so much to offer. Do not miss out on this incredible opportunity! *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 \$35,000 for a 30 day close or \$45,000 for a 45 day close.
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AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdy.com	Auction Offering	Real Estate Only
Auction Date	5/28/2024	Auction Start Time	2:00 PM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	35,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

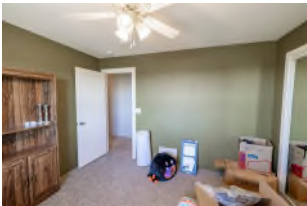
TERMS OF SALE

Terms of Sale

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 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 7141 SW 120th St. - Augusta, KS 67010

Seller:

Date of Purchase:

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

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

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

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

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

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

PART I

APPLIANCES

ELECTRICAL

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

27 WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS						
28 TRANSFERS TO BUYER					TRANSFERS TO BUYER						
None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.						
30	☐	☒	☐	☐	Sewage Systems	☒	☐	☐	☐	Cooling System	
31	☐	☒	☐	☐	Sump Pump		☐	☐	☐	Type	
32	☐	☐	☐	☐	Backup Sump Pump/Battery		☐	☐	☐	Age	
33	☐	☒	☐	☐	Plumbing	☒	☐	☐	☐	Heating System	
34					Type	<i>Heat pumps</i>	☐	☐	☐	Type	
35	☐	☒	☐	☐	Water Heater (Circle One) <u>Elect</u> Gas		☐	☐	☐	Age	
36					Size & Age	☒	☐	☐	☐	Window/Wall Air Conditioning Units	
37	☒	☐	☐	☐	Instant Hot Water	☐	☐	☐	☒	Electronic Air Filter	
38	☒	☐	☐	☐	Water Softener	☐	☐	☐	☒	Humidifier	
39					(Circle One) Own Rent/Lease	☒	☐	☐	☐	Fireplace	
40					Company	☒	☐	☐	☐	Fireplace Insert	
41	☒	☐	☐	☐	Water Purifier/Reverse Osmosis	☒	☐	☐	☐	Wood burning Stove	
42	☒	☐	☐	☐	Underground Sprinkler System		☐	☐	☐	Chimney/Flue - Date Last Cleaned	
43					Backflow Device (Circle One) YES NO	☒	☐	☐	☐	Gas Log Lighter	
44					Date Last Tested or Inspected	☐	☐	☒	☐	Whole House Attic Fan	
45	☒	☐	☐	☐	Pool Equipment	☐	☐	☒	☐	Solar Equipment - (Circle One) Own Rent/Lease	
46	☒	☐	☐	☐	Hot Tub/Spa		☐	☐	☐	Company	
47	Comments:					☐	☐	☐	☒	Geothermal	
48						☒	☐	☐	☐	Propane Tank - (Circle One) Own Rent/Lease	
49							☐	☐	☐	Company	
50						Comments:					
51	MEDIA										
52	TRANSFERS TO BUYER										
53	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.					
54						Any Additional Comments For Part I:					
55											
56											
57											
58	☒	☐	☐	☐	☐						Satellite Dish
59	☐	☐	☐	☐	☐						# of Rcvrs/Remotes
60	☒	☐	☐	☐	☐						Attached Antennas
61	☐	☐	☐	☐	☒						Cable TV Wiring/Jacks
62	☒	☐	☐	☐	☐						Attached Television Mount(s)
63	☒	☐	☐	☐	☐						Projector(s)
64	☒	☐	☐	☐	☐	Projector Screen(s)					
65	☐	☐	☐	☐	☒	Surround Sound Speakers					
66	☐	☐	☒	☐	☐	Wired for Surround Sound					
67	Comments:										
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>2 Years</u> Type: _____
☐	☐	☐	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:			

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

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

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SECTION 4

WATER/SEWAGE SYSTEMS

YES NO DON'T KNOW

☐ ☒ ☐

Is the property connected to City Water?

☒ ☐ ☐Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: #4☐ ☒ ☐

Is the property connected to any private water systems? (Mark all that apply.)

