



Reserve Real Estate Auction  
Terms and Conditions

AUCTION ADDRESS 836 E Kansas Arkansas City KS 67005

DATE: 8-14-2025

The following terms and conditions form an integral part of the auction to be conducted by Sudduth Realty, Inc. on behalf of the Seller. The real estate offered for sale ("Property") at auction is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Sudduth Realty, Inc. It is Bidder's obligation to familiarize themselves with the terms of the Auction, as bidding upon real estate at auction is final and irrevocable act. The terms of the Auction are not subject to change or negotiation after the fact. It is Bidder's responsibility to review all available printed materials and listen to the Auction announcements for updated or modified specifications, terms, or disclosures.

1. **DEFINITIONS.** Each capitalized term used in these Terms and Conditions shall have the meaning ascribed to such term herein. "Auction" shall refer to the public sale of the Property to be held on the Auction Date. "Seller" shall refer to the consignor of the Property. "Buyer" shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. "Bidder" shall refer to any person or entity who has registered for or placed a bid at the Auction.
2. **CONSENT TO TERMS.** Registering for or bidding at the Auction will be deemed proof of Bidder's receipt of and agreement to be bound by these Terms and Conditions, any announcements made at the auction, and, if Bidder becomes the Buyer, the Contract for Purchase and Sale. Bidder further agrees and understands any announcements made during the Auction take precedence over anything previously stated or printed, including these Terms and Conditions.
3. **PROPERTY CONDITION.** The Property is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or Sudduth Realty, Inc., including, but not limited to, the following the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Property prior to bidding.
4. **INSPECTIONS.** The Property is not offered contingent upon inspections. 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 mild; 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 Property prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty, Inc. has been obtained from a variety of sources. Seller and Sudduth Realty, Inc. 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 Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller or Sudduth Realty, Inc.
5. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the Contract for Purchase and Sale.
6. **FINANCING CONTINGENCY.** The Property is being auctioned as a cash sale which is not contingent on Buyer's ability to obtain financing. It is Bidder's responsibility to ensure purchase money funds are in place prior to bidding at the Auction. Buyer's failure to close as a result of insufficient financing shall constitute a breach of contract.
7. **BIDDER REGISTRATION.** This Auction is for registered bidders only. Live Bidders MUST register their name, address, and telephone number with Sudduth Realty, along with a photo I.D. on or before the day of the Auction either in person or online.
8. **AUCTION PROCEDURE.** For purposes of the Auction, the Property will be offered in one parcel as identified in the Contract for Purchase and Sale. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder may be bound by said offer. The final bid price shall be determined by competitive bidding. Bids remain open until the auctioneer declares the bidding closed. Should any dispute arise between Bidders, the Auctioneer shall have the right to make the final decision to either determine the successful Bidder or to re-sell the property that is in dispute. Auctioneer's sales records shall be conclusive in all respects. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
9. **BUYER'S PREMIUM.** A buyer's premium of 10% of the final bid price (\$1,500 minimum) will be added final bid price determine the total sales price ("Sales Price") for the Property.
10. **RESERVE AUCTION.** The Property shall be sold to the highest bidder, subject to a minimum bid or reserve price.
11. **EXECUTION OF CONTRACT.** Buyer must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds in the amount set forth by Sudduth Realty. The balance of the Sales Price will be due in immediately available certified funds at closing on the specified closing date. Closing must occur within 30 days of the date of the Auction, or as otherwise agreed by Seller and Buyer.
12. **EARNEST MONEY DEPOSIT.** Upon completion of the Auction, Buyer shall deliver to Seller a non-refundable earnest money deposit equal to 10% of the sales Price.
13. **ASSIGNMENT.** No Bidder or Buyer may assign any of its rights or obligations under these Terms and Conditions, including their bid or obligation to purchase the Property, without the written consent of Seller and Sudduth Realty, Inc. In the event such written consent is



provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.

