

<u>Selling Separately:</u> Lots 7, 8, & 12 at Red Oaks Estates Valley Center, KS 67147

AUCTION: BIDDING OPENS: Tues, May 6^{th} @ 2:00 PM BIDDING CLOSING: Thurs, May 15^{th} @ 2:10, 2:15, & 2:20 PM





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GUIDE TO AUCTION COSTS

ALL FIELDS CUSTOMIZABLE



MLS# 654078 Class Land **Property Type** Vacant Lot County Sedgwick Area **SCKMLS** 000 N 127th St E Address

Address 2 Lot 7

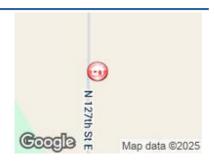
City Valley Center

State KS 67147 Zip **Status** Active

Contingency Reason

Isaac Klingman

Asking Price \$0 For Sale/Auction/For Rent Auction Associated Document Count 0























GENERAL

List Agent - Agent Name and Phone

List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600

Co-List Agent - Agent Name and

Phone

Co-List Office - Office Name and

Phone

Showing Phone 888-874-0581

Zoning Usage Rural

087-016-23-0-22-00-001.00B Parcel ID

Number of Acres 3.60 0.00 **Price Per Acre** Lot Size/SqFt 156816

School District Remington-Whitewater School

District (USD 206)

Elementary School Remington Middle School Remington **High School** Reminaton

Subdivision NONE LISTED ON TAX RECORD Legal Legal TBD with Recording Plat, Red

Oaks Estates Lot 7

4/14/2025 **List Date** Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes

Virtual Tour Y/N

Days On Market 16 **Cumulative DOM** 16

Cumulative DOMLS

4/18/2025 9:32 PM **Input Date**

Update Date 4/18/2025 **Status Date** 4/18/2025 **HotSheet Date** 4/18/2025 **Price Date** 4/18/2025

DIRECTIONS

Directions Greenwich north to 101st then east to 127th and south on 127th to lot

FEATURES

SHAPE / LOCATION Rectangular

TOPOGRAPHIC Leve

PRESENT USAGE

Tillable

ROAD FRONTAGE Dirt

UTILITIES AVAILABLE

Other/See Remarks **IMPROVEMENTS**

None

OUTBUILDINGS

None

MISCELLANEOUS FEATURES

None

Mineral Rights Included No Crops Included **DOCUMENTS ON FILE**

Plat

FLOOD INSURANCE

Unknown

SALE OPTIONS

None

PROPOSED FINANCING

Conventional **POSSESSION** At Closing Tenant Rights

SHOWING INSTRUCTIONS

Call List Agent/Office

LOCKBOX None

AGENT TYPE

Sellers Agent **OWNERSHIP** Corporate

TYPE OF LISTING Excl Right w/o Reserve

BUILDER OPTIONS Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$0.00 **General Tax Year** 2024 **Yearly Specials** \$0.00 **Total Specials** \$2,024.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks ONLINE ONLY AUCTION!!! SELLING REGARDLESS OF PRICE!!! Build your dream home on this generous 3.6-acre parcel in Red Oaks Estates! Enjoy a perfect blend of country tranquility and city convenience. Located on N 127th St E less than half a mile south of paved 101st Street, you'll enjoy quick access to Highways 254 and 135, putting you just 15 minutes from Benton with an easy commute to Greenwich and 21st Street. No HOA, covenants or developer restrictions! This property features electric service at the frontage and provides ample space for your custom home design, outbuildings, and outdoor living spaces. Lot 7 shares a boundary with Lot 8, offering the potential to purchase both for a combined 7.2 acres of privacy and space. Do not miss this fantastic property selling regardless of

AUCTION

Type of Auction Sale Absolute **Method of Auction** Online Only **Auction Location** mccurdy.com **Auction Offering** Real Estate Only **Auction Date** 5/6/2025

Auction Start Time 2:00pm **Broker Registration Req** Yes

Broker Reg Deadline 05/13/2025 @ 5pm

Buyer Premium Y/N Yes **Premium Amount** 0.10 Earnest Money Y/N Yes Earnest Amount %/\$ 5,000.00 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

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name** Non-Mbr Appr Name

ADDITIONAL PICTURES









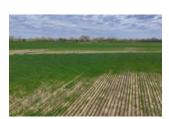


















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ALL FIELDS CUSTOMIZABLE



MLS# 654080 Class Land **Property Type** Vacant Lot County Sedgwick Area **SCKMLS**

