# PROPERTY INFORMATION PACKET

### THE DETAILS



# 491 NW 70 Ave | Kingman, KS 67068

AUCTION: BIDDING OPENS: Thurs, Jan 16<sup>th</sup> @ 2:00 PM

BIDDING CLOSING: Thurs, Jan 23<sup>rd</sup> @ 2:00 PM



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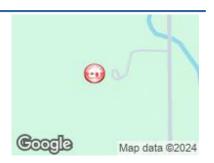
#### **ALL FIELDS CUSTOMIZABLE**



MLS# 648712 **Status** Active

**Contingency Reason** 

**SCKMLS** Area Address 491 NW 70 Ave City Kingman 67068 Zip **Asking Price** \$0 **Picture Count** 36





























#### **KEYWORDS**

3 **AG Bedrooms** 3.00 **Total Bedrooms AG Full Baths** 3 **AG Half Baths** 0 3 **Total Baths Garage Size Basement** None One Story Levels Approximate Age 36 - 50 Years Acreage 10.01 or More

2246 Approx. AGLA **AGLA Source** Court House Approx. BFA 0.00

**BFA Source** Court House Approx. TFLA 2,246 Lot Size/SqFt 500,940 Number of Acres 11.50

#### **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

**Showing Phone** 1-888-874-0581

Year Built 1984

Parcel ID 057-36-0-00-00-004.00-0 **School District** Kingman - Norwich School District

(USD 331)

**Elementary School** Kingman Middle School Kingman **High School** Kingman

Subdivision NONE LISTED ON TAX RECORD Legal S36, T27, R09W, ACRES 5.3, N340

OF W475 OF E505 OF SE4

12/4/2024 **List Date Display Address** Yes **Days On Market** 26

**Input Date** 12/18/2024 10:27 AM

**Update Date** 12/27/2024 **Status Date** 12/18/2024 **Price Date** 12/18/2024

**Master Bedroom Level** 

Master Bedroom Flooring

Living Room Level **Living Room Dimensions** 

Living Room Flooring Kitchen Level

Kitchen Flooring

Room 4 Level

Room 4 Flooring

Room 6 Type Room 6 Level

Room 6 Flooring

Room 7 Type

Room 8 Level

**Room 8 Flooring** 

Room 9 Level

Room 10 Level

Room 10 Flooring

Room 11 Level

Master Bedroom Dimensions 14.5 x 16.3

**Kitchen Dimensions** 

Room 4 Type

**Room 4 Dimensions** 

Room 5 Type

Room 5 Level **Room 5 Dimensions** 

Room 5 Flooring

**Room 6 Dimensions** 

Room 7 Level

**Room 7 Dimensions** 

Room 7 Flooring Room 8 Type

**Room 8 Dimensions** 

Room 9 Type

**Room 9 Dimensions** Room 9 Flooring

Room 10 Type

**Room 10 Dimensions** 

Room 11 Type

**Room 11 Dimensions** Room 11 Flooring

Main

Tile Main

25.3 x 15.9 Tile

Main

10.4 x 15.5 Tile

Bedroom Main

11.5 x 11.7

Tile Bedroom Main

11.5 x 11.7 Tile

Laundry Main

7.6 x 14.8 Tile

Family Room Main

26.5 x 14.10 Tile

Storage Main 8.6 x 4.11

Tile

Room 12 Type Room 12 Level **Room 12 Dimensions** Room 12 Flooring

#### **DIRECTIONS**

Directions (Kingman) HWY 54 (Kellogg) & SW 70 Ave - North to Home.

#### **FEATURES**

**ARCHITECTURE** Berm

**EXTERIOR CONSTRUCTION** 

Frame w/Less than 50% Mas

ROOF

Other/See Remarks LOT DESCRIPTION

rregular

**FRONTAGE** Unpaved Frontage

**EXTERIOR AMENITIES** 

Covered Patio

Fence-Other/See Remarks

Security Light Storm Door(s)

Storm Windows/Ins Glass

Outbuildings **GARAGE** 

Attached

FLOOD INSURANCE

Unknown

UTILITIES

Septic

Alternative Septic Natural Gas Propane Gas Private Water

BASEMENT / FOUNDATION

None

BASEMENT FINISH

None COOLING Central **Electric HEATING** Forced Air **Electric** DINING AREA Kitchen/Family Room