☐ Drinking Well☐ Irrigation Well☐ Geo-Thermal Well☐ ☒ ☐

Working? Type: _____ Location: _____ Depth: _____

☐ ☒ ☐

Working? Type: _____ Location: _____ Depth: _____

☐ ☒ ☐

Working? Type: _____ Location: _____ Depth: _____

☐ ☒ ☐

Has the water in any wells shown test results of contamination? (If YES, explain below.)

☐ ☒ ☐

Is the property connected to a public sewer system?

If shared lagoon/septic system, explain below.

☐ ☒ ☐

Is the property connected to a septic system?

Date Last Pumped: _____

Tank Size: _____ Location: _____

feet laterals: _____ # Feet infiltrators: _____ Location: _____

☒ ☐ ☐

Is the property connected to a lagoon system? Location: _____

☐ ☒ ☐

Is the property connected to some other type of waste disposal system? (If YES, explain below.)

☐ ☐ ☒

Has the main waste disposal line ever been snaked or scoped?

☐ ☒ ☐

To your knowledge, is there any problem relating to the waste disposal system?

Additional Comments:

SECTION 5

WATER INTRUSION/LEAKS

YES NO DON'T KNOW

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): Basement☐ ☐ ☒Drain Tiles (If YES, mark all that apply.) ☐ INTERIOR ☐ EXTERIOR

Additional Comments:

SECTION 6

PEST, WOOD INFESTATION & DRY ROT

YES NO DON'T KNOW

☐ ☐ ☐

Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)

☐ WOOD DESTROYING INSECTS☐ DRY ROT☐ OTHER WOOD INFESTATION☐ ☐ ☐

Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)

☐ WOOD DESTROYING INSECTS☐ DRY ROT☐ OTHER WOOD INFESTATION☐ ☐ ☐

Have there been any repairs of such damage? (If YES, explain below.)

☐ ☐ ☐

Is the property currently under a termite warranty or other coverage by a licensed pest control company?

Company: _____ Warranty Expiration Date: _____

☒ ☐ ☐

Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)

☒ ☐ ☐

Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)

☒ ☐ ☐

Any pest control reports in the last 5 years? (If YES, explain below.)

☒ ☐ ☐

Any professional pest control treatments in the last 5 years? (If YES, explain below.)

Additional Comments:

only at shop. Not House

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RELEASE DATE 4/2022 (Rev 11/21)

SELLER'S INITIALS: CB

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BUYER'S INITIALS: _____

#1004

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

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

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SECTION 7

ENVIRONMENTAL CONDITIONS

YES NO DON'T KNOW

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:

SECTION 8

BOUNDARIES/LAND

YES NO DON'T KNOW

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 beleive all

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:

water main

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: _____			
☐	☒	☐	Is the property in a historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
☐	☐	☒	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
☐	☒	☐	Are there any transferable warranties on the property or any of its components?
Comments:			

Any Additional Comments For Part II:

When we bought the home we knew ~~that~~ some windows did need replacing.

SELLER'S ACKNOWLEDGEMENT

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

Seller is occupant: ☐ YES ☐ NO

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.

SELLER: Cheryl A. Bergman SELLER: 4-23-24
Date Date

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. 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 REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract with the Seller.

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

3. 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.

4. 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: _____ BUYER: _____
Date Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2021

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: 7141 SW 120th St. - Augusta, KS 67010
2 Seller: Cherilyn Borgman Date of Purchase: _____
3 Property currently zoned as: _____

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

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

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

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

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

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

PART I

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

None
Does Not Transfer
Working
Not Working
Don't Know

WATER SYSTEMS

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

DRAINAGE/SEWAGE SYSTEMS

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

Seller's Initials CB Buyer's Initials _____

PART II

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

None
Does Not Transfer
Working
Not Working
Don't Know

GAS/ELECTRIC

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

Yes
No
Don't Know

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

DRAINAGE/SEWAGE SYSTEMS

- 60 ☐ ☒ ☐ Is property connected to a public sewer system?
 61 If yes, no explanation required.
 62 ☒ ☐ ☐ Is there a septic tank/lagoon system serving this property?
 63 If yes, when was it last serviced? Date Jan. 2022
 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, roads, driveways?
 79 _____
 80 ☐ ☐ ☒ Is this property owner responsible for maintenance of any such shared feature?
 81 ☐ ☐ ☒ Do you know of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability problems that have occurred on the property or in the immediate neighborhood?
 82 _____
 83 Comments: water main shut off
 84 _____

Seller's Initials

CB

Buyer's Initials

Yes No Don't Know

HOMEOWNER'S ASSOCIATION

Is the property subject to rules or regulations of any homeowner's association?

