PROPERTY INFORMATION PACKET THE DETAILS



1720 S. 151st St. W. | Goddard, KS 67052

AUCTION: BIDDING OPENS: Tues, August 10th @ 2:00 PM BIDDING CLOSES: Wed, August 18th @ 2:00 PM



12041 E. 13th St. N., Wichita, KS, 67206 316.867.3600 • 800.544.4489 www.McCurdyAuction.com





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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 599456 Status Active **Contingency Reason** Property Type Industrial Address Address 2 City Goddard State KS Zip 67052 County Area 601 **Asking Price** \$0 Class For Sale/Auction/For Rent Auction **Associated Document Count 2 Picture Count** 36

Active Industrial 1720 S 151ST ST W Goddard KS 67052 Sedgwick 601 \$0 Commercial/Ind/Bus Auction 2



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List Agent - Agent Name and Phone		Co-List Agent - Agent Name and Phone Co-List Office - Office Name and Phone	
List Office - Office Name and Phone	-683-0612 McCurdy Auction LLC - OFF: 316	Showing Phone	1-800-301-2055
	-867-3600	Realtor.com Y/N	Yes
Building Size SqFt	50,001 - 100,000	Display on Public Websites	Yes
Number of Acres	2.82	Display Address	Yes
Zoning	Limited Ind	VOW: Allow AVM	Yes
Parcel ID	20173-147-35-0-22-00-001.02	VOW: Allow 3rd Party Comm	Yes
# of Stories	1	Virtual Tour Y/N	
Apx Gross Building SqFt	38,484.00		
Apx Net Rentable SqFt			
Apx Min Available SqFt	38,484.00		
Apx Max Contiguous SqFt	38,484.00		
Apx Vacant SqFt	38,484.00		
Land SqFt	122,762.00		
Present Use of Bldg	Vacant		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	1970		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	BEG W LI NW1/4 & 628.89 FT S OF		
0	S LI US 54 TH E 496.69 FT S		
	274.83 FT W 496.69 FT N 274.83		
	FT TO BEG		
Sub-Agent Comm	0		
Buyer-Broker Comm	3		
Transact Broker Comm	3		
Variable Comm	Non-Variable		
Tax ID			

DIRECTIONS

Directions (Goddard) US HWY 400 (Kellogg) & S. 151st St. W., South to Property.

FEATURES

LOADING DOCK	UTILITIES AVAILABLE	TENANT PAID EXPENSES	TERMS OF LEASE
None	Gas	None	No Leases
RAIL	Electric	OWNER PAID EXPENSES	DOCUMENTS ON FILE
None	City Water	Electricity	Ground Water Addendum
OVERHEAD DOORS	City Sewer	Gas	Sellers Prop. Disclosure
3	FLOORS	Sewer	OWNERSHIP
PARKING	Carpet	Water	Corporate
Parking Over 25	Concrete Slab	ELECTRICAL	SHOWING INSTRUCTIONS
ROAD FRONTAGE	HEATING	110 Volt	Call Showing #
City Arterial	Forced Air	220 Volt	LOCKBOX
LOCATION	Gas	Single Phase	Combination
Freestanding	COOLING	Three Phase	TYPE OF LISTING
Industrial Park	Central Air	MISCELLANEOUS FEATURES	Excl Right w/o Reserve
CONSTRUCTION		Fire Alarm	AGENT TYPE

FEATURES

Metal Fabricate SIDEWALL HEIGHT 14 Ft to 16 Ft ROOF Metal

FINANCIAL

Assumable Y/N	No
With Financing	
General Property Taxes	\$15,014.36
General Tax Year	2020
Special Taxes	10.07
Special Tax Year	2020
Special Balance	10.07
Gross Income	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email:

bmccurdy@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, August 10th, 2021 at 2:00 PM (cst) | BIDDING CLOSES: Wednesday, August 18th, 2021 at 2:00 PM) (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES ONLINE ONLY!!! NO MINIMUM, NO RESERVE!!! 38,484 +/- square foot mid condition commercial building on 2.82 +/- acres in Goddard, Kansas! This property was previously known as Global Engineering & Technology. Exterior Features: Conveniently located near the corner of Kellogg and 151st St. Primary interstate access provided by Interstate 235 10 minute drive to downtown Wichita Zoned LI - Limited Industrial Freestanding Off-street parking 2 curb cuts Metal roof Metal construction Security lights Interior Features: Reception area with wrap-around front desk 11 Offices 5 Restrooms 3 overhead doors Tornado shelters 2 paint booths 110 & 220 Volt Single Phase & Three Phase Fire Alarm A property of this size could support a variety of potential developments and it is selling to the highest bidder, regardless of price!!! Per the seller, the roof leaks around some of the central air units located on the roof. Plugged rain gutters have also caused water to back up on the roof resulting in minor leaking. Roof needs to be redone. Several of the heating and cooling units are not in working condition. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$40,000.

