# PROPERTY INFORMATION PACKET | THE DETAILS



# 16660 SW 210<sup>th</sup> St. | Rose Hill, KS 67133

AUCTION: BIDDING OPENS: Tues, August 20th @ 2:00 PM BIDDING CLOSING: Thurs, August 29th @ 2:20 PM



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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 (\$1,500.00 minimum) added to the final bid.

### MLS



Aerial View

MLS# 642108 Status Active

**Contingency Reason** 

**SCKMLS** Area 16660 SW 210th **Address** 

Address 2

City Rose Hill Zip 67133 **Asking Price** \$0 **Original Price** \$0 **Picture Count** 36



















McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600

Rose Hill Public Schools (USD

NONE LISTED ON TAX



# **KEYWORDS**

**AG Bedrooms** 2 **Total Bedrooms** 5.00 **AG Full Baths** 2 **AG Half Baths Total Full Baths** 4 **Total Half Baths Total Baths Garage Size** 

**Basement** Yes - Finished Levels One Story Approximate Age 11 - 20 Years Acreage 10.01 or More

2510 Approx. AGLA AGLA Source Court House Approx. BFA 1792.00 **BFA Source** Court House Approx. TFLA 4,302 Lot Size/SqFt 6,952,176 Number of Acres 159.60

## **GENERAL**

List Agent - Agent Name and Phone

Isaac Klingman

List Office - Office Name and Phone Co-List Office - Office Name and Phone

394)

Rose Hill

**RECORD** 

7/3/2024

Co-List Agent - Agent Name and Phone **Showing Phone** 

888-874-0581 Parcel ID

424-18-0-00-00-002-06-0

Rose Hill

**High School** Rose Hill

S18 . T29 . R03E . ACRES

Legal 159.6, W/2 SE/4; E/2 SW/4

**LESS ROW** 

0%

**Sub-Agent Comm Transact Broker Comm** 3%

Virtual Tour Y/N

**Elementary School** 

**Input Date** 

**Status Date** 

**Display Address** 

7/19/2024 2:51 PM

7/19/2024

Buyer-Broker Comm

Year Built

**School District** 

Middle School

Subdivision

**List Date** 

Variable Comm Non-Variable

Days On Market

**Update Date** 7/19/2024 **Price Date** 7/19/2024

Yes

## **ROOMS**

**Master Bedroom Level** Main **Master Bedroom Flooring** Carpet **Living Room Dimensions** 15x16 Kitchen Level Main Kitchen Flooring Wood Room 2 Type Room 4 Level Main **Room 4 Dimensions** 12x12.8 Room 5 Level **Basement Room 5 Dimensions** 19.3x16.3 Room 6 Level **Basement Room 6 Dimensions** 12.6x16.6 Room 7 Level **Basement Room 7 Dimensions** 11.9x9.3 Room 8 Level Main **Room 8 Dimensions** 10x10 Room 9 Level Basement **Room 9 Dimensions** 18x18 Room 10 Level **Basement** 

Master Bedroom Dimensions 21.7x14.2 Living Room Level Main Living Room Flooring Carpet **Kitchen Dimensions** 19x21

Room 1 Type Room 3 Type

Room 4 Type Bedroom Room 4 Flooring Carpet Room 5 Type Bedroom Room 5 Flooring Carpet Room 6 Type Bedroom Room 6 Flooring Carpet Room 7 Type Bedroom

Room 7 Flooring Carpet Room 8 Type Dining Room Room 8 Flooring Carpet Room 9 Type Living Room Room 9 Flooring Carpet Family Room Room 10 Type

**ROOMS** 

14.11x30.9 Room 10 Flooring **Room 10 Dimensions** Carpet Room 11 Type Laundry Room 11 Level Main **Room 11 Dimensions** 6.8x6.9 Room 11 Flooring Tile Room 12 Level Room 12 Type **Room 12 Dimensions** Room 12 Flooring

**DIRECTIONS** 

Directions Rose Hill - Silknitter Rd & Rose Hill Rd. - South on Rose Hill Rd./SW Butler Rd., West on SW 210th to property