14. **FAILURE BY BUYER.** If Buyer fails or refuses to execute the Contract for Purchase and Sale, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Buyer and Seller for the sale and purchase of the Property.
15. **ONLINE AUCTIONS/BIDS.** In the case of online bidding neither the company providing the software nor Sudduth Realty, Inc. shall be held responsible for any missed bid or the failure of the software to function properly for any reason. A winning online bidder is required to execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the amount set forth by Sudduth Realty, Inc. the next business day following the conclusion of the Auction. Such earnest money deposit must be in the form of wire transfer, cashier's check, or personal check with bank letter of guarantee. The closing time of an online auction shall automatically extend an additional 2 minutes whenever a bid is placed within the last 2 minutes of the scheduled closing time.
16. **BROKER/AGENT PARTICIPATION.** Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty, Inc. no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. If buyer has a buyer's broker have the buyer's broker register with Sudduth Realty in advance of registering online.
17. **CHOICE OF LAW.** These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas. 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.
18. **AUCTIONEER'S LIABILITY.** Sudduth Realty, Inc. is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty, Inc. be liable to Bidder for any 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. 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. Sudduth Realty, Inc. may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Property. Neither Seller nor Sudduth Realty, Inc. including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Property. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty, Inc. expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller and Sudduth Realty, Inc. are not responsible for any lost, stolen, or damaged property.
19. **AGENT OF SELLER.** The Auctioneer, Sudduth Realty, Inc. (and any appointed real estate agent, where applicable), is acting as a designated Seller's agent and not as an agent of the Buyer. The Buyer may be required to sign an Agency Agreement acknowledging that they are aware they are not receiving any representation.
20. **MEDIA RELEASE.** Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth Realty, Inc. to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this Auction, and to use the films, photographs, recordings, or other information about the Auction, including the sales price of the Property, for promotional or other commercial purposes.
21. **REFUSAL OF SERVICE.** Sudduth Realty, Inc. 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, and may further to refuse admittance to or expel anyone from the auction premises for interference with the Auction activities, nuisance, canvassing or any other reason deemed necessary by Sudduth Realty, Inc.
22. **FAIR HOUSING.** Sudduth Realty, Inc. is committed to compliance with all federal, state, and local fair housing laws, and will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. Sudduth Realty, Inc. will allow reasonable accommodation or reasonable modification based upon a disability-related need.
23. **CONTACT INFORMATION.** Sudduth Realty, Inc. is committed to protecting your privacy and will only share personal information you provide with third parties for the purpose of improving our services or for providing notifications and marketing. You may opt out of any contact or notifications, or to have us remove your personal information by sending a request to our office at [office@sudduthrealty.com](mailto:office@sudduthrealty.com).

Authentisign  
*Anita Sparklin*

06/30/25

Seller

Date

Buyer

Date

Seller

Date

Buyer

Date



## Cowley County, KS

## Summary

Parcel ID 2941901003002000  
 Quick Ref ID R12829  
 Location 700 E KANSAS AVE  
 Arkansas City, KS 67005  
 Brief Tax Description COUNTRY CLUB TRACTS, S19, T34, R04, ACRES 10.25, ALL LTS 6-9 & LTS 5,10 & 12 S OF DITCH & VAC ST ADJ EXC S569.55 LT 12 LESS ROW SECTION 19 TOWNSHIP 34 RANGE 04  
 Taxing Unit 001  
 Lot Size 72745  
 Acreage 8.58  
 Property Class Commercial & Industrial  
 Lot Block  
 S-T-R 19-34-04  
 Neighborhood 920- Arkansas City Commercial NBHD Central  
 Zoning MU

AuthentiSIGN

Anita Sparklin

06/30/25

## Owners

Primary Owner  
 Ark City Greenhouse, LLC  
 836 E Kansas Ave  
 Arkansas City, KS 67005

## Property Factors

Topography	Level - 1	Parking Type	Off Street - 1
Utilities	All Public - 1	Parking Quantity	Adequate - 2
Access	Paved Road - 1	Parking Proximity	On Site - 3
Fronting	Secondary Artery - 2	Parking Covered	0
Location	Neighborhood or Spot - 6	Parking Uncovered	0

## Market Land

Method	Type	AC/SF	Class
Sqft	Primary Site - 1	72,745	

## Agricultural Land

## Details:

Ag Type	Ag Acres	Ag Soil	Dry Land Acres	Summary:
DR	7.77	6220	Irrigated Acres	7.77
NG	0.81	6220	Native Grass Acres	0.81
			Tame Grass Acres	
			Total Ag Acres	8.58

## Commercial Information

Structure Type Warehouse, prefab  
 Bldg No & Name 1 ARK CITY GREENHOUSES  
 Identical Units 1  
 No. of Units 1  
 Unit Type  
 Class C

## Building Sections

Sect	Occupancy	Use	Year Built	Lvl From	Lvl To	Area	Perim	Hgt
1	Retail Store	Retail Store - 034	1978	01	01	2,268	198	10

## Other Building Improvements

Occupancy	Qty	Year Built	Area	Perim	Hgt	Stories
Greenhouse, Straight-Wall, Small	4	1978	1,536	0	10	1
Prefabricated Storage Shed	1	1978	360	0	8	1
Prefabricated Storage Shed	1	1978	88	0	8	1
Outbuildings	1	1992	10	0	8	1