Security Lights

Security Systems

Other/See Remarks

Other/See Remarks

PROPOSED FINANCING

AUCTION

Type of Auction Sale
Auction Location
Auction Date
Auction End Time
Broker Reg Deadline
Premium Amount
Earnest Amount %/\$
1 - Open/Preview Date
1 - Open End Time

Absolute www.mccurdyauction.com 8/10/2021 2:00 PM 8/17/2021 by 5:00 PM 0.10 40,000.00 Method of AuctionOnline (Auction OfferingReal EsAuction Start Time2:00 PMBroker Registration ReqYesBuyer Premium Y/NYesEarnest Money Y/NYes1 - Open for Preview1 - Open Start Time

Online Only Real Estate Only 2:00 PM Yes Yes Yes

TERMS OF SALE

Terms of Sale

ADDITIONAL PICTURES









Sellers Agent FLOOD INSURANCE Unknown POSSSESSION At Closing































































DISCLAIMER

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KESSPS, LLC

SELLER: DATE:

PROPERTY ADDRESS:

1720 S 151st St W - Goddard, KS 67052

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully:
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFCATION OF REAL ESTATE LICENSEES:

A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

SELLER'S INITIALS SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1.	Approximate age of the Property: Built in 1970	
2.	Appropriate date that SELLER acquired the Property: 1994	
3.	Does the SELLER currently occupy the Property?	Yes No
	A. If No, has the SELLER ever occupied the Property?	Yes No
4.	Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:	
	A. Mortgage payments?	Yes No
	B. Property taxes?	Yes 🗌 No
	C. Special assessments?	Ves 🗌 No
	D. Other:	Yes 🗌 No

- 5. What is the current zoning of the Property?
- 6. Are you aware of:
 - A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property?
 - B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property?
 - C. Any violation of laws or regulations affecting the Property?
 - D. Any existing or threatened legal action pertaining to the Property?
 - E. Any litigation or settlement pertaining to the Property?
 - F. Any current or future special assessments pertaining to the Property?
 - G. Any other conditions that may materially and adversely affect the value or desirability of the Property?
 - H. Any other condition that may prevent you from completing the sale of the Property?

Yes No

Yes No

Yes No

Yes No

TYes No

Yes No

Yes No

Yes No

I. Any leases on the Property?

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

- J. Any party currently in possession of the Property or a portion of the Property other than the SELLER?
- K. Any construction, landscaping or surveying done on the Property within the last six months?
- L. Any additions, alterations, repairs or structural modifications made without the necessary permits?
- M. Any nuisance or other problems originating within the general vicinity of the Property?
- N. Any notices of nuisance abatement, citations or investigations regarding the Property?
- O Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?
- P. Any public authority contemplating condemnation proceedings?
- Q. Any government rule limiting the future use of the Property other than existing zoning regulations?
- R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?
- S. Any interest in all or part of the Property that has been reserved by the previous owner?
- T. Any unrecorded interests affecting the Property?
- U. Anything that would interfere in passing clear title to the BUYER?
- V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1.	Have there been any leaking or other problems with the roof, flashing or rain gutters?	Ves [
	A. If Yes, what was the date of the occurrence?: Sec Attached	(Antonicas)
2.	Have there been any repairs to the roof, flashing or rain gutters?	Yes
	A. If Yes, please provide the date of the repairs?:	
3.	Has there been any damage to the Property due to wind, fire or flood?	Ves 🛛
4.	Are there any structural problems with the Property?	Ves [
5.	Is there any exposed wiring presently in any structures on the Property?	Yes [
6.	Are there any windows or doors that leak or have broken seals?	Yes 🛛
7.	Do you have any knowledge of any damage to the Property caused by termites or wood infestation?	Yes [
	A. If Yes, is the Property currently under warranty?	Yes [
	8. If Yes, please name the company here:	
8.	Have you ever experienced or are you aware of any:	
	A. Movement, shifting, deterioration or other problems with the basement, foundation or walls?	Yes [
	B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?	Yes [
	C. Water leakage or dampness in the Property?	Tyes [
	D. Dry rot, wood rot or similar conditions on the wood of the Property?	Ves [
	E. Problems with driveways, fences, patios or retaining walls on the Property?	Yes [
	F. Any failure of the Property to comply with the Americans with Disabilities Act?	Yes