**FEATURES** 

ARCHITECTURE

Traditional

**EXTERIOR CONSTRUCTION** 

Frame w/Less than 50% Mas Masonry-Brick

Masonry-Stone

ROOF

Composition

LOT DESCRIPTION

Pond/Lake River/Creek

Wooded

Waterfront w/Access

**FRONTAGE** 

Paved Frontage **EXTERIOR AMENITIES** 

Covered Patio

Covered Deck

Dock

Fence-Wrought Iron/Alum

Guttering

Horses Allowed Irrigation Pump

Irrigation Well Security Light Sidewalks

Sprinkler System

Storage Building(s) Storm Windows/Ins Glass

Outbuildings **GARAGE** 

Attached Detached

Oversized

**FLOOD INSURANCE** 

Unknown UTILITIES Septic

Rural Water

**BASEMENT / FOUNDATION** 

Full

Walk Out At Grade

View Out

**BASEMENT FINISH** 

3 Bedroom

Bsmt Rec/Family Room

**Bsmt Office Bsmt Wet Bar Bsmt Storage** 2 Baths

**Bsmt Living Room** 

COOLING Central **Electric** Geothermal **HEATING** 

Electric Geothermal **DINING AREA** 

Eating Bar Eating Space in Kitchen

Formal **FIREPLACE** 

Three+ Living Room

Family Room Rec Room/Den

Electric

**KITCHEN FEATURES** 

Eating Bar Island Pantry Range Hood Electric Hookup

**Granite Counters** 

**APPLIANCES** 

Dishwasher Disposal Microwave

Refrigerator Range/Oven

Trash Compactor MASTER BEDROOM

Master Bdrm on Main Level Master Bedroom Bath Sep. Tub/Shower/Mstr Bdrm

Two Sinks

AG OTHER ROOMS

Family Room-Main Level

Foyer Mud Room **LAUNDRY** 

Main Floor Separate Room 220-Electric

**INTERIOR AMENITIES** 

Ceiling Fan(s) Closet-Walk-In Hardwood Floors Humidifier Vaulted Ceiling

Wet Bar

Window Coverings-Part Wired for Surround Sound

**POSSESSION** At Closina

PROPOSED FINANCING

Other/See Remarks

**WARRANTY** 

No Warranty Provided

**OWNERSHIP** Individual

PROPERTY CONDITION REPORT

Yes

**DOCUMENTS ON FILE** Additional Photos

Other/See Remarks

**SHOWING INSTRUCTIONS** Appt Req-Call Showing #

**LOCKBOX SCKMLS** 

**TYPE OF LISTING** Excl Right w/o Reserve

**AGENT TYPE** Sellers Agent

**FINANCIAL** 

Assumable Y/N No Currently Rented Y/N No

**Rental Amount** 

**General Property Taxes** \$0.00 2023 **General Tax Year Yearly Specials** \$0.00 \$0.00 **Total Specials** 

HOA Y/N

Yearly HOA Dues **HOA Initiation Fee** 

Home Warranty Purchased Unknown Earnest \$ Deposited With Security 1st Title

No

### **PUBLIC REMARKS**

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, August 20th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday , August 29th, 2024 at 2 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 ESTATE!! RX Ranch: A Masterpiece of Luxury and Natural Splendor! Nestled within a breathtaking 145+/- acre estate, RX Ranch stands as a testament to exquisite craftsmanship and thoughtful design. This builder's own custom home offers an unparalleled living experience, harmoniously blending luxury with the serene beauty of its surroundings. As you approach the property, a paved driveway meanders between two picturesque ponds, setting the stage for the grandeur that awaits. Elegant pipe fencing graces the front of the property, leading to the home's striking façade, punctuated by a custom wooden round-top entry door that beckons you inside. Upon entering, you're greeted by a living room that showcases nature's beauty through expansive windows, offering panoramic views of the property's crown jewel - a stunning 15+ acre lake. The adjacent formal dining room provides an elegant setting for entertaining, while the gourmet kitchen is a culinary enthusiast's dream. Here, hardwood floors extend beneath your feet, complemented by gleaming granite countertops, a substantial island with a built-in sink, and top-of-the-line stainless steel appliances. Custom cabinetry and an inviting eat -in area complete this chef's paradise. The home's layout is thoughtfully designed for both comfort and privacy. The spacious master suite occupies its own wing, featuring a luxurious bathroom complete with dual vanities, a showstopping copper clawfoot tub, a double walk-in tiled shower, and an expansive walk-in closet. For added convenience, the main level also boasts an additional bedroom with its own bathroom and closet, perfect for guests or family members desiring main floor living. Descend to the lower level to discover a large recreational room with a wet bar serves as the perfect gathering spot, while a private office (easily converted to an additional bedroom) offers a quiet retreat. Two more bedrooms round out this level, with one boasting an en-suite bathroom and walk-in closet, A covered deck extends from the main level, providing a perfect vantage point to admire the lake and surrounding landscape. Below, a walk-out basement patio offers seamless indoor-outdoor flow for entertaining. A 250-yard driving range beckons golf enthusiasts, while wooded areas with mature trees, meandering creeks, and an expansive 15+ acre untouched wildlife area provide endless opportunities for exploration and outdoor pursuits. RX Ranch is more than just a home; it's a private resort, a nature preserve, and a legacy property all in one. Perfect for those who appreciate the finer things in life while yearning for a connection to nature, this estate offers a rare opportunity to own a truly exceptional piece of real estate. Features: 145+/- acres including a 15+ acre lake and 3 additional ponds Expansive master suite with luxury bathroom Gourmet kitchen 250-yard driving range and fire pit 400-amp electrical service Geothermal HVAC system Andersen windows \*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 \$1

# **AUCTION**

Type of Auction Sale Reserve **Method of Auction** Online Only **Auction Location** mccurdy.com **Auction Offering** Real Estate Only **Auction Date** 8/20/2024 **Auction Start Time** 2pm **Broker Registration Reg** Yes **Buyer Premium Y/N** Yes **Premium Amount** 0.10 **Earnest Money Y/N** Yes Earnest Amount %/\$ 100,000.00 **Auction End Date** 8/29/2024 **Auction End Time** 2pm

1 - Open for Preview

1 - Open/Preview Date

1 - Open Start Time

1 - Open End Time 2 - Open for Preview

2 - Open/Preview Date

2 - Open Start Time

2 - Open End Time

3 - Open for Preview

3 - Open/Preview Date

3 - Open Start Time

3 - Open End Time

# **TERMS OF SALE**

Terms of Sale See terms and conditions. Tax amount will be determined after a survey completion from Butler County.