FIREPLACE One Living Room Woodburning **KITCHEN FEATURES** 

Gas Hookup **Laminate Counters** 

**MASTER BEDROOM** Master Bdrm on Main Level Shower/Master Bedroom

AG OTHER ROOMS

Family Room-Main Level

Storage LAUNDRY

Main Floor Separate Room 220-Electric Wash Sink

**INTERIOR AMENITIES** 

Ceiling Fan(s) Closet-Walk-In

Fireplace Doors/Screens

**POSSESSION** 

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

**OWNERSHIP** 

Individual

PROPERTY CONDITION REPORT

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

**LOCKBOX** Combination 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 \$3,617.30 **General Tax Year** 2024 Yearly Specials \$0.00 **Total Specials** \$0.00

HOA Y/N No

Yearly HOA Dues **HOA Initiation Fee** 

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

#### **REMARKS**

Public Remarks Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Tuesday, January 16th, 2025 at 2 PM (cst) | BIDDING CLOSING: Thursday, January 23rd, 2025 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. ONLINE ONLY!!! Are you looking for a home with acreage in the country? This is it! This is an amazing opportunity to purchase a thoughtfully designed and well-cared-for one -owner home on 11.5+/- acres just west of Kingman, less than a mile north of Highway 400. This 3-bedroom, 3-bathroom home is not only spacious with an open floor plan and large rooms but was designed with efficiency in mind. The home features a large front porch to sit back and enjoy those Kansas mornings and evenings. Inside is a large open kitchen with updated appliances, large living/dining areas , a fireplace, a master with ensuite, and a walk-in closet. Two bedrooms, a bathroom with a soaking tub, and an off-garage laundry/mud room with a bathroom complete the home. As you drive up to the property you will notice the beautiful surroundings, the gentle roll of the land, and the impressive 45x60 barn. The barn features a large gambrel roof, concrete floors, electricity, a mezzanine with hideaway stairs, overhead, and sliding doors. A lean-to is also on the side with 4 stall doors that lead to multiple corrals and shelters around the property. A fenced alleyway runs to an additional 6+/- acres of pasture located in the northwest corner of the property. If you are looking for that perfect homestead where you can unwind and have your slice of Kansas countryside but still be close to the amenities, this is it! With the acreage, large efficient home, and barn you are presented with countless opportunities. Don't miss this auction and schedule a showing today! Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is finalized.

#### **AUCTION**

Type of Auction Sale Reserve

**Auction Location** www.mccurdy.com

**Auction Date** 1/16/2025 **Broker Registration Reg** Yes **Premium Amount** 15,000.00 Earnest Amount %/\$

1 - Open/Preview Date 1 - Open End Time

Method of Auction Auction Offering **Auction Start Time Buver Premium Y/N** 

Earnest Money Y/N 1 - Open for Preview 1 - Open Start Time

Online Only Real Estate Only

2:00 PM No Yes

**TERMS OF SALE** 

Terms of Sale See Terms and Condtions

#### **Personal Property**

### ADDITIONAL PICTURES







































































#### DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



#### **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 <a href="mailto:auctions@mccurdy.com">auctions@mccurdy.com</a>.
- 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.



#### **Seller's Property Disclosure**

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address:	491 NW 70 Ave.	 - Kingman, KS 67068	
Callan		Date of Decembers	

Seller: Date of Purchase

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

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).

