

PROPERTY INFORMATION PACKET

THE DETAILS



**30.35 +/- AC at SW Corner of 111th St & Hydraulic
Mulvane, KS 67110**

AUCTION: Thursday, October 18th @ 10:00 AM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



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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. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 557169
Class Land
Property Type Undeveloped Acreage
County Sedgwick
Area 910 - Mulvane
Address 0 SW Corner of E. 111th St S. & Hydraulic Ave
Address 2
City Mulvane
State KS
Zip 67110
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Original Price \$0
Agent Hit Count 1
Client Hit Count 0
Associated Document Count 2
Picture Count 13



GENERAL

Zoning Usage	Agriculture	Sub-Agent Comm	0
Parcel ID	24833-0110000100	Buyer-Broker Comm	3
Number of Acres	30.35	Transact Broker Comm	3
Price Per Acre		Variable Comm	Non-Variable
Lot Size/SqFt	1322046	Virtual Tour Y/N	No
School District	Mulvane School District (USD 263)	Update Date	9/20/2018
Elementary School	Mulvane/Munson		
Middle School	Mulvane		
High School	Mulvane		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	Long legal see tax records.		

DIRECTIONS

Directions KS-53 HWY/E. 119th St S & Hydraulic Ave - North to property. (SW corner of 111th St & Hydraulic.)

FEATURES

SHAPE / LOCATION Irregular	IMPROVEMENTS None	FLOOD INSURANCE Required	LOCKBOX None
TOPOGRAPHIC Level Stream/River Treeline	OUTBUILDINGS None	SALE OPTIONS Other/See Remarks	AGENT TYPE Sellers Agent
PRESENT USAGE Tillable	MISCELLANEOUS FEATURES Mineral Rights Included	EXISTING FINANCING Other/See Remarks	OWNERSHIP Individual
ROAD FRONTAGE Paved County	DOCUMENTS ON FILE Aerial Photos Ground Water Addendum Photographs Soil Test	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
UTILITIES AVAILABLE Electricity		POSSESSION At Closing	BUILDER OPTIONS Open Builder
		SHOWING INSTRUCTIONS Call Showing #	

FINANCIAL

Assumable Y/N	No
General Taxes	\$241.46
General Tax Year	2018
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON OCTOBER 18TH AT 10:00 A.M. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE!!! Offering 30.35 +/- acres of land with creek frontage located on blacktop, close to Haysville and Wichita. Enjoy the serenity of the country with deer and wildlife and also the convenience of nearby amenities. The treeline and creek run across the west edge of the property line with owner access to the creek! 26.7 Acres of the land is currently being farmed by a tenant with corn and will plan to plant wheat. There is a 2/3 1/3 cropshare with the tenant farmer. The land is zoned Rural Residential. Due to the property being in a flood plain, building a home without a basement would be most practical. Mineral rights are included. Here is your chance to own agricultural land right on blacktop with the potential for a residence and further growth. *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. 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 seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. 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 \$5,000.00

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	10/18/2018
Auction Location	Onsite	1 - Open Start Time	9:00 A.M.
Auction Offering	Real Estate Only	1 - Open End Time	10:00 A.M.
Auction Date	10/18/2018	2 - Open for Preview	
Auction Start Time	10:00 A.M.	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	5 P.M. PRIOR BUSINESS DAY	2 - Open End Time	
Buyer Premium Y/N	Yes	3 - Open for Preview	
Premium Amount	0.10	3 - Open/Preview Date	
Earnest Money Y/N	Yes	3 - Open Start Time	
Earnest Amount %/\$	5,000.00	3 - Open End Time	

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 2018 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: See Legal Addresses Below - Mulvane, KS 67110

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒ *AW/GAW*

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

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO ☒ *AW/GAW*

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Albert E. Wharton, Trustee

Owner

9-17-18
Date

JoAnn Wharton, Trustee

Owner

9/17/18
Date

ADDENDUM _____
(Groundwater)

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:
See Legal Addresses Below - Mulvane, KS 67110