### PERSONAL PROPERTY

**Personal Property** 

### **ADDITIONAL PICTURES**





Aerial View







Front Of Structure

Living Room





Kitchen



Bathroom



Office



Kitchen



Bedroom



Back Of Structure



Kitchen



Kitchen



Bathroom



Game Room



Living Room



Bedroom



Garage



Kitchen



Living Room



Bathroom





Living Room



Deck



Aerial View



Kitchen



Bedroom



Walk In Closets



Kitchen



Living Room



Deck



Aerial View







Aerial View

Aerial View

# **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

# Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 16660 SW 210th St - Rose Hill, KS 67133

		and the second s						
Seller:	DAN	AND	BARBARA	REXROAT	Date of Purchase:	BUILT	2010	

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

2	APPLIANCES							ELECTRICAL					
3			TRANSFERS						TRANSFERS		******		
		<u>r</u>	то	BUY	ER			-L	ТО	BUY	ER		
4	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.	None	Does Not Transfer	Working	Not Working	Don't Know	Indicate the condition of the following items by marking only one appropriate box.	
5	[]	[]	M	[]	[]	Disposal	[]	[]	M	[]	[]	Smoke/Fire Detectors	
6	[]	[]	A	[]	[]	Dishwasher	[]	[]	X	[]	[]	Light Fixtures	
7	[]	[]	M	[]	[]	Oven	[]	[]	14	[]	[]	Switches/Outlets	
8	[]	[]	M	[]	[]	Range (Circle One) Gas Electric	[]	[]	M	[]	[]	Ceiling Fan(s)	
9	[]	[]	M	[]	[]	Microwave	[]	[]	M	[]	[]	Bathroom Vent Fan(s)	
10						Built in (Circle One) (ES) NO	[]	[]	X	[]	[]	Telephone Wiring/Blocks/Jacks	
11	[]	[]	M	[]	[]	Range Hood	[]	[]	X	[]	[]	Door Bell	
12						Vented Outside (Circle One) (YES) NO	M	[]	[]	[]	[]	Intercom	
13	[]	[]	M	[]	[]	Kitchen Refrigerator	[]	[]	M	[]	[]	Garage Door Opener	
14	[]	M	[]	[]	[]	Clothes Washer	4	# of F	emot	es:_	2_	Keypad Entry: (Circle One) (FES) NO	
15	[]	M	[]	[]	[]	Clothes Dryer	M	[]	[]	[]	[]	Aluminum Wiring	
16	[]	[]	M	[]	[]	Trash Compactor	[]	[]	X	[]	[]	Copper Wiring	
17	[]	[]	M-	[]	[]	Central Vacuum (KITCHEN ONLY)	X	[]	[]	[]	[]	220 Volt	
18	M	[]	[]	[]	[]	Exterior Attached Gas Grill			40	00	[]	Service Panel Total Amps	
19	[]	[]	K	[]		Other: WINE LADLER	M	[]	[]	[]	[]	Solar Equipment - (Circle One) Own Rent/Lease	
20	[]	[]	M	[]	[]	Other: BSMT FRIDGE						Company	
21	[]	[]	[]	[]	[]	Other:	M	[]	[]	[]	[]	Wind - (Circle One) Own Rent/Lease	
22	[]	[]	[]	[]	[]	Other:	M	[]	[]	[]	[]	Hydroelectric - (Circle One) Own Rent/Lease	
23	Com	ment	s:	1000			M	[]	[]	[]	[]	Security System - (Circle One) Own Rent/Lease	
24												Company	
25							[]	[]	M	[]	[]	Audio/Video Surveillance System	