1 2	APPLIANCES							ELECTRICAL						
2	_		TD 4	BICC	EDC.		AFFLIANCES	TRANSFERS					LLLCINICAL	
3	TRANSFERS TO BUYER					TO BUYER								
4	None	Does Not Transfer	200	Not Working	Don't Know	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	None	Does Not Transfer		Not Working	Don't Know	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.
5	[]	П	M	[]	[]	[]	Disposal		[]	M	[]	[]	[]	Smoke/Fire Detectors
6	[]	[]	M	[]	[]	1	Dishwasher	[]	[]	100	[]	[]	[]	Light Fixtures
7		[]	M	[]	[]	[]	Oven (ELECTRIC)	[]	[]	KI	[]	[]	[]	Switches/Outlets
8	[]	[]	K)	[]	[]		Range (Circle One) Gas Electric	[]	[]	M	[]	[]	[]	Ceiling Fan(s)
9	[]	[]	DA	[]	[]	[]	Microwave	[]	[]	M	[]	[]		Bathroom Vent Fan(s)
10			MI C				Built in (Circle One) YES NO	[]	[]	M	[]	[]		Telephone Wiring/Blocks/Jacks
11	M	[]	[]	[]	[]	[]	Range Hood	[]	[]	M	[]	[]	[]	Door Bell
12	ľ		20				Vented Outside (Circle One) YES NO	M	[]	E)	[]	[]	[]	Intercom
13	[]	M	[]	[]	[]	[]	Kitchen Refrigerator	[]	[]	N	[]	[]	[]	Garage Door Opener
14	[]	M	[]	[]	[]	[]	Clothes Washer		# of F	Remo	tes:_	3	2 4	Keypad Entry: (Circle One) (YES) NO
15	[]	M	[]	[]	[]	[]	Clothes Dryer	[]	[]	[]		[]		Aluminum Wiring
16	M	[]	[]	[]	[]	[]	Trash Compactor	[]	[ ]	M	[]	[]		Copper Wiring
17	×	[]	[]	[]	[]	[]	Central Vacuum	[]	[]	KI	[]	[]		220 Volt
18	M	[]	[]	[]	[]	[.]	Exterior Attached Gas Grill					$\square$		Service Panel Total Amps
19	[]	M	[]	[]	[]	[]	Other: TACKROOM BLDG,	M	[]	[]	[]		[]	Solar Equipment - (Circle One) Own Rent/Lease
20	[]	[]	[]		[]	[]	Other:	<u> </u>		_		_		Company
21	[]	[]	[]	[]	[]	[]	Other:	M	[]	[]	[]	[]	[]	Wind - (Circle One) Own Rent/Lease
22	[]	[]	[]	[]	[]	[1]	Other:	X	[]	()	[]	[]		Hydroelectric - (Circle One) Own Rent/Lease
23	Com	ment	ts:					M	[]	[]	[]	[]	[]	Security System - (Circle One) Own Rent/Lease
24								_				_		Company
25								M		[]	[]	[]	[]	Audio/Video Surveillance System
26				Re	v 12/	23	SELLER'S INITIALS:	Pg 1	of 7	В	UYER'	S INIT	IALS:	#1004



27	WATER/SEWAGE SYSTEMS (See Part II Also)	HEATING & COOLING SYSTEMS				
28	TRANSFERS	TRANSFERS				
29	Nore Nor Working Not Working N	Nous Not Working Indicate the condition of the following items by marking the appropriate boxes.				
30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46	Sewage Systems  Sump Pump  Backup Sump Pump/Battery  Plumbing  Type  Water Heater (Circle One) Elect Gas  Size & Age 7005 50 GAL 6 YR.  Il [] [] [] [] [] Instant Hot Water  Water Softener  (Circle One) Own Rent/Lease  Company  Water Purifier/Reverse Osmosis  Underground Sprinkler System  Backflow Device (Circle One) YES NO  Date Last Tested or Inspected / YR.  Pool Equipment  Hot Tub/Spa	[] [] [M] [] [] Cooling System  Type C ENTRALAIR  Age 2D YR.  [] [] [] [] Heating System  Type FORCED AR  Age 20 YR.  [] [] [] [] [] [] Window/Wall Air Conditioning Units  [] [] [] [] [] [] [] Electronic Air Filter  [] [] [] [] [] [] [] Fireplace  [] [] [] [] [] [] Fireplace  [] [] [] [] [] [] [] Fireplace Insert  [M] [] [] [] [] [] [] Wood burning Stove  [] Chimney/Flue - Date Last Cleaned 2022  [M] [] [] [] [] [] Gas Log Lighter  [M] [] [] [] [] [] [] Solar Equipment - (Circle One) Own Rent/Lease  Company  [M] [] [] [] [] [] [] Gostbormal				
47 48 49 50	Comments: いけにCLPOOL TUB	[ ] [ ] [ ] [ ] Geothermal  [ ] [ ] [ ] Propane Tank - (Circle One) Own Rent/Lease  Company  Comments:				
51	MEDIA					
52	TRANSFERS TO BUYER					
53 54 55 56 57 58 59 60 61 62 63 64 65 66 67	Indicate the condition of the following items by marking the appropriate boxes.	SMART DEVICES  Any additional smart technology devices not covered in this form to transfer with the property, and any additional comments. Please list below:  Any Additional Comments For Part I.				
69	Rev 12/23 SELLER'S INITIALS:	Pg 2 of 7 BUYER'S INITIALS:#1004				

TRANSACTIONS
TransactingDesit Ections

#### **PART II**

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

70

71

Attach all relevant documentation for further explanation, including any and all repair reports.