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

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

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

W/ facts Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

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

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

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

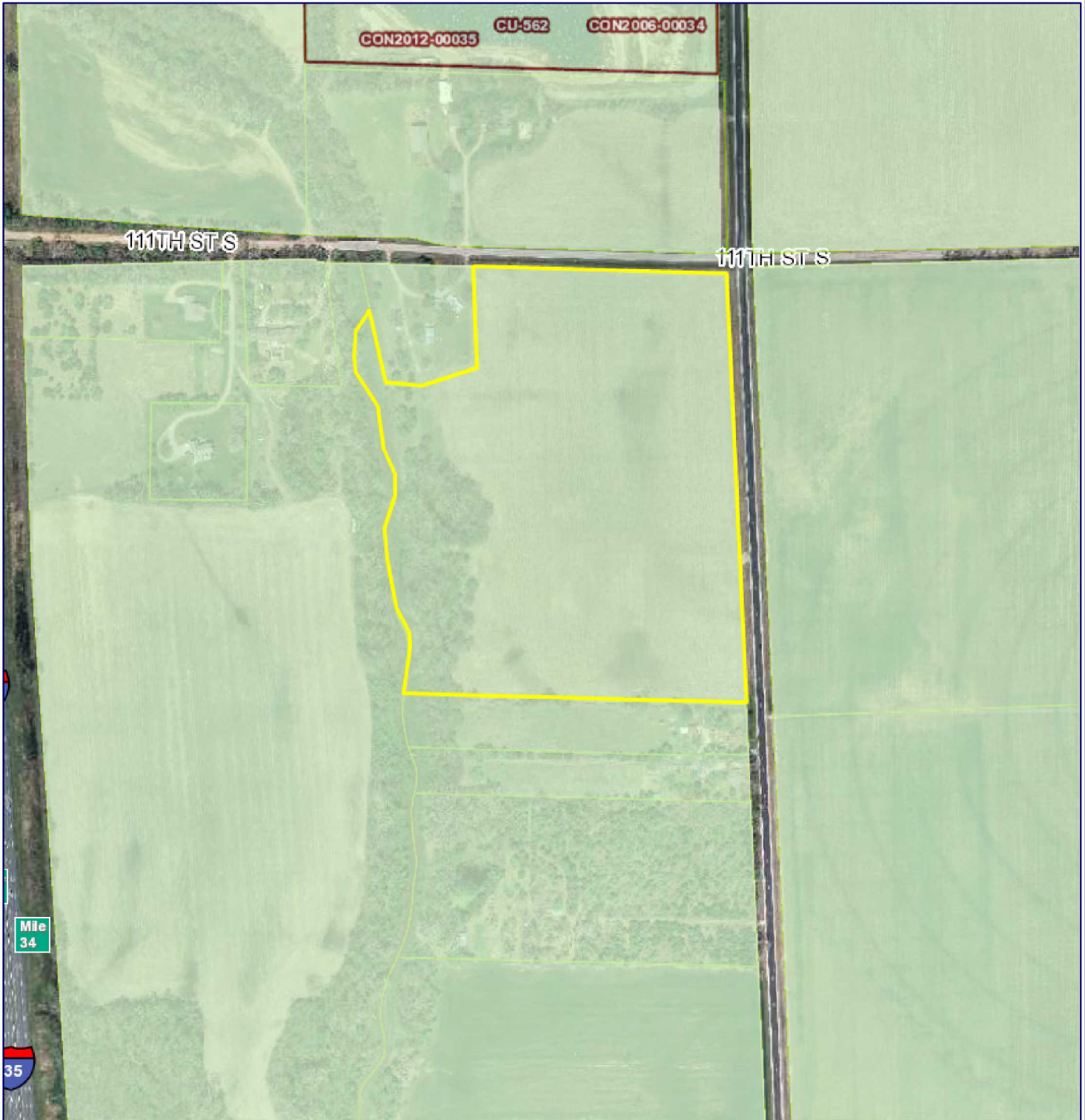
Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

<u>Ann Wharton, Trustee</u>	<u>9-17-18</u>	_____	_____
Seller	Date	Buyer	Date
<u>Ann Wharton Trustee</u>	<u>9/17/18</u>	_____	_____
Seller	Date	Buyer	Date

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30.35 Acres, Mulvane, KS 67110