0000 N 127th St E Address

Address 2 Lot 8

City Valley Center

State KS 67147 Zip **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction Associated Document Count 0























List Agent - Agent Name and Phone

List Office - Office Name and Phone

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

Co-List Agent - Agent Name and

Phone

Co-List Office - Office Name and

Phone

Showing Phone 888-874-0581

Zoning Usage Rural

087-016-23-0-22-00-001.00B Parcel ID **Number of Acres** 3.60

0.00 **Price Per Acre** Lot Size/SqFt 156816

School District Remington-Whitewater School

District (USD 206)

Elementary School Remington Middle School Remington **High School** Reminaton

Subdivision NONE LISTED ON TAX RECORD Legal Legal TBD with Recording Plat, Red

Oaks Estates Lot 8

4/14/2025 **List Date** Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes

Virtual Tour Y/N

Days On Market 16 **Cumulative DOM** 16

Cumulative DOMLS

4/18/2025 9:48 PM **Input Date**

Update Date 4/18/2025 **Status Date** 4/18/2025 **HotSheet Date** 4/18/2025 **Price Date** 4/18/2025

DIRECTIONS

Directions Greenwich north to 101st then east to 127th and south on 127th to lot

FEATURES

SHAPE / LOCATION Rectangular **TOPOGRAPHIC**

Leve PRESENT USAGE

Tillable

ROAD FRONTAGE

Dirt

UTILITIES AVAILABLE

Other/See Remarks **IMPROVEMENTS**

None

OUTBUILDINGS

None

MISCELLANEOUS FEATURES

Mineral Rights Included No Crops Included **DOCUMENTS ON FILE**

Plat

Other/See Remarks **FLOOD INSURANCE**

Unknown

SALE OPTIONS

None

EXISTING FINANCING

Conventional

PROPOSED FINANCING

Conventional **POSSESSION** At Closing **Tenant Rights**

SHOWING INSTRUCTIONS

Call List Agent/Office

LOCKBOX

None

AGENT TYPE

Sellers Agent

OWNERSHIP

Corporate

TYPE OF LISTING

Excl Right w/o Reserve

BUILDER OPTIONS

Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$0.00 **General Tax Year** 2024 **Yearly Specials** \$0.00 **Total Specials** \$2,024.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks ONLINE ONLY AUCTION!!! SELLING REGARDLESS OF PRICE!!! Experience countryside living on this pristine 3.6-acre lot in Red Oaks Estates, while remaining connected to urban conveniences. Positioned on N 127th St E less than half a mile south of paved 101st Street, this property offers easy access to Highways 254 and 135, putting Benton just 15 minutes away and providing a straightforward commute to Greenwich and 21st Street. No HOA, covenants or developer restrictions! Lot 8 is contiguous with Lot 7, offering the rare opportunity to purchase both parcels for a combined 7.2 acres of privacy and space. The property features electric service at the road frontage and provides an ideal canvas for your custom home vision. Small acreages in the county like this are hard to find, don't miss your opportunity!

AUCTION

Type of Auction Sale Absolute **Method of Auction** Online Only **Auction Location** mccurdy.com **Auction Offering** Real Estate Only

Auction Date 5/6/2025 **Auction Start Time** 2:00pm **Broker Registration Req** Yes

Broker Reg Deadline 05/13/2025 @ 5pm

Buyer Premium Y/N Yes **Premium Amount** 0.10 Earnest Money Y/N Yes Earnest Amount %/\$ 5,000.00 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

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name** Non-Mbr Appr Name

ADDITIONAL PICTURES









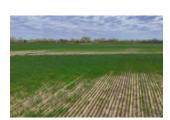


















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ALL FIELDS CUSTOMIZABLE



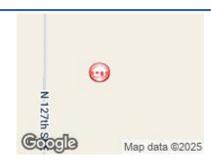
MLS# 654081 Class Land **Property Type** Vacant Lot County Sedgwick Area **SCKMLS**

0000 N 127th St E Address

Address 2 Lot 12 City Valley Center State KS 67147 Zip **Status** Active

Contingency Reason

Asking Price \$0 For Sale/Auction/For Rent Auction Associated Document Count 0





















GENERAL

List Agent - Agent Name and Phone Isaac Klingman

List Office - Office Name and Phone

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

Co-List Agent - Agent Name and

Phone

Co-List Office - Office Name and

Phone

Showing Phone 888-874-0581

Zoning Usage Rural

087-016-23-0-22-00-001.00B Parcel ID

Number of Acres 4.14 0.00 **Price Per Acre** 180338 Lot Size/SqFt

School District Remington-Whitewater School

District (USD 206)