VEC	NO	DON'T	SECTION 1
. 23	140	KNOW	STRUCTURAL FOUNDATION/WALLS
1	[]	[]	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
	П		Are there any structural engineer's report(s) available?
	Lil		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?
			Cracks or flaws in the walls, floors or foundation?
]	N		Problems with driveways, walkways, patios, retaining walls, party walls?
	X		Problems with operation of windows or doors, or broken seals?
	M		Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
	[X]		Are there any transferable warranties? Date: (If YES, explain below and attach copy.)
			Is there insulation in the walls?
			Is there insulation in the floors?
		Commen	
	OIId	Commen	
		DON'T	SECTION 2
į	NO	KNOW	ROOF/INSULATION
į			
		[]	Age: 40 Type: CEMENT
	[]	[]	To your knowledge, are there any PAST [] PRESENT roof leaks? (Mark One)
			If any, identify details below.
	M		During your ownership, has the roof ever been [ ] REPLACED? [ ] REPAIRED? (Mark One)
	0.4		If YES, Date:(Identify details below.)
	M		Are there any transferable warranties? Date: (If YES, explain below and attach copy.)
	M		Do you know of any problems with chimneys or chases? (If YES, explain below.)
	M		Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
		<b>M</b>	Is there insulation in the ceiling/attic?
	tiona	Commen	its:
1		DON'T	SECTION 3
į	NO	KNOW	MOLD/MILDEW
	ه		
	_		A, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye,
		_	outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or res may cause allergic reactions in sensitive individuals.
Ø	ming I	noiu spor	
	N1	1.3	To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
	M	[]	Presence of any mold/mildew in the property?
	M	[,]	Any problems created by mold or mildew for occupants of the structure during your ownership?
	N		Have you had any inspections for mold or mildew?  If YES, Date: (If YES, explain below.)
	M		Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
_	N)		Has the property had any professional mold remediation during your ownership? If YES, Date:
i	tiona	Commer	nts:
	_		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 evalenation, including any and all renair reports

51 NO1	DON'T	SECTION 4
_	KNOW	WATER/SEWAGE SYSTEMS
		Is the property connected to City Water?  Is the property connected to Rural Water? If YES, Transfer Fee: District:
] [X]		Is the property connected to any private water systems? (Mark all that apply.)
] []		Drinking Well [] Irrigation Well [] Geo-Thermal Well
1 [1	[]	Working? Type: Location: Depth:
1 []		Working? Type: Location: Depth:
] []	[]	Working? Type: Location: Depth:
] [3]	[]	Has the water in any wells shown test results of contamination? (If YES, explain below.)
] [A]		is the property connected to a public sewer system? If shared lagoon/septic system, explain below.
d []		lis the property connected to a septic system? Date Last Pumped:
		Tank Size: 1000 GA Location: FRONT YARD
-		# feet laterals: # Feet infiltrators: Location:
] [x]		Is the property connected to a lagoon system?  Location:
1 [M]		Is the property connected to some other type of waste disposal system? (If YES, explain below.)
( [ ]	[]	Has the main waste disposal line ever been snaked or scoped?
] [1]	<b>(</b> )	To your knowledge, is there any problem relating to the waste disposal system?
ditional	Commer	nts: & SKAIC TANK CLEANED 4/24
77	DON'T	SECTION 5
COMO	KNOW	WATER INTRUSION/LEAKS
		To your knowledge, Indicate any past or present: (Use Comment Lines for further explanations)
] [>}	[]	Any water leakage in or around the fireplace or chimney?
] [2]		Any water leakage around (If YES, mark all that apply.) [ ] WINDOWS [ ] SKYLIGHTS [ ] DOORS?
] [29		Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?
] [\]	[]	Any leaks caused by appliances?
) 🖾	ii	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?
1 🙀	[]	Any water leakage into (If YES, mark all that apply.) [ ] BASEMENT [ ] CRAWL SPACE
] [2]	[]	Any accumulation of water within the basement/crawl space?
] 🔀	[]	Sump Pump(s) Location(s):
][]	M	Drain Tiles (If YES, mark all that apply.) [ ] INTERIOR [ ] EXTERIOR
dditional	Comme	nts:
$\tau \tau$	DON'T	SECTION 6
EC NIO	KNOW	PEST, WOOD INFESTATION & DRY ROT
] [X]	[]	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)
1 (4	[]	[] WOOD DESTROYING INSECTS [] DRY ROT [] OTHER WOOD INFESTATION
1 M	[]	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)
1 14		[] WOOD DESTROYING INSECTS [] DRY ROT [] OTHER WOOD INFESTATION
1 [4]	75	Have there been any repairs of such damage? (If YES, explain below.)
] [3]		Is the property currently under a termite warranty or other coverage by a licensed pest control company?
2 47		Company: Warranty Expiration Date:
		Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)
		Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)
		Any <b>pest</b> control reports in the last 5 years? (If YES, explain below.)
] 🖂		Any <b>pest</b> control reports in the last 5 years? (If YES, explain below.)  Any professional <b>pest</b> control treatments in the last 5 years? (If YES, explain below.)
] M ] M	Comme	Any professional pest control treatments in the last 5 years? (If YES, explain below.)
] M ] M ] M	Comme	Any professional pest control treatments in the last 5 years? (If YES, explain below.)
] [X] ] [X]	Comme	Any professional pest control treatments in the last 5 years? (If YES, explain below.)
	Comme	Any professional pest control treatments in the last 5 years? (If YES, explain below.)