Annual dues \$ _____ Initiation Fee \$ _____

To your knowledge, are there any problems relating to any common area?

Have you been notified of any condition which may result in an increase in assessments?

Comments: _____

ENVIRONMENTAL CONDITIONS

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

Asbestos

Contaminated soil or water (including drinking water)

Landfill or buried materials

Methane gas

Oil sheers in wet areas

Radioactive material

Toxic material disposal (e.g., solvents, chemicals, etc.)

Underground fuel or chemical storage tanks

EMFs (Electro Magnetic Fields)

Gas or oil wells in area

Other

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

Comments: _____

MISCELLANEOUS

To your knowledge:

Are there any gas/oil wells on the property or adjacent property?

Is the present use of the property a non-conforming use?

Are there any violations of local, state or federal government laws or regulations relating to this property?

Is there any existing or threatened legal or regulatory action affecting this property?

Are there any current special assessments or do you have knowledge of any future assessments?

Are there any proposed or pending zoning changes on this or adjacent property?

Are any local, state, or federal agencies requiring repairs, alterations or corrections of any existing conditions?

Are there any diseased or dead trees or shrubs?

Is the property located in an area where public authorities have or are contemplating condemnation proceedings?

Are there any facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property? If yes, please explain below.

Comments: _____

Seller Owns:

Mineral Rights:

_____ % pass with the land to the Buyer _____ % remain with the Seller

_____ % are owned by third party _____ unknown

Are there any oil, gas, or wind leases of record or Other? Please explain: _____

Crops planted at the time of sale:

_____ pass with the land to the Buyer _____ remain with the Seller

_____ none _____ negotiable

_____ Other (please describe): _____

Seller's Initials CB

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.

Cheryl A. Baigman 4-23-24
Seller _____ Date _____ Seller _____ Date _____

OR

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

Seller _____ Date _____ Seller _____ Date _____

BUYER'S ACKNOWLEDGMENT AND AGREEMENT

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

Buyer _____ Date _____ Buyer _____ Date _____

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

Seller's Initials CB Buyer's Initials _____



WATER WELL INSPECTION REQUIREMENTS

Property Address: 7141 SW 120th St. - Augusta, KS 67010

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 X CB

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon X

Location of Lagoon/Septic Access: East of Home

Charilyn A. Bergman
Owner/Seller

4-22-24
Date

Owner/Seller

Date

Buyer

Date

Buyer

Date



AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 7141 SW 120th St., Augusta, KS 67010 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	<u>Butler Electric Cooperative (Includes Velocity Internet)</u>	<u>\$450+/-</u>
Water & Sewer:	<u>RWD#4 - Butler Co.</u>	<u>\$50+/-</u>
Gas Propane:	<u>N/A - All electric</u>	<u>n/a</u>

If propane, is tank owned or leased? Owned Leased

If leased, please provide company name and monthly lease amount:

Appliances that Transfer:

Refrigerator?	☒ Yes	No	Washer?	☒ Yes	No
Dishwasher?	☒ Yes	No	Dryer?	☒ Yes	No
Stove/Oven?	☒ Yes	No	Other?	_____	
Microwave?	Yes	No	_____		