## Appraised Valuation

Assessed Year	2025	2024	2023	2022
Building Value	\$60,390.00	\$59,240.00	\$59,180.00	\$43,020.00
Land Value	\$19,260.00	\$18,300.00	\$16,910.00	\$16,870.00
Appraised Total Value	\$79,650.00	\$77,540.00	\$76,090.00	\$59,890.00



Assessed Year	2025	2024	2023	2022
Building Value	\$15,098.00	\$14,810.00	\$14,795.00	\$10,755.00
Land Value	\$4,914.00	\$4,681.00	\$4,264.00	\$4,252.00
Assessed Total Value	\$20,012.00	\$19,491.00	\$19,059.00	\$15,007.00

Code	Description	Rate
CC041	COWLEY CCC	17.919
CT200	COWLEY COUNTY	43.328
CY001	ARKANSAS CITY	63.074
RC470	USD 470 RECREATION	5.000
SB470	USD 470 BOND & INTEREST	11.469
SD470	USD 470 OTHER FUNDS	22.796
SG470	USD 470 GENERAL FUND	20.000
ST100	STATE	1.500

Cowley County Internet Mapping is not a legal document. Information and maps shown on this website are compiled from various sources and are subject to constant revision. These maps should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only. We are pleased to give our community access to the Cowley County Web Map.  
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AuthentiSIGN  
Anita Spahlin

06/30/25

# Cowley County, KS

## Tax Summary

Tax ID 19352  
 Tax Year 2024  
 Name ARK CITY GREENHOUSES, LLC  
 Property 700 E KANSAS AVE, Arkansas City, KS 67005  
 Address  
 Sec-Twp-Rng 19-34-44  
 Description COUNTRY CLUB TRACTS, S19, T34, R04, ACRES 10.25, ALL LTS 6-9 & LTS 5,10 & 12 S OF DITCH & VAC ST ADJ EXC S569.55 LT 12 LESS ROW SECTION 19 TOWNSHIP 34 RANGE 04  
 Parcel ID/Cama 2941901003002000  
 Parcel Classes C  
 Tax Unit 1

## Tax History

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Delq
2024	\$19,491	178.131	\$3,471.96	\$0.00	\$3,471.96	\$3,471.96	N
2023	\$19,059	185.964	\$3,544.30	\$0.00	\$3,544.30	\$3,544.30	N
2022	\$15,007	196.076	\$2,942.52	\$0.00	\$2,942.52	\$2,942.52	N

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06/30/25

**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**Westcor Land Title Insurance Company**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a Colorado Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**WESTCOR LAND TITLE INSURANCE COMPANY**



By: Mary O'Donnell  
President  
Attest: [Signature]  
Secretary

Issuing Agent: Security 1st Title, LLC



**Security 1<sup>st</sup> Title**

Lindsey Rice  
(620) 221-0430 (Work)  
(620) 221-2839 (Work Fax)  
[lrice@security1st.com](mailto:lrice@security1st.com)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions*

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**Transaction Identification Data for reference only:**

Issuing Agent:	Security 1st Title, LLC	Buyer:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Issuing Office:	216 E. 9th Avenue PO Box 541 Winfield, KS 67156	Title Contact:	Lindsey Rice (620) 221-0430 (Work) (620) 221-2839 (Work Fax) <a href="mailto:lrice@security1st.com">lrice@security1st.com</a>
ALTA Universal ID:	0001152		
Loan ID Number:			
Commitment No.:	KS-C3140207		
Property Address:	836 E Kansas Ave, Arkansas City, KS 67005		

**SCHEDULE A****1. Commitment Date:**

07/07/2025 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

The estate or interest to be insured: Fee Simple

**3. The estate or interest in the Land at the Commitment Date is:**

Fee Simple

**4. The Title is, at the Commitment Date, vested in:**

Ark City Greenhouses, LLC, a Kansas limited liability company

**5. The Land is described as follows:**

All of Lot 9, and that part of Lots 5, 10 and 12 South of the South right-of-way line of the Arkansas City Canal, except the South 569.55 feet of Lot 12 and except that part of Tract 12 condemned for dike, all in Country Club Tracts Subdivision, City of Arkansas City, Cowley County, Kansas.

**Security 1st Title**By: 

David Armagost, President

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:

Tax Year: 2024

Full Amount: \$3,471.96, Paid

Tax Parcel Number: 19359 (covers additional real estate)

7. Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.
8. Ark City Greenhouses, LLC is a Kansas limited liability company and we have been provided with the appropriate governing documents. We must be furnished with any amendments not previously provided. Any instrument to be executed must:
  1. Be executed in the limited liability company's name, and
  2. Be signed in accordance with the governing documents.