179

180	-	W		Attach all relevant documentation for further explanation, including any and all repair reports.
181	YES	NO	DON'T	SECTION 7
182			KNOW	ENVIRONMENTAL CONDITIONS
183		M	[]	Is the property located in a subdivision with a master drainage plan?
184	[]	[]	[]	If YES, is the property in compliance?
185	[]	M	[]	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
186	[]	M	[]	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
187	N		[]	Do mineral rights convey to buyer? If NO, please define:
188				Groundwater contamination has been detected in several areas in the State of Kansas.
189		M	[]	Are you aware of groundwater contamination or other environmental concerns?
190		[2]	[]	Any reports or records pertaining to groundwater contamination or other environmental concerns?
191		M		Are there any diseased or dead trees and shrubs?
192	L and			our knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
193		M		Asbestos
194		N)	[]	Contaminated soil or water (including drinking water)
195		KI	[]	Landfill or buried materials
196		K		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		<b>K</b> ]		Methane Gas
199		M		Oil sheers in wet areas
200		[X]	[]	Radioactive material
201			[]	Toxic material disposal (solvents, chemicals, etc.)
202		[X]	[]	Underground fuel or chemical storage tanks
203		K)		EMFs (Electro Magnetic Fields)
204		<b>4</b> ()		Urea formaldehyde foam insulation (UFFI)
205			[]	Other: Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment
206	[]	[7]	[]	used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
207 208	la.	M	11	To your knowledge, are any of the above conditions present near your property?
209		lej ment:		To your knowledge, are any or the above conditions present near your property:
210	COM	encerc.	J.	
211	1			
		والما	, , , , , , , ,	
212	VES	NO	DON'T	SECTION 8
213	1.23		KNOW	BOUNDARIES/LAND
214	M	[]	[]	Have you had a survey of the property? (If YES, attach copy if available.)
215	[X]	[]	[]	Are the boundaries of your property marked in any way?
216	M	[]	[]	is there any fencing on the boundaries of the property?
217	[*]	[]	[]	Does fencing belong to the property? If YES, which sides?
218	N	[]	M	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways?
219				(If YES, explain below.)
220	[]	[]	[]	Is the property owner responsible for maintenance of any such shared feature(s)?
221		[]		To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
222		M	[]	To your knowledge, is any portion of the property located in a federally designated flood plain?
223				Do you currently, or have you ever, paid flood insurance for the property?
224	[]	M	[]	To your knowledge, is any portion of the property located in a designated wetlands area?
225	[]	×	[]	Do you know of any of the following items that have occurred on the property or in the immediate area?
226				(Mark all that apply.)
227	1			[ ] EXPANSIVE SOIL [ ] EARTH MOVEMENT
228				[] FILL DIRT  [] SUDDING
229	1			[ ] SLIDING [ ] EARTH STABILITY PROBLEMS
230	Com	mont	F*	[ ] SETTLING
231	COM	ment:	J.	
232 233				
233		_		
234			Rev 12/	/23 SELLER'S INITIALS: Pg 5 of 7 BUYER'S INITIALS: #1004



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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.