26

27	WATER/SEWAGE SYSTEMS (See Part II Also)						HEATING & COOLING SYSTEMS					
28			TRA	NSFE	RS				TRA	NSFE	RS	
20	H	Does Not Transfer		BUYE				Does Not Transfer	1,000	BUYE		
	a)	rans	g B	ķi	MOL	Indicate the condition of the	a)	ran	ng	έ	Don't Know	Indicate the condition of the
29	None	ot T	Working	Wor	't Kı	following items by marking only	None	ot T	Working	Wor	t K	following items by marking only
^	_	N Si	>	Not Working	Don't Know	one appropriate box.	_	N SS	3	Not Working	Don	one appropriate box.
		Doe		2				Doe		_		
30	[]	[]	M	[]	[]	Sewage Systems	[]	[]	M	[]	[]	Cooling System
31	[]	[]	X	[]	[]	Sump Pump	6	Ton	GE	20	[]	Туре
32	M	[]	[]	[]	[]	Backup Sump Pump/Battery		14	1		[]	Age
33	[]	[]	M	[]	[]	Plumbing	[]	[]	[]	[]	[]	Heating System
34	ma	No	BLO	CH	[]	Туре	6	TON	60	0	[]	Туре
35	[]	[]	M	[]	[]	Water Heater (Circle One) Elect Gas		1	7		[]	Age
36	15	Ye	epas		[]	Size & Age 80 841	M	[]	[]	[]	[]	Window/Wall Air Conditioning Units
37	M	[]	[]	[]	[]	Instant Hot Water	M	[]	[]	[]	[]	Electronic Air Filter
38	A	[]	[]	[]	[]	Water Softener	[]	[]	M	[]	[]	Humidifier
39						(Circle One) Own Rent/Lease	[]	[]	X	[]	[]	Fireplace
40		-				Company	X	[]	[]	[]	[]	Fireplace Insert
41	M	[]	[]	[]	[]	Water Purifier/Reverse Osmosis	M	(E) (876)	[]	[]	[]	Wood burning Stove
42	[]	[]	M	[]	[]	Underground Sprinkler System		ne	ver		[]	Chimney/Flue - Date Last Cleaned
43					[]	Backflow Device (Circle One) YES NO	14	[]	[]	[]	[]	Gas Log Lighter
44	[ ] Date Last Tested or Inspected						M		[]	[]	[]	Whole House Attic Fan
45						Pool Equipment	M	-[]	[]	[]	[]	Solar Equipment - (Circle One) Own Rent/Lease
46	X	[]	[]	[]	[]	Hot Tub/Spa						Company
47	Com	ment	s:				[]	[]	DX.			Geothermal
48							PP	OPA	los			Propane Tank - (Circle One) Own Rent/Lease Company
49								men		- September 1 4	61 11	Company
50 51		- Allen		k	25,00	MEDIA	COII	imen				
21	TRANSFERS											
52				BUYE								
53		<u></u>								A, Lot Vision		
54		Does Not Transfer	þΩ	ing	MC.	Indicate the condition of the				An	y A	dditional Comments For Part I:
55	None	t Tra	Working	Not Working	Don't Know	following items by marking only						
56	ž	s No	Wo	ot V	on't	one appropriate box.						
57		Doe		Z								
58	[]	M	[]	[]	[]	Satellite Dish						-
59	[]	[]	[]	[]	[]	# of Rcvrs/Remotes						
60	M	[]	[]	[]	[]	Attached Antennaes						
61	[]	[]	M	[]	[]	Cable TV Wiring/Jacks						
62	[]	[]	M	[]	[]	Attached Television Mount(s)						
63	KI	[]	[]	[]	[]	Projector(s)						
64	MÎ	[]	[]	[]	[]	Projector Screen(s)						
65	[]	[]	M	[]	[]	Surround Sound Speakers						
66	[]	[]	M	[]	[]	Wired for Surround Sound						
67	Com	ment	ts:									
68		= 11/m =										
69	RE	EASE	DATE	4/202	2 (R	ev 11/21) SELLER'S INITIALS:	2	2	Pg 2 c	of 7	В	UYER'S INITIALS: #1004

# **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 renain

YES	NO	DON'T KNOW	SECTION 1
[]	M	KNOW	STRUCTURAL FOUNDATION/WALLS
LJ	M	l J	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
[]	M		Are there any structural engineer's report(s) available?
. ,	1		If VCC Data of Danast
			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)
[]	M	[]	Movement, shifting, deterioration or other problems with walls or foundation?
[]	W	[]	Cracks or flaws in the walls, floors or foundation?
	SI	[]	Problems with driveways, walkways, patios, retaining walls, party walls?
[]	M	[]	Problems with operation of windows or doors, or broken seals?
[]	M		Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
[]	M		And the second of the second o
M			Is there insulation in the walls?  Date: (If YES, explain below and attach copy.
[]	M	/2/2	Is there insulation in the floors?
Addit	THE STATE OF THE PARTY OF THE P	Commer	
		DON'T	CECTION 2
YES	NOI	KNOW	SECTION 2
			ROOF/INSULATION
	- 4		Age: WILL BE NEW Type: Impact Resistant ASHALT
[]	M	[]	To your knowledge, are there any [ ] PAST PRESENT roof leaks? (Mark One)
r 1	r 2		If any, identify details below.
[]	LJ		During your ownership, has the roof ever been REPLACED? [] REPAIRED? (Mark One)
f 1	sc.A		If YES, Date: (Identify details below.)
	13		Are there any transferable warranties? Date: (If YES, explain below and attach copy.)
	K	[]	Do you know of any problems with chimneys or chases? (If YES, explain below.)
64 1			Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
	l J ional	Comment	Is there insulation in the ceiling/attic?
taaitit	Ollai	Commen	15.
26 49		TUOD	
/Ecl .	NO	DON'T	SECTION 3
E2		KNOW	MOLD/MILDEW
ccord	ding t	to the EP	4, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked
occord	oat tr	irougn oi	itdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or
occord	oat tr	irougn oi	atdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or may cause allergic reactions in sensitive individuals.
nd flo	ing m	old spore	atdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or es may cause allergic reactions in sensitive individuals.  To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
ouchi	ing m	old spore	artdoor and Indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or es 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?
Accordand floor	ing m	old spore	Any problems created by mold or mildew for occupants of the structure during your ownership?
accord and flo ouchi	ing m	old spore	Any problems created by mold or mildew for occupants of the structure during your ownership?  Have you had any inspections for mold or mildew?  Inhaling or series and on surfaces that are wet. Inhaling or est 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:
Accordand flo	ing m	old spore	Any problems created by mold or mildew for occupants of the structure during your ownership?  Have you had any inspections for mold or mildew?  Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
Accordant floor	ing m	old spore	Any problems created by mold or mildew for occupants of the structure during your ownership?  Have you had any inspections for mold or mildew?  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?
Accordant floor	ing m	old spore	Any problems created by mold or mildew for occupants of the structure during your ownership?  Have you had any inspections for mold or mildew?  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?
Accordant floor	ing m	old spore	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:

RELEASE DATE 4/2022 (Rev 11/21)

SELLER'S INITIALS:

Pg 3 of 7

BUYER'S INITIALS:\_\_\_\_

#1004

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

126				of the their explanation, including any and all repair reports.
126	YES	s NO	DON'T	SECTION 4
127	76.		KNOW	WATER/SEWAGE SYSTEMS
128		M		Is the property connected to City Water?
129	M			Is the property connected to Rural Water? If YES, Transfer Fee: UNKNOWN District: #2
130	IJ	[]		Is the property connected to any private water systems? (Mark all that apply.)
131	M	٠, ٩		Drinking Well Irrigation Well Geo-Thermal Well
132	M	1000000	8 8	Working: Type: TKK 647100 Location: NE of Home Depth: 60
133 134	M	9 1550000	5.5	working? Type: Ges Location: 58 of Home Depth: 60'
135	[]		70	Working? Type: Location: Depth:
136	[]	X	[]	Has the water in any wells shown test results of contamination? (If YES, explain below.)
- 1		X		Is the property connected to a public sewer system?  If shared lagoon/septic system, explain below.
.38	X	IJ		is the property connected to a septic system?  Date Last Pumped:
39				Tank Size: 2 - 1000 Sal Location: West of Home
	[]	sch		# feet laterals: # Feet infiltrators: 2 400 Location: WCST
		K		Is the property connected to a lagoon system?  Location:
	[]	M	L J	Is the property connected to some other type of waste disposal system? (If YES, explain below.)
	[]	X	L J I	nas the main waste disposal line ever been snaked or scoped?
	۷۹۹: []	M	[]	To your knowledge, is there any problem relating to the waste disposal system?
	-uai	uonal	l Commen	S:
15				
16			DON'T	SECTION 5
47 Y	YES	NO	KNOW	
18	_			WATER INTRUSION/LEAKS
	[]	M	[] A	To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
	[]	X		Any water leakage in or around the fireplace or chimney?
	[]	M		Any water leakage around (If YES, mark all that apply.) [ ] WINDOWS [ ] SKYLIGHTS [ ] DOORS?
	[]	N		Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.? Any leaks caused by appliances?
	[]	X		
64	[]	14		ny leaks from any condensation drain lines, humidifier, dehumidifier, etc.?
55	[]	M		any water leakage into (If YES, mark all that apply.) [ ] BASEMENT [ ] CRAWL SPACE
	[] []	[]		uny accumulation of water within the basement/crawl space?  Location(s): Fully Acc. Ream
7		[]		weight Tiles (MANG)
9	ddit	ional	Comments	rain files (If YES, mark all that apply.)  [INTERIOR EXTERIOR]
9				
0				
	fwi s		75 A	
1 V	ES	NO	DON'T	SECTION 6
2		1	KNOW	PEST, WOOD INFESTATION & DRY ROT
3 [	]	M	[] D	o you have any knowledge of the following items on/affecting the property? (Mark all that apply.)
1				
]	] `	M	[ ] Ai	ny knowledge of any damage to the property caused by the following items? (Mark all that apply.)
			200 200	
]	] ;	M I	Ha	ave there been any repairs of such damage? (If YES, explain below.)
1	] ]	M	Is	the property currently under a termite warranty or other coverage by a licensed pest control company?
				Company:
]	] ]	M	Ar	Tompany: Warranty Expiration Date:  ny wood destroying insects control reports in the last 5 years? (If YES, explain below.)
]		M	Ar	ny professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)
] [		M	Ar	by <b>pest</b> control reports in the last 5 years? (If YES, explain below.)
]		X	An	by professional <b>pest</b> control treatments in the last 5 years? (If YES, explain below.)
Ad	lditio	onal C	comments:	(ii res, explain below.)
				Rev 11/21) SELLER'S INITIALS Pg 4 of 7 PHYED'S INITIALS.