We reserve the right to make any additional requirements we deem necessary.

9. The subject property is an interior tract and does not abut a public road. We require that access to a public road be established of record in a manner acceptable to the Company. Upon receipt of information regarding any existing or proposed means of access, we reserve the right to amend this commitment to make such additional requirement as we deem necessary. In the event access to a public road is not established of record in a manner acceptable to the Company, the following exception will appear in our policy (ies) when issued:

"Liability for loss or damage sustained due to lack of access to or from a public road."

10. File a Warranty Deed from Ark City Greenhouses, LLC, a Kansas limited liability company to a Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 of Schedule A.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions*

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11. Provide this company with a properly completed and executed Owner's Affidavit.
12. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

**NOTE:** The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

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**SCHEDULE B, PART II—Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.**

**NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.**

8. An easement for right of way given to Southwestern Bell Telephone Co. recorded in/on Jr. Book 6, Page [324](#).
9. Condemnation for the Walnut River Dike improvement recorded in Deed Book 209, Page [92](#).
10. An easement for right of way given to the City of Arkansas City recorded in/on Jr. Book 43, Page [167](#).
11. Bill of Sale for Benefit Units/Water Service from Rural Water District No. 3, Cowley County to City of Arkansas City recorded in Book 788, Page [436](#).
12. A Sewer Line Easement recorded in/on Book 1130, Page [435](#).
13. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.



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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I—Requirements; and
    - f. Schedule B, Part II—Exceptions.
  4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions*

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this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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The map displays a residential area with several streets and landmarks. Key features include:

- Streets:** NDST, NFST, PEACHST, PEARST, NJST, KANSAS AVE, WILLIAMS WAY, and US 77 HWY BYPASS.
- Landmarks:** ACMS Softball Park, Middle School to Poplar Trail, and C STREET CANAL.
- Address Ranges:**
  - NDST: 1332, 1326, 1318, 1312, 1306, 1226, 1220, 1214, 1221.
  - NFST: 701, 705, 709, 713, 717, 721, 725.
  - PEACHST: 702, 710, 714, 718, 722, 726.
  - PEARST: 701, 705, 709, 713, 717, 721, 725.
  - NJST: 901, 903, 905, 907, 1001, 1125, 1110, 1116, 1130.
- Other Labels:** 1076.2, 1075, 1075.4, 1074, 1073, 34S04E7N, 722, 806, 832, 807, 1001, 1125, 1110, 1116, 1130.

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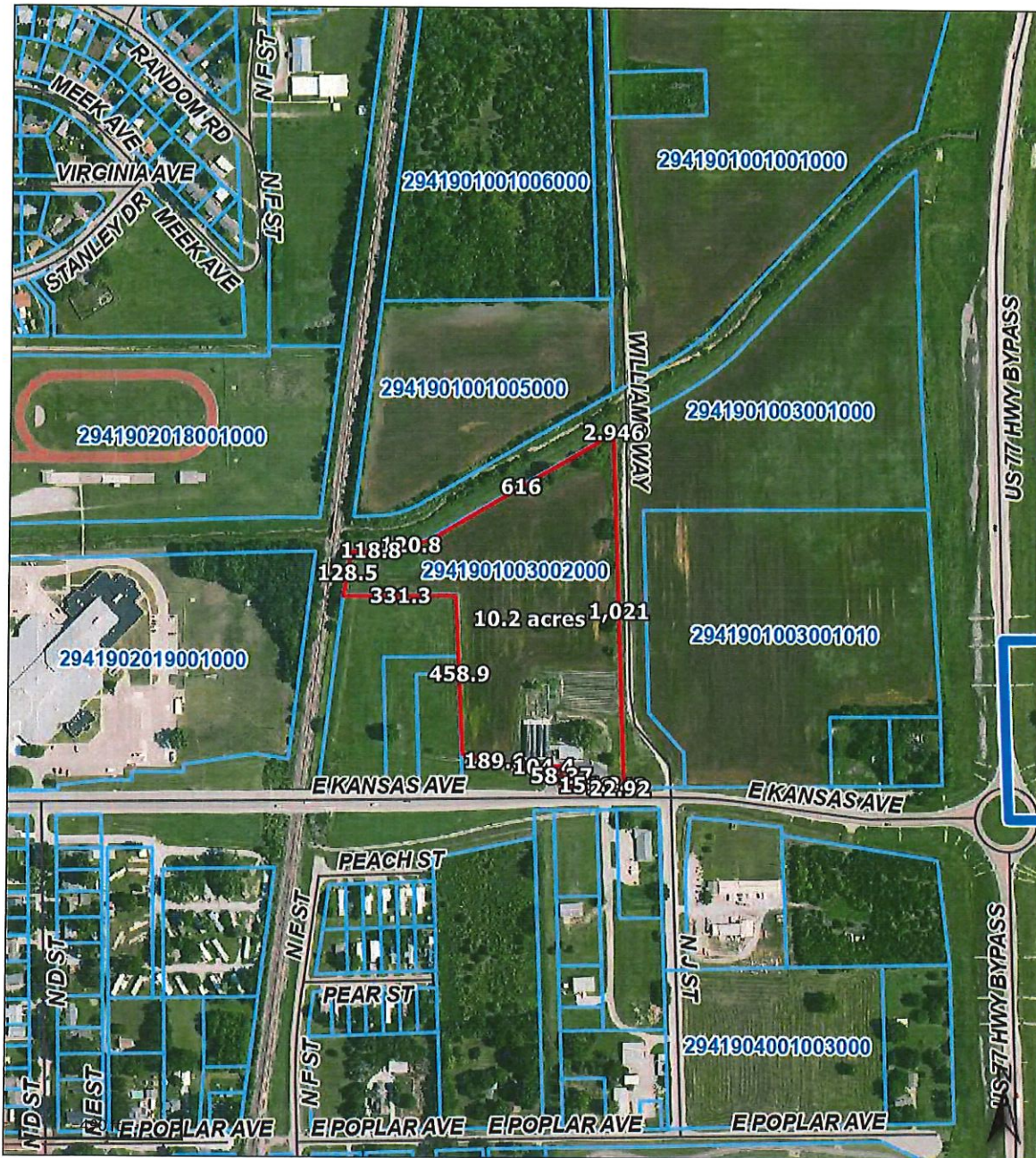