		DON'T	SECTION 9			
/ES	NO	KNOW	SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION			
			The law requires that the Seller disclose the existence of special assessments against a property.			
[]	W/	[]	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?			
LJ	Ni	( )	(Refer to relevant tax disclosure - Mark One).			
			[ ] Owner [ ] County [ ] Public Record [ ] Other:			
	[X]	[]	Is the property subject to rules or regulations of an active Homeowner's Association?			
		[]	Annual Dues? Initiation Fee?			
		[]	Homeowner's Association contact information:			
	KJ	[]	is the property subject to a right of first refusal?			
[]	M	[]	And the second s			
			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?			
Offil	ment	5.				
75						
		DON'T	SECTION 10			
ES	NO	KNOW	MISCELLANEOUS			
1	M	f J	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been ma			
	(S)	[]	the property without obtaining required permits?			
	M	[]	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?			
	M	[]	Is the present use of the property a non-conforming use?			
	M	[]	Have there been any insurance claims during the seller's ownership?			
	[]	[]	Were repairs made? If so, explain:			
	PO	[]	Is there any unrepaired damage due to hail, storm, wind, fire or flood?			
	M	[]	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?			
	M	[]	Does a pet(s) reside or has a pet(s) ever resided in or on the property?			
	K)	[]	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?			
A.			Do all window and door treatments remain? If NO, please list:			
			Does any other personal property remain? If YES, please list:			
	[]		boes any other personal property remain. If TES, pease list.			
	K)	[]	Does the property contain any of the following? (Mark all that apply.)			
		[]	[] Swimming Pool [] Spa [] Hot Tub [] Sauna [] Water Feature			
		[]	If YES, are either of the following heated? [] Swimming Pool [] Spa If yes, type of heat?			
	M	()	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?			
. 3	4. 1	( )	Explain:			
1	M	[]	Is the property in a historic, holistic, conservation or special review district, that requires any alterations or			
- 411	141		improvements to the Property, be approved by a board or commission?			
1	M	[]	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or			
. 4	(r 2)		desirability of the property?			
1	M	[]	Are there any transferable warranties on the property or any of its components?			
	ment					
nu	Addie	ional Co	mments For Part II:			
arty I	naan	ional Col	military for Fartili			
		Day 42	/23 SELLER'S INITIALS: Pg 6 of 7 BUYER'S INITIALS: #1004			
		Rev 12,	23 SELLEN S INVITALIS PROOF PROOF PROOF PROOF			



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**BUYER:** 

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#### **SELLER'S ACKNOWLEDGEMENT**

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's

knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the

Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and

291 292 293	releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate brokers and agents and prospective buyers of the property.
294	Seller is occupant: YES [] NO
295 296	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.  SELLER: Seller Sell
297	Date
298	BUYER'S ACKNOWLEDGEMENT AND AGREEMENT
299 300 301 302	1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract with the Seller.
303 304	2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical defects in the property.
305 306 307 308	3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes 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 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at <a href="http://www.kansas.gov/kbi/">http://www.kansas.gov/kbi/</a> or by contacting the local sheriff's office.
309 310 311 312 313	4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by contacting the Metropolitan Area Planning Department.