Elementary School Remington Middle School Remington **High School** Reminaton

Subdivision NONE LISTED ON TAX RECORD Legal Legal TBD with Recording Plat, Red

Oaks Estates Lot 12

List Date 4/14/2025 Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes

Virtual Tour Y/N

Days On Market 16 **Cumulative DOM** 16

Cumulative DOMLS

4/18/2025 10:00 PM **Input Date**

Update Date 4/18/2025 **Status Date** 4/18/2025 **HotSheet Date** 4/18/2025 **Price Date** 4/18/2025

DIRECTIONS

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FEATURES

SHAPE / LOCATION Rectangular

TOPOGRAPHIC Leve

PRESENT USAGE

Tillable

ROAD FRONTAGE

Dirt

UTILITIES AVAILABLE

Other/See Remarks **IMPROVEMENTS**

None

OUTBUILDINGS

None

MISCELLANEOUS FEATURES

Mineral Rights Included No Crops Included **DOCUMENTS ON FILE**

Plat

Other/See Remarks **FLOOD INSURANCE**

Unknown

SALE OPTIONS

None

PROPOSED FINANCING

Conventional **POSSESSION** At Closing Tenant Rights

SHOWING INSTRUCTIONS

Call List Agent/Office

LOCKBOX None

AGENT TYPE

Sellers Agent **OWNERSHIP** Corporate

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

Open Builder

FINANCIAL

Assumable Y/N No **General Taxes** \$0.00 **General Tax Year** 2024 **Yearly Specials** \$0.00 **Total Specials** \$2,024.00 HOA Y/N No

Yearly HOA Dues HOA Initiation Fee

Earnest \$ Deposited With Security 1st Title

PUBLIC REMARKS

Public Remarks ONLINE ONLY AUCTION!!! SELLING REGARDLESS OF PRICE!!! Discover exceptional privacy on this secluded 4.1-acre parcel tucked away in Red Oaks Estates. This generously sized lot offers the perfect retreat for your custom home while maintaining convenient proximity to amenities. Located near the corner of N 127th St E and E 101st St N, you'll benefit from quick access to Highways 254 and 135, putting you just 15 minutes from Benton with an easy commute to Greenwich and 21st Street. No HOA, covenants or developer restrictions! This lot provides abundant space for your dream home design, outbuildings, and recreational areas. Small acreage like this can be hard to come by so do not miss this opportunity to purchase one selling regardless of price!

AUCTION

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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

PERSONAL PROPERTY

Personal Property

SOLD

How Sold Sale Price **Net Sold Price Pending Date Closing Date** Short Sale Y/N Seller Paid Loan Asst. Previously Listed Y/N Includes Lot Y/N Sold at Auction Y/N

Selling Agent - Agent Name and Phone Co-Selling Agent - Agent Name and Phone Selling Office - Office Name and Phone Co-Selling Office - Office Name and Phone **Appraiser Name** Non-Mbr Appr Name

ADDITIONAL PICTURES



























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TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & 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, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. 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. 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; easements; covenants; 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 had 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. 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.
- 5. There will be a 10% buyer's premium (\$2,500.00 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.
- 6. The Real Estate is not offered contingent upon financing or appraisal.
- 7. 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, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. 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.

- 8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
- 9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
- 10. 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.
- 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. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder 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.
- 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 voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process 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. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
- 15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
- 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 Real Estate 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 reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
- 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. 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 account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
- 21. 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 nor 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.
- 22. The ability to "pre-bid" or to place 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 that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
- 23. 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. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
- 24. 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.
- 25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
- 27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
- 29. 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.
- 30. 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.
- 31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth 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.