Homeowners Association: Yes ☒ No

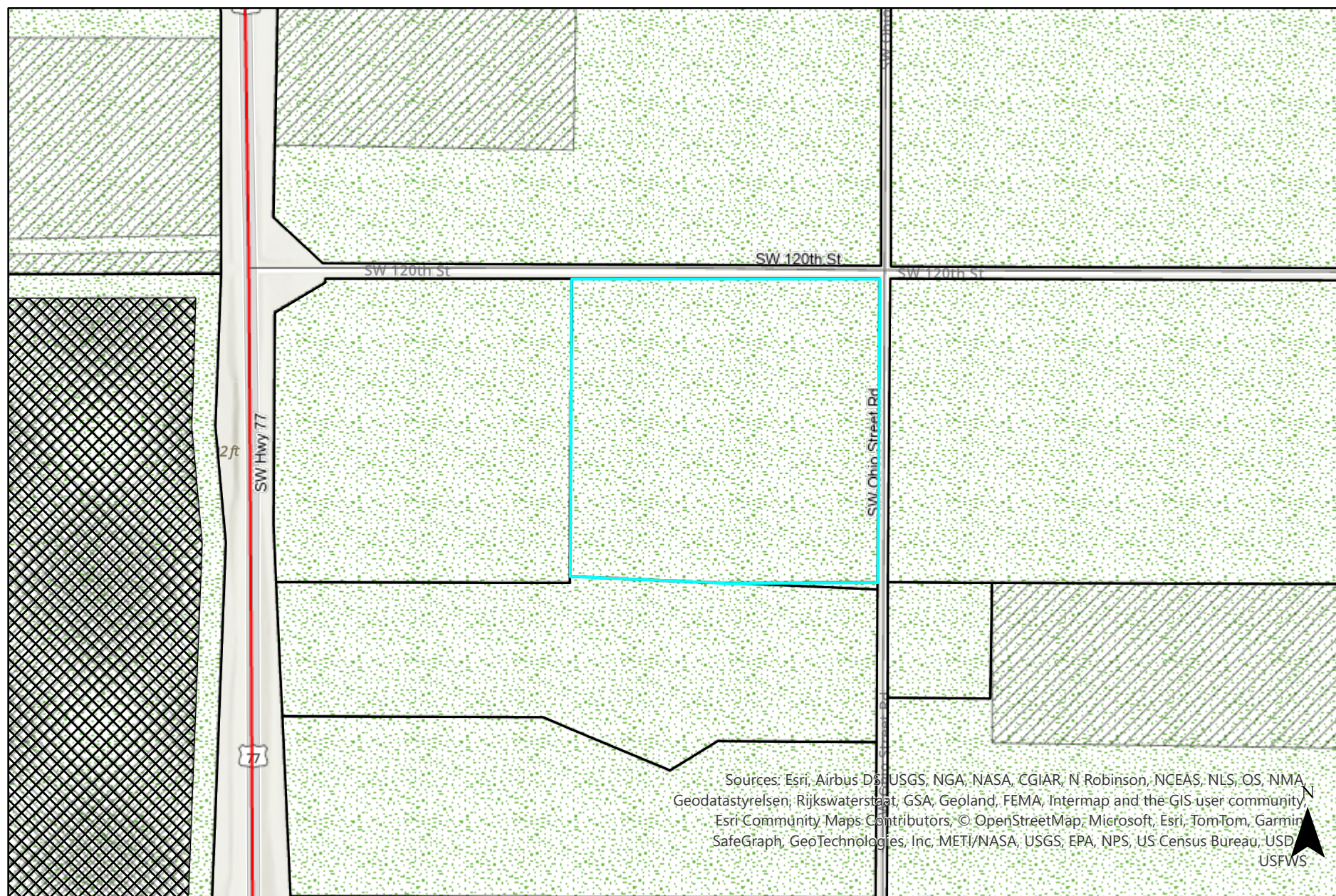
Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? No.

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

7141 SW 120th St, Augusta, KS 67010 - Zoning AG 40 Agricultural



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
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Parcels_Data_BldgLL_Condos
 Zoning_CUP - CUP