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Date



Date

#### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Sel	ler's Disclo	osure				
(a)	Presence	of lead-based paint a	and/or lead-base	ed paint hazards (check (i)	or (ii) below):	
	(i)	Known lead-based p (explain).	oaint and/or lead	d-based paint hazards are	present in the housing	
					I paint hazards in the housing.	
(b)	Records a	and reports available	to the seller (ch	eck (i) or (ii) below):		
	(i)			ith all available records and hazards in the housing (l	d reports pertaining to lead- ist documents below).	
	(ii) <u>Bla</u>	Seller has no reports hazards in the hous		aining to lead-based paint	and/or lead-based paint	
Pu	rchaser's A	Acknowledgment (in	itial)			
(c)		Purchaser has receive	ed copies of all	information listed above.		
(d)	•					
(e)	Purchase	r has (check (i) or (ii) l	pelow):			
	(i)	received a 10-day or ment or inspection f	pportunity (or mo	utually agreed upon period of lead-based paint and/o	d) to conduct a risk assess- r lead-based paint hazards; or	
	(ii)	waived the opportule lead-based paint an		a risk assessment or inspe paint hazards.	ction for the presence of	
Ag	ent's Ackn	owledgment (initial)				
(f) •	Die	Agent has informed aware of his/her res		seller's obligations under sure compliance.	42 U.S.C. 4852d and is	
Cei	rtification	of Accuracy				
The	following Smation th	parties have reviewed ey have provided is tru	the information al e and accurate.	bove and certify, to the best	of their knowledge, that the	
10	Wer I	negord	12-4-24			
Sel	ler	10	Date	Seller	Date	
Pur	chaser	92	Date 12-4-7-1	Purchaser	Date	
Ag	ent		Date	Agent	Date	



# WATER WELL INSPECTION REQUIREMENTS

Property Address: 491 NW 70 Ave. & 83+/- Acres - Kingman, KS 67068

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.

OOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation Drinking Other _	
Location of Well: NORTH OF HOUSE	
OOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES	No
If yes, what type? Septic Lagoon	
Location of Lagoon/Septic Access: SO UTH OF House	38
Blie Smyspord Owner/Seller	/2-424 Date
Owner/Seller	Date
Buyer	Date
Buyer	Date

## **GROUNDWATER / ENVIRONMENTAL ADDENDUM**

1 2	THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.
3	Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.
5 6	The parties are proposing the sale and purchase of certain property, commonly known as:  491 NW 70 Ave. & 83+/- Acres - Kingman, KS 67068
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	Seller has no knowledge of groundwater contamination or other environmental concerns;
11 12	or Known groundwater contamination or other environmental concerns are:
13	Kilowii groundwater containination of other environmental concerns are.
14	
15	(b) Records and reports in possession of Seller (initial one):
16	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
25	Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and
26	accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that
27	Buyer has reviewed Seller's responses and any records and reports furnished by Seller.
28	Delle 41 legera 12-4-24
29	Seller Date Buyer Date
30 31	Seller Date Buyer Date
<b>J</b>	Date Dayer Date

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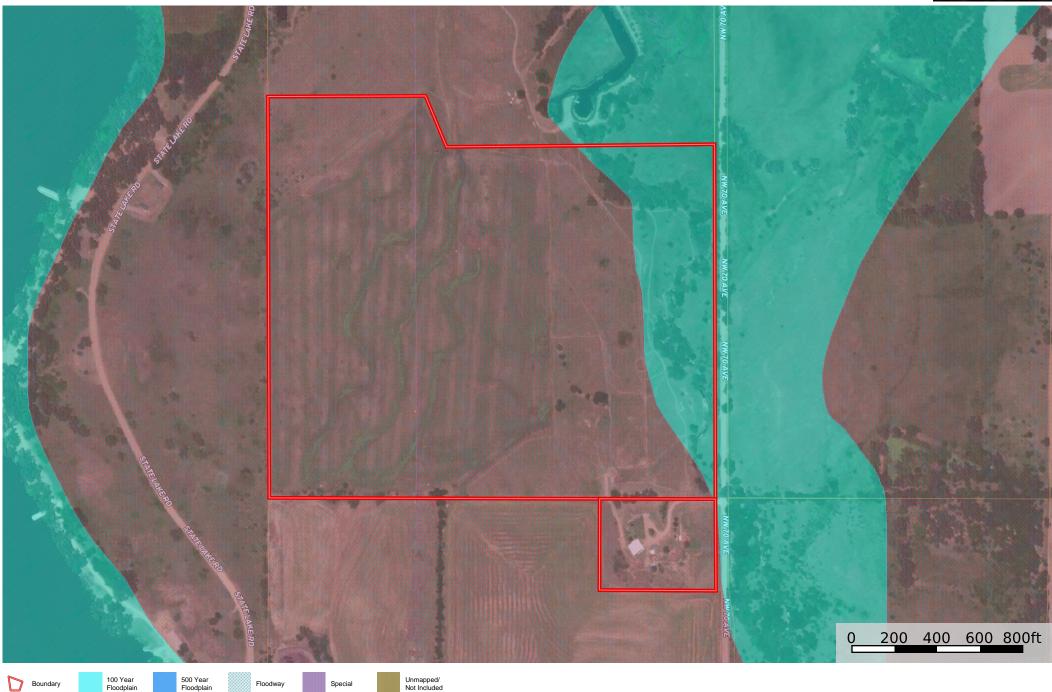
491 NW 70 Ave & 83+/- Acres, Kingman, KS 67068 - Zoning RR Rural Residential & A1 General Ag