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#1004

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 renain

181			DON'T	SECTION 7
182	YES	NO	KNOW	SECTION 7
183	[]	M	[]	L ENVIRONMENTAL CONDITIONS
184	[1]	11	[]	Is the property located in a subdivision with a master drainage plan?
185		K	[]	If YES, is the property in compliance?
186	l i	X	[]	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
187	M	[]	[]	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
188	1			Do mineral rights convey to buyer? If NO, please define:
189	[]	M	[]	Groundwater contamination has been detected in several areas in the State of Kansas.
190	[]	X	[]	Are you aware of groundwater contamination or other environmental concerns?  Any reports or records pertaining to groundwater contamination or other environmental concerns?
191	[]	X		Any reports or records pertaining to groundwater contamination or other environmental concerns?  Are there any diseased or dead trees and shrubs?
192		7.		our knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
193	[]	M	[]	Asbestos (YES or NO Only.)
194	[]	M		Contaminated soil or water (including drinking water)
195	[]	M	[]	Landfill or buried materials
196	[]	X		Lead-based paint (If YES, attach disclosure.)
197	[]	M	[]	Radon gas in house or well Has a mitigation system been installed? (Mark One) [ ] YES [ ] NO
198	[]	X	[]	Methane Gas
199	[]	M	[]	Oil sheers in wet areas
200	[]	H	[]	Radioactive material
201	[]	M	[]	Toxic material disposal (solvents, chemicals, etc.)
202		KA.	[]	Underground fuel or chemical storage tanks
203		水		EMFs (Electro Magnetic Fields)
204		M	[]	Urea formaldehyde foam insulation (UFFI)
205	0.6			Other:
206 207	[],	M	[] /	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment
208	[1]	M		area in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
209	Comm	M ents:	[] 7	To your knowledge, are any of the above conditions present <b>near</b> your property?
210	-	erres.		
211				
212	YES N		T'NOC	SECTION 8
213		K	NOW	BOUNDARIES/LAND
214	NI	]	[] +	lave you had a survey of the property? (If YES, attach copy if available.)
215	[][	]	A	Are the boundaries of your property marked in any way?
216		]	[] Is	s there any fencing on the boundaries of the property?
217	M [	]		Does fencing belong to the property? If YES, which sides?
218 219	[]	4	[] A	tre there any features of the property shared in common with adjoining landowners, such as walls, forces, roads, drivers, 2
			(1	t VES explain below \
	[] %	B		If YES, explain below.)
220		4	[]	Is the property owner responsible for maintenance of any such shared feature(s)?
220 221			[] [] To	Is the property owner responsible for maintenance of any such shared feature(s)? o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
220 221 222	1 [] 1 <b>M</b>	1	[] [] To	Is the property owner responsible for maintenance of any such shared feature(s)? o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? o your knowledge, is any portion of the property located in a federally designated flood plain?
220 221 222 223			[] [] To	Is the property owner responsible for maintenance of any such shared feature(s)? o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? o 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?
220 221 222 223 224		1	[] To	Is the property owner responsible for maintenance of any such shared feature(s)? o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? o 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? o your knowledge, is any portion of the property located in a designated wetlands area?
220 221 222 223 224		1	[] To	Is the property owner responsible for maintenance of any such shared feature(s)? o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? o 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? o your knowledge, is any portion of the property located in a designated wetlands area? o you know of any of the following items that have occurred on the property or in the immediate area?
220 221 222 223 224 225		1	[] To	Is the property owner responsible for maintenance of any such shared feature(s)? o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? o 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? o your knowledge, is any portion of the property located in a designated wetlands area? o you know of any of the following items that have occurred on the property or in the immediate area?  (Mark all that apply.)
220 221 222 223 224 225 226		1	[] To	Is the property owner responsible for maintenance of any such shared feature(s)? o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? o 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? o your knowledge, is any portion of the property located in a designated wetlands area? o 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
220 221 222 223 224 225 226 227		1	[] To	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? To 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  [ ] FILL DIRT  [ ] UPHEAVAL
220 221 222 223 224 225 226 227 228		1	[] To	Is the property owner responsible for maintenance of any such shared feature(s)? o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements? o 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? o your knowledge, is any portion of the property located in a designated wetlands area? o 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
220 221 222 223 224 225 226 227 228 229 230		1144	[] To	Is the property owner responsible for maintenance of any such shared feature(s)?  o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?  o 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?  o your knowledge, is any portion of the property located in a designated wetlands area?  o 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  [] FILL DIRT  [] UPHEAVAL  [] SLIDING
220 221 222 223 224 225 226 227 228 229 230		1144	[] To	Is the property owner responsible for maintenance of any such shared feature(s)?  o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?  o 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?  o your knowledge, is any portion of the property located in a designated wetlands area?  o 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  [] FILL DIRT  [] UPHEAVAL  [] SLIDING
220 221 222 223 224 225 226 227 228 229 230 231		1144	[] To	Is the property owner responsible for maintenance of any such shared feature(s)?  o your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?  o 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?  o your knowledge, is any portion of the property located in a designated wetlands area?  o 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

BUYER'S INITIALS:\_

#1004

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.