All Kansas PSAPs, NG911 Coordinating Council, DASC, City of Arkansas City, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

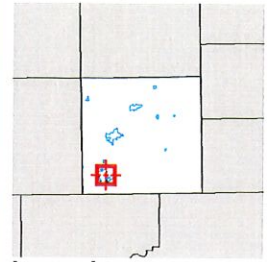
Base Flood Approximate Elevations developed by Kansas Department of

Copyright 2014





Overview



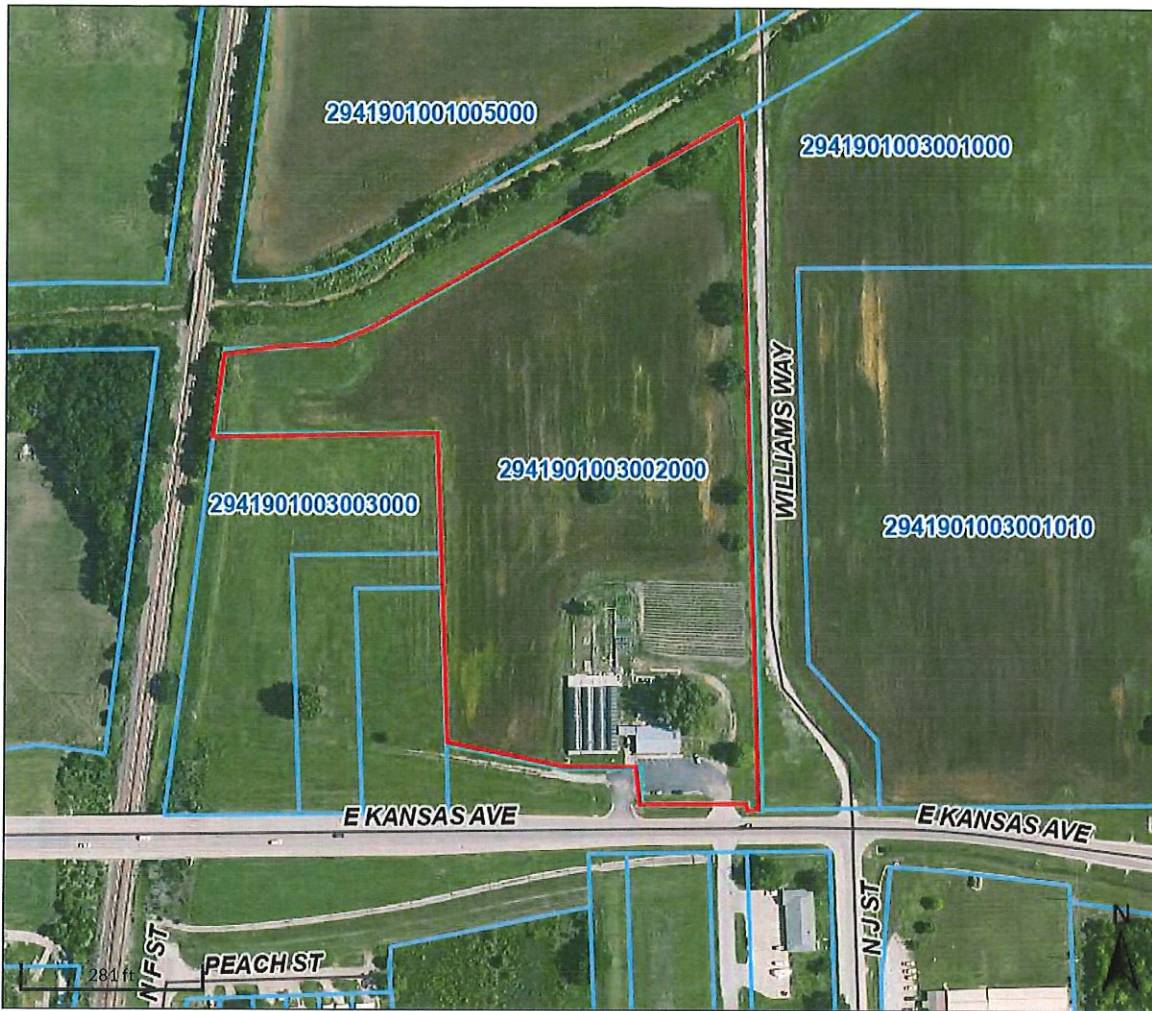
Legend

- Parcels
- Corporate Limits
- Roads

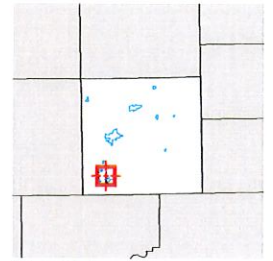
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GEOSPATIAL





Overview



Legend

-  Parcels
-  Corporate Limits
-  Roads

Parcel ID	2941901003002000	Alternate ID	R12829	Owner Address	ARK CITY GREENHOUSE, LLC
Sec/Twp/Rng	19-34-04	Class	Commercial & Industrial		836 E KANSAS AVE
Property Address	700 E KANSAS AVE	Acreage	10.25		ARKANSAS CITY, KS 67005
	Arkansas City				
District	001				
Brief Tax Description	COUNTRY CLUB TRACTS, S19, T34, R04, ACRES 10.25, ALL LTS 6-9 & LTS 5,10 & 12 S OF DITCH & VAC ST ADJ EXC S569 .55 LT 12 LESS ROW SECTION 19 TOWNSHIP 34 RANGE 04				
	(Note: Not to be used on legal documents)				

Date created: 6/25/2025

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Developed by  **SCHNEIDER**  
GEOSPATIAL



## Article 18: Mixed Use District (MU)

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### Sections:

- 18-1 Intent**
- 18-2 Permitted Uses**
- 18-3 Conditional Uses**
- 18-4 Home Occupations**
- 18-5 Accessory Uses**
- 18-6 Height and Yard Regulations; Design Standards**
- 18-7 Sign Regulations**
- 18-8 Parking Regulations**
- 18-9 Minimum Lot Size**