Zoning - Rural Residential



Geographic Information Services

Sedgwick County...
working for you

Geographic Information Services
Division of Information & Operations

www.sedgwickcounty.org/gis

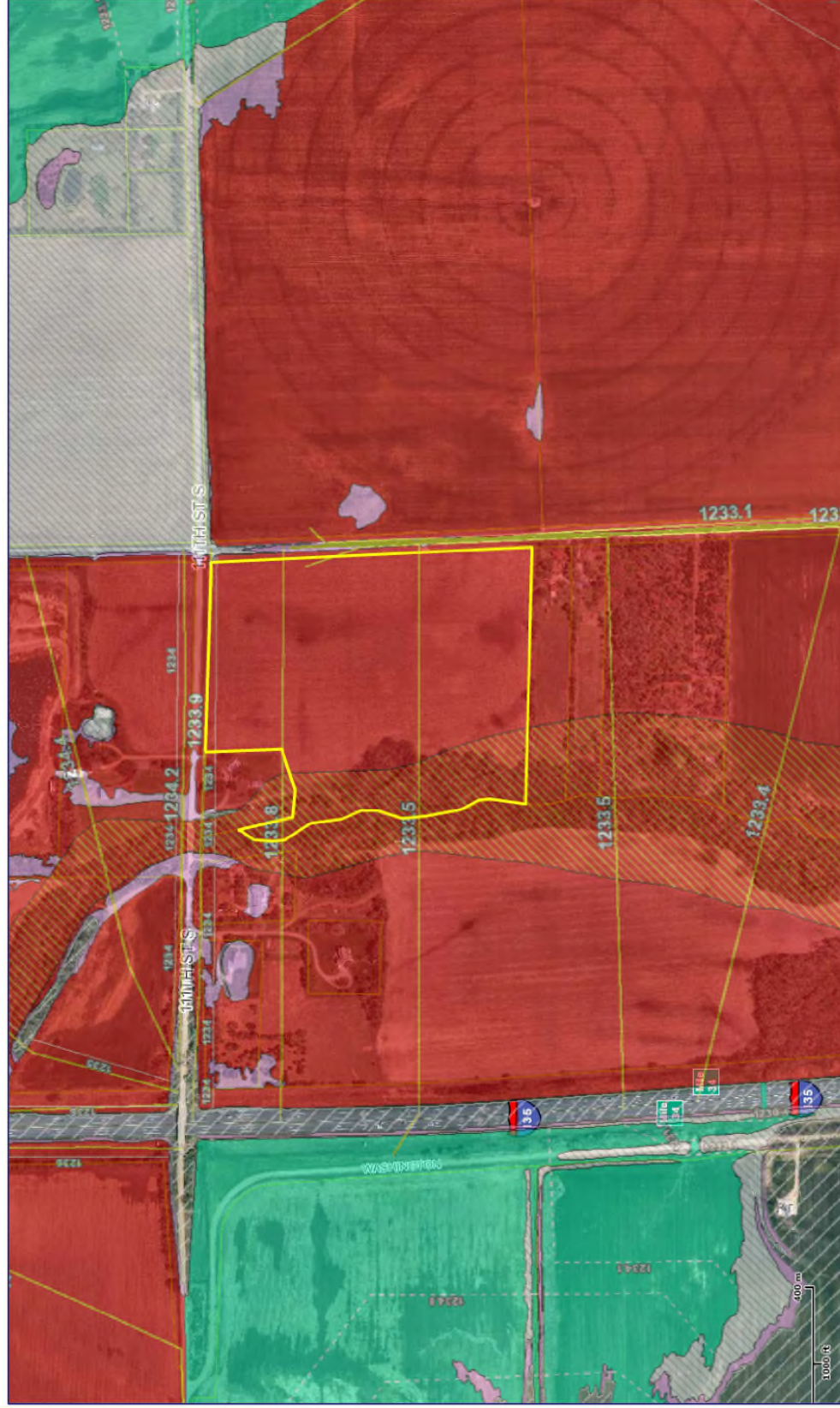
525 N. Main, Suite 212, Wichita, KS 67203

Tel: 316.660.9290 Fax: 316.262.1174

Mon Sep 17 08:19:26 GMT-0500 2018

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30.35 Acres, Mulvane, KS 67110 Flood Zone