Authentisign ID: C5674CD4-6019-F011-8B3D-00224822F75A



SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: Lots 7, 8, And 12 In Red Oaks Estates - Valley Center, KS 67147 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never

one	
nie	
. L. A	
cial Assessments or Fees:	
ne Real Estate located in an improvement district? Yes	No Unknown
ne Real Estate subject to any current or future special tax assess	sments or fees that you are aware of? Yes No Unknown
Special Assessment/Fee Amount (give a good faith estim	nate if exact amount is unknown):
Explanation of Assessment or Fee:	
pliances Transferring with the Real Estate:	
any appliances present at the property transfer with the real est	tate?
☐ No appliances transfer	Not Applicable
All appliances present at the property transfer	Not Applicable
Some appliances transfer	
*If you marked some appliances transfer, please give	a detailed explanation of which appliances transfer:

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

	SEL	L	\mathbf{E}	R	:
--	-----	---	--------------	---	---

Title

Kaleb Howe		~1		=
Signature	Date	Signature	Date	
Kaleb Howe	ell			
Print		Print		_
Member	KWH Investments LLC			_
Title	Company	Title	Company	
responsibility to	below, Buyer acknowledges that no Seller's have any and all desired inspections completes or accepts the risk of not having done so.	leted prior to bidding on the Rea		
responsibility to	have any and all desired inspections complete	leted prior to bidding on the Rea		
responsibility to desired inspection BUYER:	have any and all desired inspections completes on accepts the risk of not having done so.	leted prior to bidding on the Rea	al Estate and that Buyer either perf	
responsibility to desired inspection	have any and all desired inspections complete	leted prior to bidding on the Rea		

Title

Company

Company



WATER WELL INSPECTION REQUIREMENTS

Property Address: Lots 7, 8, And 12 In Red Oaks Estates - Valley Center, KS 67147

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

- 1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YESNO _X	
If yes, what type? Irrigation Drinking Other	
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES_	
If yes, what type? Septic Lagoon	
Location of Lagoon/Septic Access:	
Authentissor Kaleb Howell Owner/Seller	Date
Owner/Seller	Date
Buyer	Date
Buyer	Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

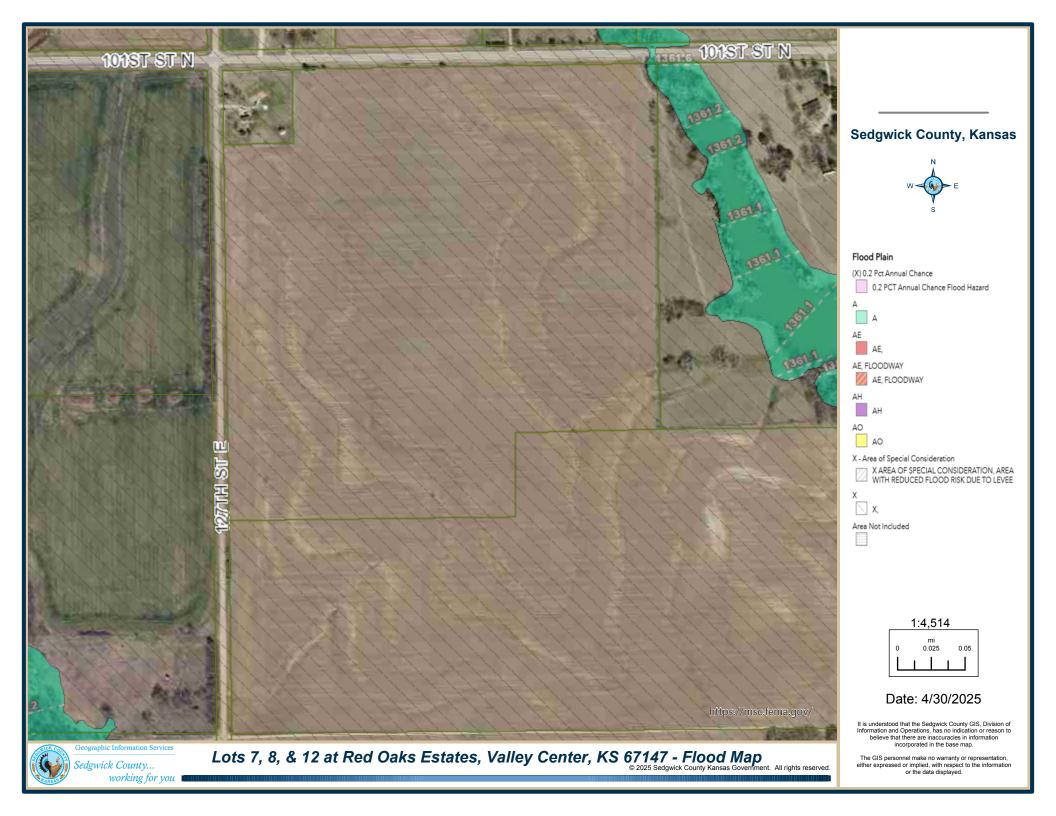
1 2				ale and Purchase of R ate set forth below.	eal Estate between a	and among the under	rsigned is
3 4				been detected in see in evaluating enviro		_	County.
5 6	•	•		and purchase of certa Oaks Estates – V	• • •	•	
7	The pa	arties are ad	vised to obtain e	expert advice in regai	d to any environme	ntal concerns.	
8	SELLEI	R'S DISCLOSU	JRE (please com	plete both a and b be	elow)		
9 10 11	(a)	Authorition		ontamination or other			concerns;
12 13 14		Knc	wn groundwate	r contamination or of	her environmental c	concerns are:	
15 16 17 18 19 20 21	(b)	Sell environmer Sell	er has no repo ntal concerns; or er has provide	ession of Seller (initia orts or records pert d the Buyer with a n or other environme	aining to groundwa	s and reports perta	
22	BUYE	R'S ACKNOW	LEDGMENT (ple	ase complete c belov	v)		
23	(c)	Buy	er has received	copies of all informat	ion, if any, listed abo	ove. (initial)	
24 25 26 27	Seller accura Buyer	ate, and that	Buyer and all lic	ler's knowledge, that ensees involved are r ses and any records a	elying on Seller's info	ormation. Buyer cert	
29	Seller	, powell		Date	Buyer	D	ate
30 31	Seller			 Date	 Buyer	D	ate