### SECTION 18-1 INTENT

**18-101.** It is the intent of the MU District to encourage a compatible mixed use environment, utilizing the character of a particular area. This district facilitates compatible mixed use activity within a residential neighborhood. The district includes a balance of compatible residential, office, civic, and neighborhood commercial retail/service uses of low to moderate intensity that complement and support neighborhood residential areas and pedestrian usage with quality urban design. The objectives of the district include:

- a. Retention and attraction of businesses, workplaces and residences through adaptive reuse and rehabilitation of existing buildings; and
- b. Redeveloping vacant and under-utilized properties through appropriately scaled in-fill development; and
- c. High quality development and urban design standards that maintain a sense of history, human scale, and pedestrian-orientation.

**18-102. Applicability of Mixed Use Districts.** The MU District shall only be permitted on an area that merits special design considerations, involving a variety of property owners and uses within a developed urban environment. The MU District shall be sufficiently cohesive and substantial to achieve objectives identified in the City's comprehensive plan.

### SECTION 18-2 PERMITTED USES

**18-201.** In the MU District no building, land or premises shall be used and no building or structure shall be hereafter erected or altered unless otherwise provided for in these regulations, except for the following uses:

- a. Any use permitted in the R-2 or R-3 zoning districts.
- b. Any use permitted in the C-1 or C-2 zoning districts.