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		DON'T	SECTION 9
YES	NO	KNOW	SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
			The law requires that the Seller disclose the existence of special assessments against a property
[]	M	[]	Any current/pending bonds, assessments, or special taxes that apply to property?
[]	M	[]	The property may be subject to special assessments or is located in an improvement district?
			(Refer to relevant tax disclosure - Mark One).
[]	M	[]	[ ] Owner [ ] County [ ] Public Record [ ] Other:
LJ	£ 7	[]	Is the property subject to rules or regulations of an active Homeowner's Association?  Annual Dues?
		[]	Annual Dues? Initiation Fee? Homeowner's Association contact information:
[]	M	[]	Is the property subject to a right of first refusal?
[]	N	[]	, , , , , , , , , , , , , , , , , , ,
	- 4		Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
	M	[]	Any violations of such covenants and restrictions?
OHII	ments	i:	
/ES		DON'T	SECTION 10
13	NO	KNOW	MISCELLANEOUS
	M	[]	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to
			the property without obtaining required permits?
	M	[]	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
-48	<b>M</b>	[]	
]	[]	[]	Have there been any insurance claims during the seller's ownership?
1	[]	[]	Is there any unrepaired damage due to bail storm wind fine it.
	K	[]	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?
] '	$M_{\perp}$	[]	Is there any damage due to pets, interior/exterior, including, but not limited to odors stains ato 2
术	[]		Do all window and door treatments remain? If NO, please list:
ے			Does any other personal property remain? If YES, please list:
4	LJ		McCurdy has list
]	[X] _	[]	Does the property contain any of the following? (Mark all that apply.)
	[]	[]	Swimming Pool Spa Hot Tub Sauna Switzer Footure
] [	[]	[]	If YES, are either of the following heated? [] Swimming Pool [] Spa If yes, type of heat?
]	Q	[]	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?  Explain:
1	A	[]	Is the property in a holistic, conservation or special review district, that requires any alterations or improvements to the
			rroperty, be approved by a board or commission?
] {	A	[]	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirabilit of the property?
1	A		Are there any transferable warranties on the property or any of its components?
mm	ents:		en and property of any of its components:
		W/8 (2)	
	lditio	nal Com	ments For Part II:
ıy Ad			
ny Ad			
ny Ad		120	
ny Ad		125	
ny Ad			

# SELLER'S ACKNOWLEDGEMENT

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's 286 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the 287 Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and 288 releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with 289 the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other 290 291 real estate brokers and agents and prospective buyers of the property. YES 292 Seller is occupant: [] 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. 293 7/20/24 SELLER: Barra A. Reprosed 7/20/24
Date 294 295 **BUYER'S ACKNOWLEDGEMENT AND AGREEMENT** 296 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject 297 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by 298 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract 299 300 with the Seller. 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical 301 302 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 303 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 304 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at 305 306 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 307 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be 308 affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential 309 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by 310 311 contacting the Metropolitan Area Planning Department. 312 **BUYER:** 313 Date Date

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### TRANSFERS WITH SALE: **DOES NOT TRANSFER WITH SALE:**

All light fixtures Rugs

All wood blinds Firewood

Copper Tub RX Ranch sign

3 large screen TV's Landscaping yard art (decorations)

50 x 30 shed All outdoor furniture

12 x 16 shed All indoor furniture

**Fencing** Gas grills

Trees Shelving in storage room

Landscaping (except yard art) Shelving in shed

Tee box and golf flags Race car light in shed

Workbench in shed Built in shelves in garage

Built in ironing board Contents of large and small shed

Contents of garage All kitchen appliances (major)

All wet bar appliances Washer/Dryer

Personal contents of closets, shelves, drawers, Flag pole

cabinets

Mailbox

Pool table Floor safe

Prairie Construction transom glass over office Fire pit and chairs

door



# WATER WELL INSPECTION REQUIREMENTS

Property Address: 16660 SW 210th St - Rose Hill, KS 67133

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.