Yes	0	No
Yes	2	No
Yes	Ø	No
Yes		No
¥	2	-

YPS MA

	res		
	Yes		
\Box	Yes	D	No
	Yes		No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

10. Additional Comments:

Part 5. LAND CONDITIONS:

1.	Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be	
	located in such as designated by the Federal Emergency Management Agency(FEMA)?	Yes No
2.	Are you aware of any drainage or flood problems on the Property or adjacent properties?	Yes No
3.	Have any neighbors complained that the Property causes drainage problems?	Yes No
4.	Is there fencing on the Property?	Yes No
	If Yes, does the fencing belong to the Property?	Yes 🗌 No
5.	Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property?	Yes No
6.	Are there any features of the Property shared in common with adjoining landowners, such as walls, fences,	
	roads or driveways?	Yes No
	If Yes, is the Property owner responsible for the maintenance of any such shared features?	Yes No
7.	Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability	
	problems that have occurred on the Property or in the immediate vicinity of the Property?	Yes No
8,	If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain he	ere:

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

556654			
1.	What is the water source on the Property?	Public Water 🗌 Private Water 🗌 Well 🗌 Ciste	rn 🗌 Other 🗌 None
2,	Does the Property have any sewage facilities on	or connected to it?	Yes No
3.	Are you aware of any problems relating to the w	ater systems or sewage facilities on the Property?	Yes No
	If Yes, please explain:		

4. Additional Comments:

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1.	Is there electrical service connected to the Property?	Yes 🗌 No
2.	Does the Property have heating systems?	Yes 🗌 No
	A. If Yes, please specify: Electrical Fuel Oil Natural Gas Heat Pump Propane Other	Dependencies and a statistical production of the state of the
3.	Does the Property have air conditioning?	Yes No
	A. If Yes, please specify: Central Electric Central Gas Heat Pump	Window Unit(s)
<i>ĉ</i> .	Does the Property have a water heater?	Yes No
	A. If Yes, please specify:	Gas Solar
5.	Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property?	Yes No
	If Yes, please explain: See Attached	

6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

- Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)?
- 2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property?
- 3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?
- 4. Are you aware of any other environmental conditions on the Property?
- 5. Have any other environmental inspections or tests been conducted on the Property?
- 6. Are you aware of any aboveground or underground storage tanks on this Property?
- 7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

8. Additional Comments:

Yes No

Yes No

Yes No

Yes 🖓

Yes

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

		NOT		NOT			NOT		NOT
		INCLUDED	WORKING	WORKING			INCLUDED	WORKING	WORKING
1.	Air conditioning – central system	\Box	9	2	9.	Lawn sprinkler(s)			
2.	Air conditioning - window units	2			10.	Security gate(s)			7
3.	Air purifier system				11.	Security system(s)	\Box .		7
4.	Dock leveler	2			12.	Smoke detector(s)	2		
5,	Elevator	R			13.	Wiring system	D		
6.	Exhaust fans - Bathrooms		Ø,		14.	Other:			
7.	Fire alarm(s)		3		15.	Other:			
8.	Fire sprinkler(s)		2		16.	Other:			

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- 1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- 2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or 3. any real estate licensees involved in this transaction.
- BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to 4. purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
- BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting 6. or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

122/2021 DATE DATE **BUYER'S SIGNATURE** SELLER BUYER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

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Part 4. Structural Conditions

Question 1., Question 2, and Question 8a

It is believed the roof currently has leaks around some of the central air units located on the roof. Over the years the roof has as had minor leaking in various areas with routine patching done to fix. Plugged rain gutters have also caused water to back up on the roof resulting in minor leaking.

In approximately 2010 the roof was repaired with new foam and a rubberized roofing material that was sprayed onto the roof. Two subsequent reapplications of the rubberized roofing material were applied due to hailstorms – with the last application being approximately 2014.

Part 7. Electrical/Gas/Heating/and Cooling Systems

Question 5.