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Rev. 6/16 Form #1210

Lots 7, 8, & 12 at Red Oaks Estate, Valley Center, KS 67147
Zoning RR Rural Residential





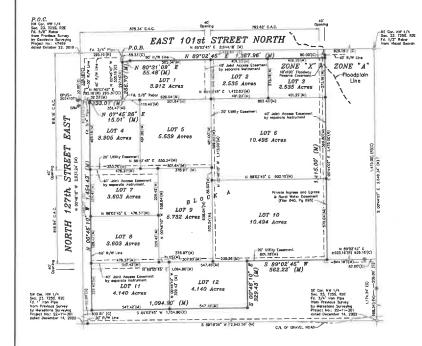
Lots 7, 8, & 12 at Red Oaks Estate, Valley Center, KS 67147 - Aerial

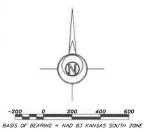


FINAL PLAT (ONE-STEP)

ESTATES RED

A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS.







LE CEPHU

**Settlend Memorant Found

**Dursy Monarchi Found

**Dursy Monarchi Found

J/ 2 4** Reber Set Lies Point w/GSS Stus Cop
Colorated

**Colorated

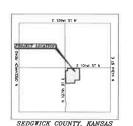
**Record Management

**Point of Beginning

**Point of Beginning

**Point of Commencement

Site Benchmone



VICINITY MAP

Date: March 4, 2025

FLOODWAY RESERVE NOTE:

The floodway reserve is hereby reserved for floodway reserve purposes and shall be the responsibility of the adjacent let owners until such time as the appropriate governing body skets to assume the responsibility on individence and improvements to the advances of the responsibility on individence and improvements to the advances of the responsibility on individence and improvements to the discharge reserve, nor shall any fill, change of grade, creation of changes only other work be carried on without the permission of the Engineer for soid governing body. FEMA thoughoin and regulatory floodway boundaries are subject to periodic changes and such change may be added to the proposition of the construction of the co

FLOOD NOTE:
According to Flood insurence Rate Map No. 2017:2022:50 (dotated becamber 22, 2016) published by the federal funzygancy Managaman Additional Conference of minimal flood hazard, which is outside of the STH and Righer than the elevation of the 0.2% omited demons (SOO-year) (Rodglein Conference) (Ro annual chance of flooding (100-year floodplain). Hydraufic analyses not performed. Base flood elevations not shown."

MASTER DRAINAGE PLAN:
A moster declines pion has been developed for this piot. All declines cessents, rights—of-way, and reserves shall remain of established grades (unless modified with the approval of the opplicable City or County Engineer) and shall be unabstructed to allow for the conveyance of stormwater in accordance with the Stormwater Manual.

LIDAR HORIZONTAL AND VERTICAL CONTROL: http://www.konsosgis.org/

FILE: BE_2018_14SPG5590 (2016)

HORIZONTAL DATUM: North American Datum of 1983 (NAD83)

VERTICAL DATUM: North American Vertical Datum of 1988 (NAVD88)

NOTE: Contours shown at 1' intervals.