NO
Date
Date
Date
Date



# **AVERAGE MONTHLY UTILITIES**

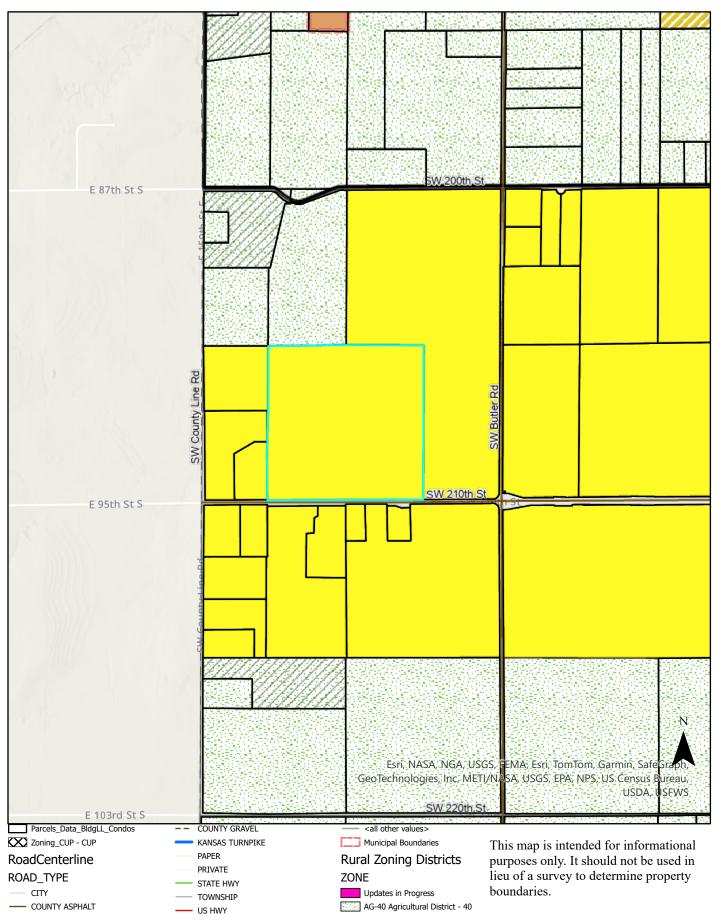
# MISCELLANEOUS INFORMATION

Property Address: _	16660 SW 210th St - F	Rose Hill, K	S 67133	_(the "Real Estate"
Please provid	e below, to the best of your kn	owledge, the req	uested information rela	ted to the Real Estate.
	Utility Provider   Company			12 Month Avg
Electric:			_	
Water & Sewer:	RURAL WATER	DISTRICT	# 2	70.50
Gas   Propane:	PRPANE (e			22,75
If propane, is	stank owned or leased?	Owned	Leased	
	If leased, please provide com	pany name and I	monthly lease amount:	
	PRolone	CENTRAL	and the second s	19,10
Appliances that Tran	nsfer: Refrigerator? Dishwasher? Stove/Oven? Microwave?	Yes No Yes No Yes No Yes No	Washer? Dryer? Other?	Yes No
Homeowners Assoc	iation: Yes No			
Dues Amoun	t:	Yearly	Monthly Quar	terly
Initiation Fee:			S Ne	~
Are there any perma chandelier, etc.)?	nently attached items that v	will not transfer	with the Real Estate (	(e.g. projector,

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.

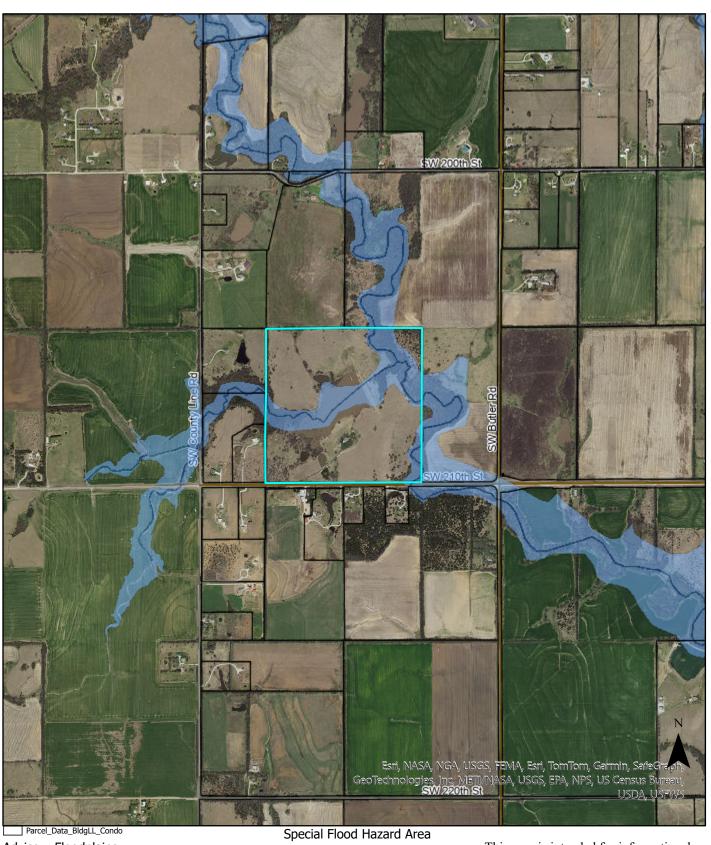


# 16660 SW 210th St., Rose Hill, KS 67133 Zoning Rural Residential





# 16660 SW 210th St., Rose Hill, KS 67133 - Flood



# Advisory Floodplains

0.2% Annual Chance (500-year) Floodplain

1% Annual Chance (100-year) Floodplains with Depths Less than 1 foot

Future 1% Annual Chance (100-year) Floodplain

Levee Failure Inundation Area (100-year)

AC

AH

AE, FLOODWAY

AE

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



# 16660 SW 210th St., Rose Hill, KS 67133 - Aerial





### 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 the 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)