Several of the heating and cooling units are not in working condition. Those units still in working order have been repaired as needed.



WATER WELL AND WASTEWATER SYSTEM INFORMATION

Property Address: 1720 S 151 St W - Goddard, KS 67052	
DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Drinking Other	
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES	NO O
If yes, what type? Septic Lagoon	
Location of Lagoon/Septic Access:	
Patrick Salyer Member	05/22/2021
Own5/222021 9:42:35 AM CDT	Date
Owner	Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

- 1 THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is 2 entered into effective on the last date set forth below.
- Groundwater contamination has been detected in several areas in and around Sedgwick County.
 Licensees do not have any expertise in evaluating environmental conditions.
- 5 The parties are proposing the sale and purchase of certain property, commonly known as:
- 6 1720 S 151 St W Goddard, KS 67052
- 7 The parties are advised to obtain expert advice in regard to any environmental concerns.
- 8 SELLER'S DISCLOSURE (please complete both a and b below)
- 9 (a) Presence of groundwater contamination or other environmental concerns (initial one):
- 10 [9S] (Seller has no knowledge of groundwater contamination or other environmental concerns; 11 or
 - _____ Known groundwater contamination or other environmental concerns are:
- 13 14

12

- 15 (b) Records and reports in possession of Seller (initial one):
- 16 $\begin{bmatrix} gs \end{bmatrix} \odot$ Seller has no reports or records pertaining to groundwater contamination or other 17 environmental concerns; or
- 18 _____ Seller has provided the Buyer with all available records and reports pertaining to 19 groundwater contamination or other environmental concerns (list document below):
- 20
- 21
- 22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**
- 23 (c) Buyer has received copies of all information, if any, listed above. (initial)
- 24 CERTIFICATION
- Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and
 accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that
 Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

28	Patrick Salyer	05/22/2021		
29	Selle15/22/2021 9:42:22 AM CDT	mber Date	Buyer	Date
30			a a second a	
31	Seller	Date	Buyer	Date

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File #:

Property Address: 1720 S 151 St W Goddard, KS 67052

WIRE FRAUD ALERT

IMPORTANTI YOUR FUNDS MAY BE AT RISK

SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

Closing funds in the form of ACH Electronic Transfers will NOT be accepted

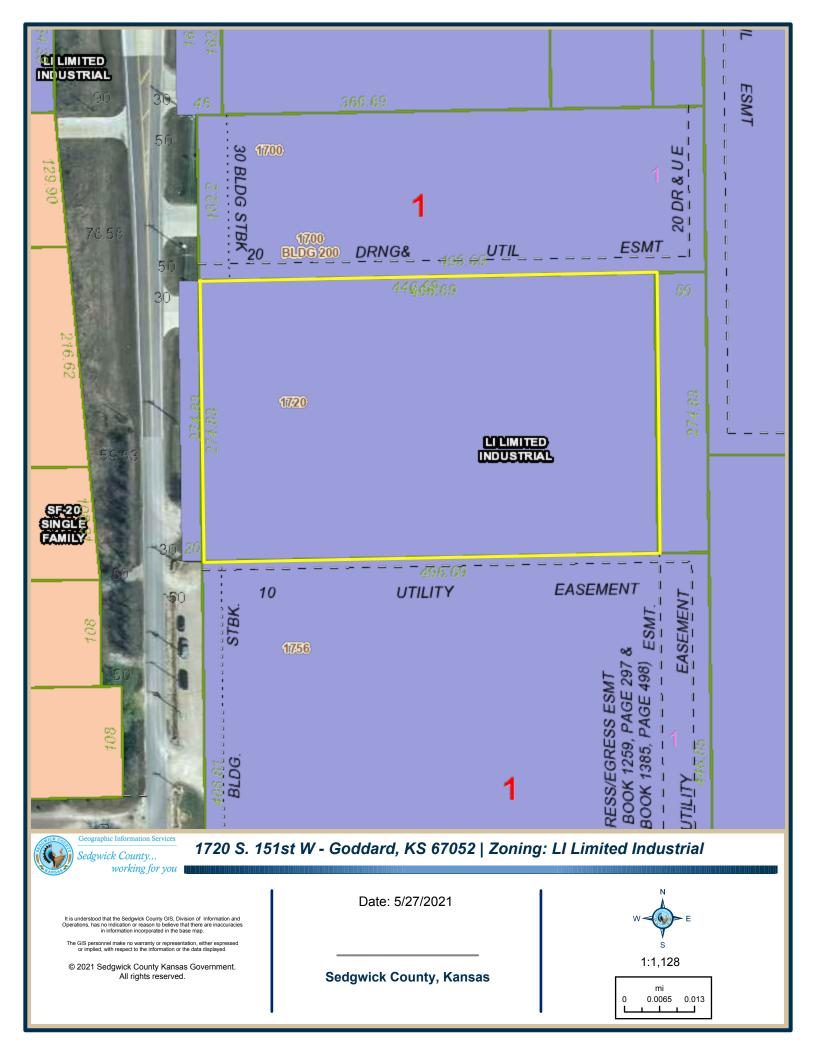
In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- DO NOT FORWARD wire instructions to any other parties.
- ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.
- DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