### SECTION 18-3 CONDITIONAL USES

**18-301.** In the MU District the following uses are allowed upon the issuance of a Conditional Use Permit in accordance with the provisions of Article 26 of these regulations:

- a. Any use allowed as a conditional use in the R-2 or R-3 zoning districts.
- b. Any use allowed as a conditional use in the C-1 or C-2 zoning districts.

### SECTION 18-4 HOME OCCUPATIONS

**18-401.** Regulations relating to home occupations in the MU District shall be the same as those for the R-2 zoning district, as set out in Article 20.

### SECTION 18-5 ACCESSORY USES

**18-501.** Regulations relating to accessory uses in the MU District are set out in Article 20.

## SECTION 18-6 HEIGHT AND YARD REGULATIONS; DESIGN STANDARDS

**18-601.** No building in the MU District shall exceed thirty-five (35) feet in height, except as otherwise provided in Article 20.

**18-602.**

- a. Front yard.
  1. Front yards on arterial and collector streets and unplatted tracts on local streets shall conform with the provisions of Article 20.
  2. There shall be a front yard having a depth of not less than fifteen (15) feet or the established building line as defined in Article 20.
  3. No accessory building shall project beyond the front building setback line of any lot.

**18-603. Side yard.** Except as otherwise provided in Article 20, there shall be a side yard of not less than eight (8) feet on each side of a building.

**18-604. Rear yard.** Except as otherwise required in Article 20, there shall be a rear yard having a depth of not less than fifteen (15) feet or twenty percent (20%) of the depth of the lot, whichever amount is smaller.

**18-605. Design Standards.** All new development, including permitted commercial, office, institutional, residential uses, or combination thereof, or change of uses with exterior modifications shall be consistent with the following applicable design standards:

- a. *Setbacks, massing, and form* – Minimize building setbacks within neighborhood or downtown district settings so as to reflect and align with existing setbacks of buildings on the block or facing block. Massing and form of building shall also be compatible with buildings on block, facing block, or neighborhood.
- b. *Building types* – Permitted building types shall include a rear yard building that occupies the front of its lot at full width, a side yard building that occupies one side of the lot at full depth, or a courtyard building that occupies all or most of the edges of its lot while internally defining one or more private spaces.
- c. *Parking lots* – Parking lots shall not dominate the frontage of pedestrian-oriented and image streets or conflict with pedestrian crossings.
- d. *Facades* – Blank walls in excess of 50 feet shall be avoided. Buildings with multiple storefronts should be unified in character and compatible with any upper floors.
- e. *Outdoor activity* – Buildings should accommodate outdoor activity with balconies, arcades, terraces, decks and courtyards for patrons', residents', or workers' interaction to the extent reasonably feasible.
- f. *Outdoor cafes* – Restaurants should be encouraged to operate outdoor cafes on sidewalks, within buildings setbacks or courtyard provided that pedestrian circulation and access to store entrances is not impaired, the space is well-kept, and street furniture/coverings are compatible with architectural character of the building/block.
- g. *Pedestrian circulation* – Adequate pedestrian circulation must be maintained at all times. Pedestrian linkages between parking lots, alleys, parks, and the street or building fronts shall be provided for within the public right-of-way or by dedicated easement.
- h. *Transition yards and screening* – Where a commercial use abuts a residential use, trees, vegetation, privacy fencing, landscaped earthen berm, or other plantings shall be provided for as a visual buffer that creates spatial separation. Front yard setback areas shall be landscaped. On through lots, the rear yard that is immediately across the street from a residential district shall also require screening.
- i. *Open storage* – Any open storage visible from the street, adjacent to residential uses shall be screened to substantially reduce visual impact by fencing, landscaping, or other appropriate means.
- j. The Zoning Administrator may waive any of the above-listed design standards if he or she determines it to be unnecessary to the scope and nature of the proposed development.