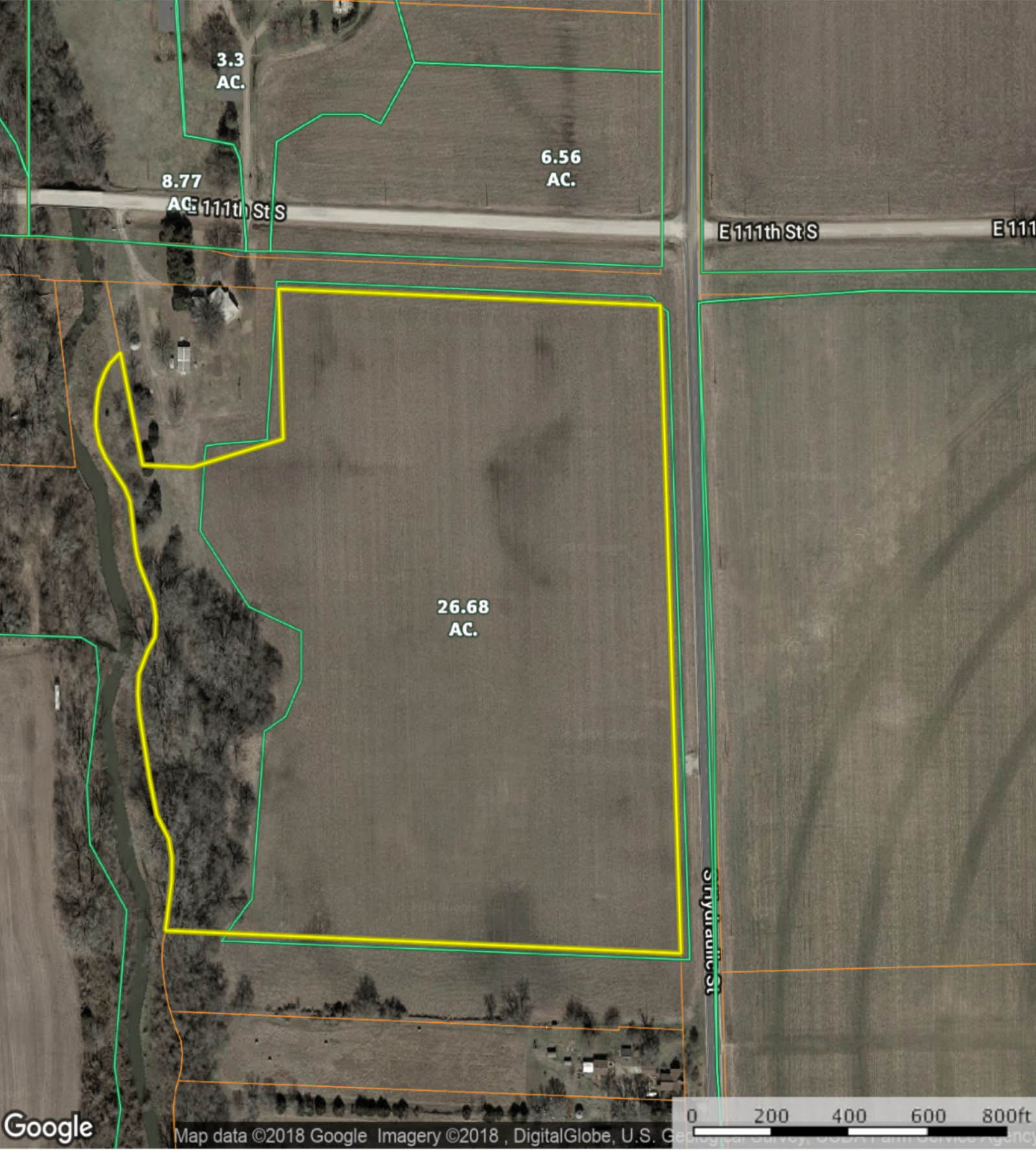
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 Division of Information & Operations
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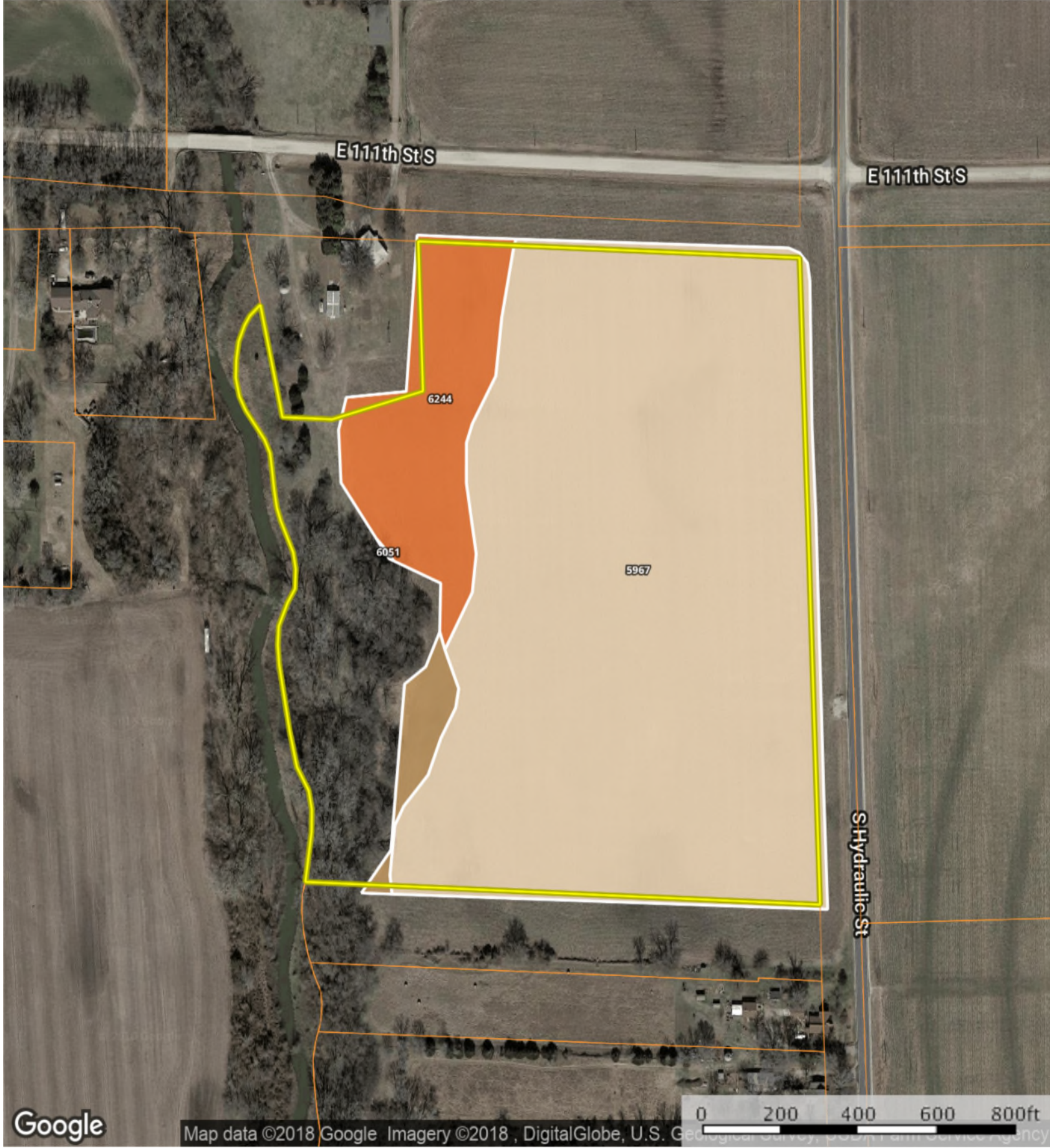
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Mon Sep 17 08:19:26 GMT-0500 2018