RoadCenterline
ROAD_TYPE
 CITY
 COUNTY ASPHALT

COUNTY GRAVEL
 KANSAS TURNPIKE
 PAPER
 PRIVATE
 STATE HWY

TOWNSHIP
 US HWY
 <all other values>
 Municipal Boundaries

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

National Flood Hazard Layer FIRMMette



96°58'47"W 37°39'11"N



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

1:6,000

96°58'9"W 37°38'42"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped



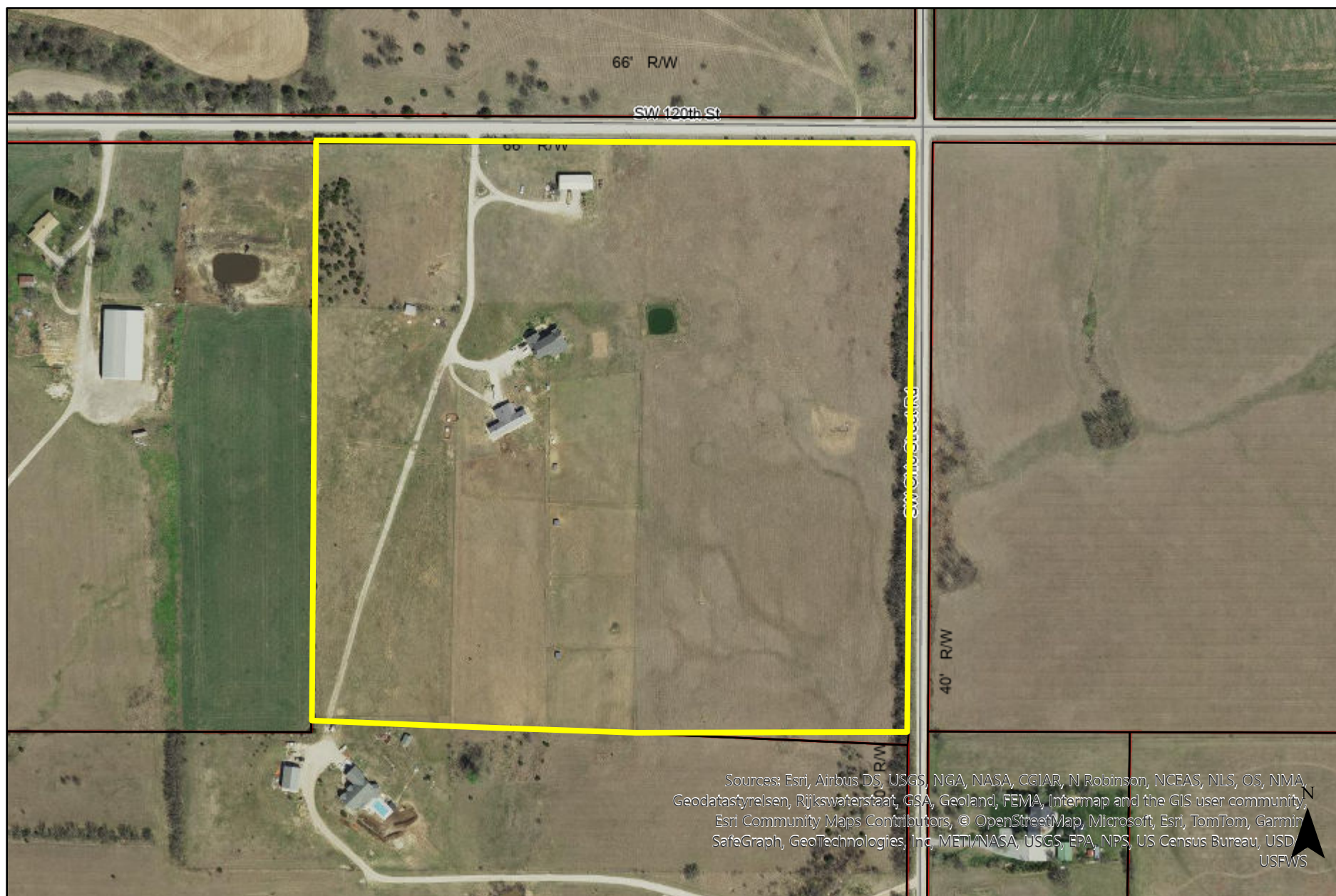
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/26/2024 at 10:16 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

7141 SW 120th St., Augusta, KS 67010 - Aerial



- Parcel Data
- BLDG LL
- Subdivisions
- Cemetery_Plots

RoadCenterline
ROAD_TYPE

- CITY
- COUNTY ASPHALT

- COUNTY GRAVEL
- KANSAS TURNPIKE
- PAPER
- PRIVATE
- STATE HWY

- TOWNSHIP
- US HWY
- <all other values>

Parcel_Lines
SYMBOL

- Contiguous Lot and Parcel Lines
- Contiguous Parcel Lines

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

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)*