## **SECTION 18-7 SIGN REGULATIONS**

**18-701.** Sign regulations for the MU District are set out in Article 27. '

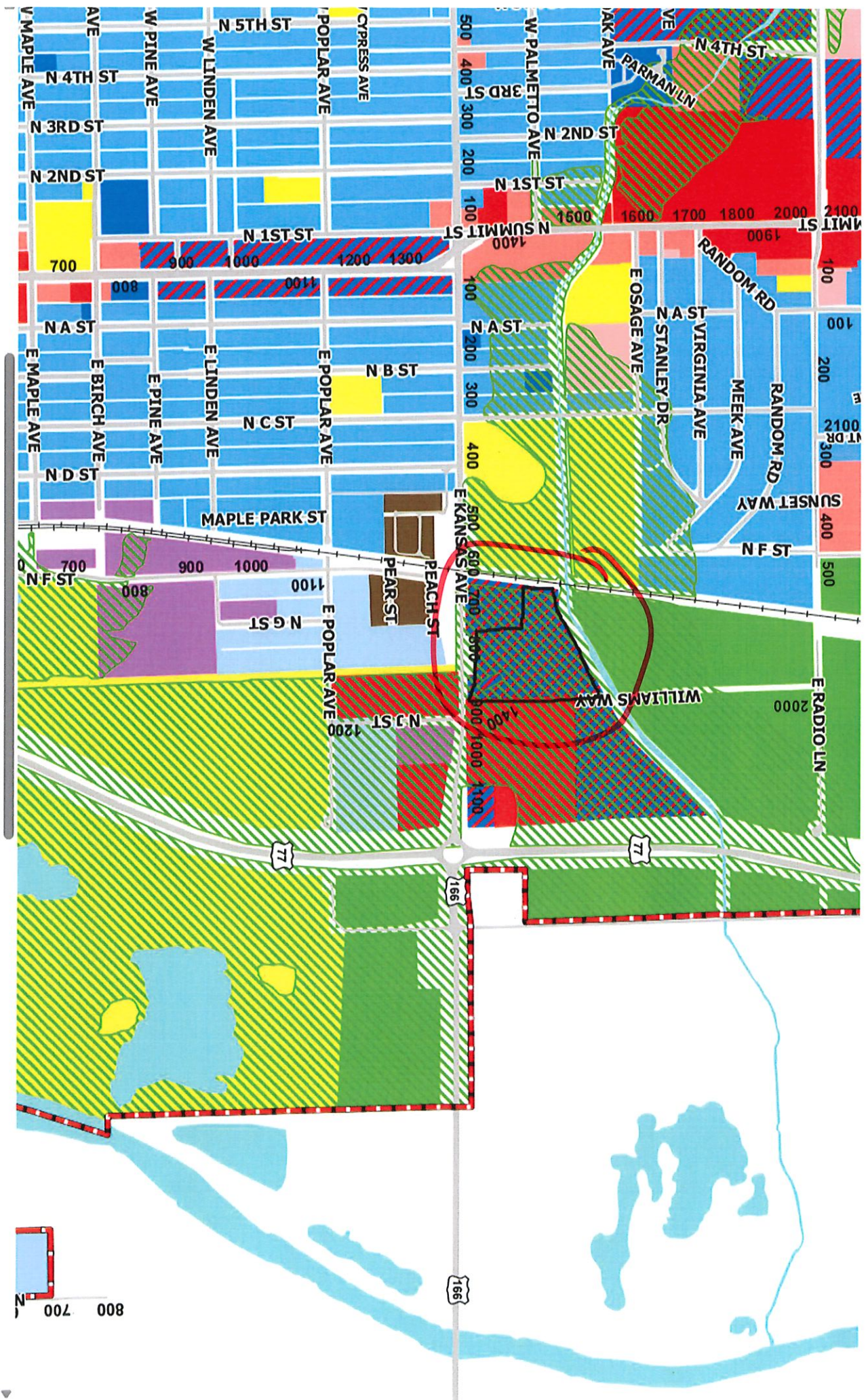
## **SECTION 18-8 PARKING REGULATIONS**

**18-801.** Parking regulations for the MU District are as follows:

- a. Residential dwellings: One space per dwelling unit.
- b. Private clubs, drinking establishments, and restaurants with 50 percent of gross income in food sales: One space per four occupants permitted.
- c. Private clubs, drinking establishments, and restaurants with 50 percent of gross income in alcohol or cereal malt beverage sales: One space per three occupants permitted.
- d. Retail and office uses: One space per 300 square feet of floor area.
- e. All other uses not specified shall be consistent with parking requirements as set out in Article 22.
- f. Minimum off-street parking requirements for uses within the MU District may be exempted by the Zoning Administrator for any change of use or expansion of an existing building provided adequate off-street or on-street parking can be demonstrated, and such exemption does not impose an unreasonable hardship on a residential neighborhood.
- g. A maximum number of off-street parking spaces for a particular use may be imposed by the Zoning Administrator to conserve open space, or to prevent unnecessary demolition of buildings and damage to the historic integrity of a district.

## **SECTION 18-9 MINIMUM DISTRICT SIZE**

**18-901.** No area shall be zoned as MU District, unless it comprises an entire city block or three (3) acres, whichever is the lesser.







## 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.

Authentisign  
 06/27/25  
 Licensee

**Mark Sudduth**  
 Supervising/branch broker

**Sudduth Realty Inc.**  
 Real estate company name approved by the commission  
 06/30/25  
 Buyer/Seller Acknowledgement (not required)