Legend	
Flood Plain	
Base Flood Approximate	- -
Base Flood Elevations	—
0.2 Pct Annual Chance	
0.2 PCT Annual Chance Flood Hazard	
A	
AE	
AE, FLOODWAY	
AE, FLOODWAY	
AH	
AO	
X - Area of Special Consideration	
X AREA OF SPECIAL CONSIDERATION	
X	
Area Not Included	



Boundary



Google

Boundary

| Boundary 26.7 ac

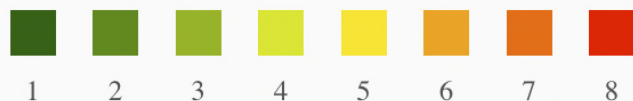
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
6051	Elandco silt loam, frequently flooded	0.6	2.36	5w
6244	Elandco silt loam, rarely flooded	3.5	13.15	-
5967	Tabler silty clay loam, 0 to 1 percent slopes	22.6	84.48	-
TOTALS		26.7	100%	0.12

Capability Legend

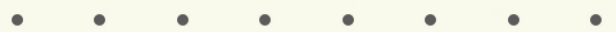
Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

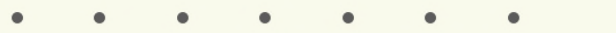
Land, Capability
Class(non-irrigated)



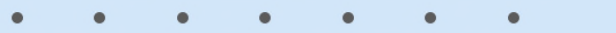
'Wild Life'



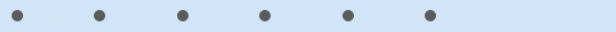
Forestry



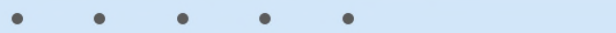
Limited



Moderate



Intense



Limited



Moderate



Intense



Very Intense



Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

30.35 Acres, Mulvane, KS 67110

Aerial



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TERMS AND CONDITIONS

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

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. 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.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. 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.
9. 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.

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

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