DENOTINATOR:

1/2" Rebor w/Red GSS Cap approximately 370± feet South and
17± feet West of the Northwest Corner of the Northwest Quorter of
Saction 23, Township 25 South, Range 2 East, Sedgwick County,
Konsas

Elevation=1279.50 (NAVD8B)

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION

LAND SUPPLYOR'S CERTIFICATE AND DESCRIPTION

1, Doniel E. Gorber, Professional Lond Surveyor of the State of Korsas, do hereby certify that the following described troot of lond surveyor of the State of Korsas, do hereby certify that the following described troot of lond proposed and that oil monuments shown herein actually exist and that proposed conditions of converge shown to the best of my knowledge and Ballet.

South, Range Z. East of the 8th Principal Action 23, Towarbip 23, State of the State of the

P9-683

OWNER'S	CERTIFICATE	AND	DEDICATION

STATE OF KANSAS) ss	
COUNTY OF) 55	

This is to certify that the undersigned, Owner of the land described in the Surveyor's Certificate, has coused the some to be surveyed and the Surveyor's Certificate, has coused the some to be surveyed and the surveyed on the surveyed of the surveyed of

North Taxes Supervised to the public as indicated for the construction and maintenence of all public utilities. Existing public assements and dedications being vaccised by virtue of K.S.A. 12–512b, as a cremeded.

Kaleb W. Howell, Member

NOTARY CERTIFICATE

STATE OF KANSAS COUNTY OF _____ BE IT REMEMBERED:

That on this___day of__ 20__ A.D., before me, the undereigned, a Notary Public in and for the County and State oforesold, came Kaleb W. Howell, Member of KWH Investments, LLC, who is known to me to be the same person who executed the forepoling plat and the within bestrument of willing.

IN TESTIMONY WHEREOF:
I have hereunto set my hand and offixed my Notorial Seal the day and year last mentioned above.

My Commission Expires:_____

MORTGAGE HOLDER AGREEMENT

We. The Bennington State Bank of Solina, Konsos, holders of androgae on the above described property, do hereby consent to the plot "RED OAK ESTATES", a portion of the Northwest Quorter of Section 23, Township 25 South, Rongs 2 East of the 6th Principal Meridian, Sedgleick County, Konsos.

The Bennington State Bank

Brett Mitchell, EVP/Chief Banking Officer

NOTARY CERTIFICATE STATE OF KANSAS

COUNTY OF SAUNE

IN TESTIMONY WHEREOF:
I have hereunta set my hand and offixed my Natural Seal the day and year last mentioned above.

My Commission Expires: _____ Notary Public

COUNTY REVIEW SURVEYOR'S CERTIFICATE

STATE OF KANSAS COUNTY OF SEDGWCK

Triclo L. Robello, P.S.# 1246

PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS COUNTY OF SEDGWICK)

This plot of "RED OAK ESTATES", a portion of the Northwest Quorter Saction 23, Township 25 South, Range 2 East, Sedgwick County, Konsas: has been submitted to and approved by the Wichito-Sedgwick County Metropoliton Area Planning Commission, Webtite Konsp.

Doted this _____ doy of __ By Bryan K, Frye Chair ATTEST

Scott A Wodle

STATE OF KANSAS) SS COUNTY OF SEDGMCK

Ryon Baty, Fourth District

ATTEST:

Kelly R. Arnold

TRANSFER PECOPO

STATE OF KANSAS ss COUNTY OF SEDGWCK

Kelly B. Arnold

REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS) COUNTY OF SEDGWICK)

Tonya €. Buckingham Register of Deeds

Deputy Register of Deads

Keniy Zehring

FINAL PLAT (ONE-STEP)

RED OAK ESTATES SEDGWICK COUNTY, KANSAS

Garber Surveying Service, P.A. HUTCHINSON

sared Ru-

HUTCHINSON REANCH OFFICES: MANHATTAY PR. 725-3264818
308 York Phon St. 6739: MCPHERSIN PR. 516-321-4411 NEWTON PR. 116-321-3433
Qdoin Offi, 12 SALSMA PR. 18-464-382 HICHITA PR. 316-364-383

ron By: MGO Scale: 14=200 Date of Fletd Work: January 7, 2025 Jab No: Checked By: DBG Date: 03/04/2025 Sheet 1 of 1 Sheet(s)

G2024-1079



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)