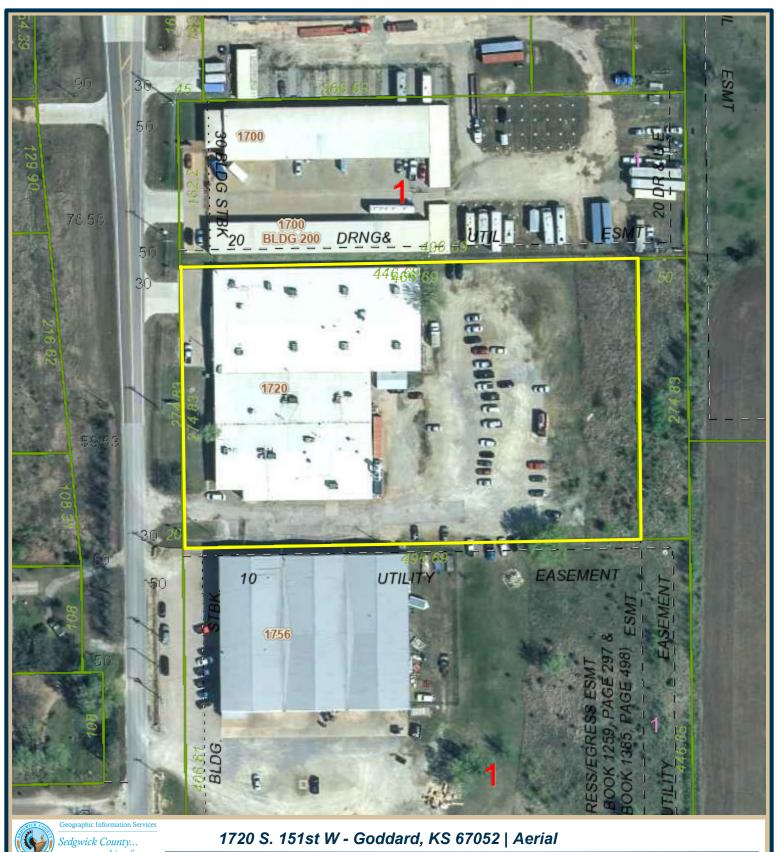
ACKNOWLEDGEMENT OF R	ECEIPT – YOU MUST SIGN BELOW	
Your signature below acknowledges receipt of this Wire Fraud Alert.		
	Patrick Salyer	
Buver	5/220 02/ 00 74:43 AM CDT	

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov Internet Crime Complaint Center: http://www.ic3.gov







1720 S. 151st W - Goddard, KS 67052 | Aerial

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

working for you

Sedgwick County...

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Date: 5/27/2021



Sedgwick County, Kansas

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TERMS AND CONDITIONS

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

- 1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
- 2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
- 3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
- 4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
- 5. The Real Estate is not offered contingent upon financing.
- 6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.
- 7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.



- 8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
- 9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
- 10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these 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.
- 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.
- 12. Bidder authorizes McCurdy to information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
- 13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
- 14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
- 15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the 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.
- 16. McCurdy has the right to establish all bidding increments in a commercially reasonably manner.
- 17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
- 18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
- 20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.



- 21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
- 22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
- 23. 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 info@mccurdyauction. com.
- 24. Bids submitted using the online bidding platform cannot be retracted. 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, including, but not limited to, 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.
- 25. 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.
- 26. 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 extend the scheduled closing time of the auction.
- 27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in paragraph 6 of these Terms and Conditions by 12:00 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.
- 28. 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.

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*)





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