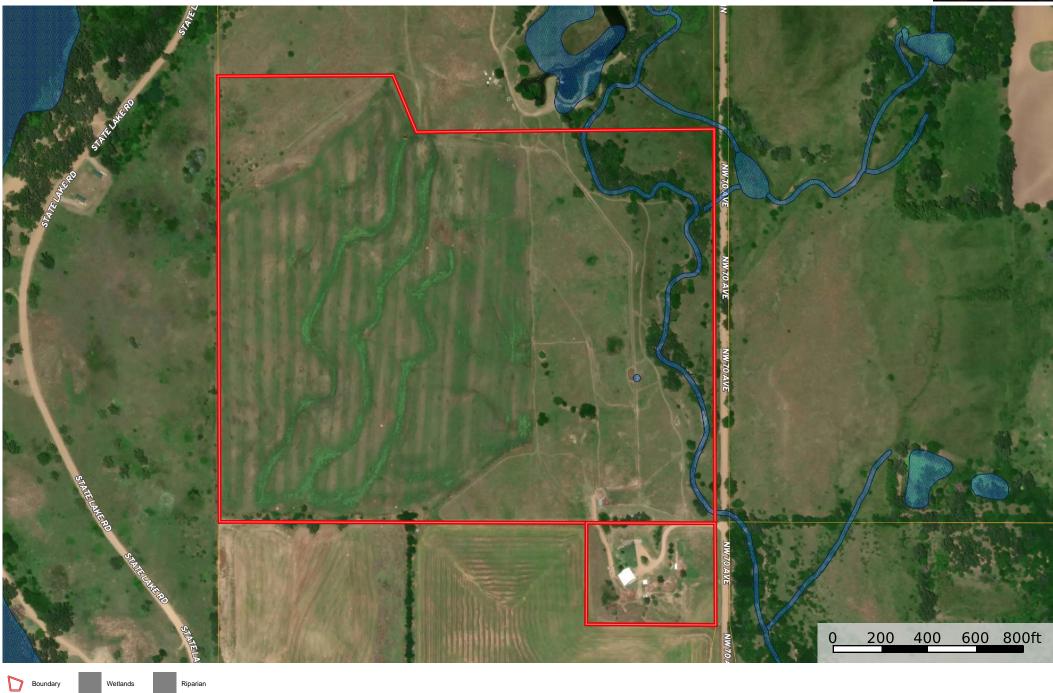




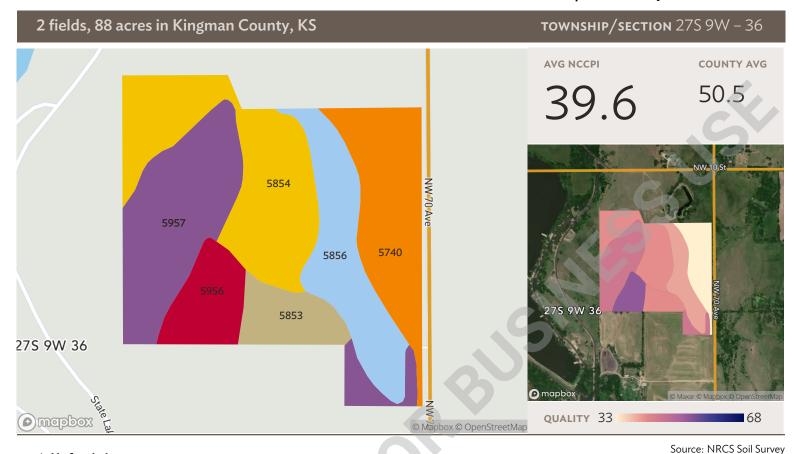












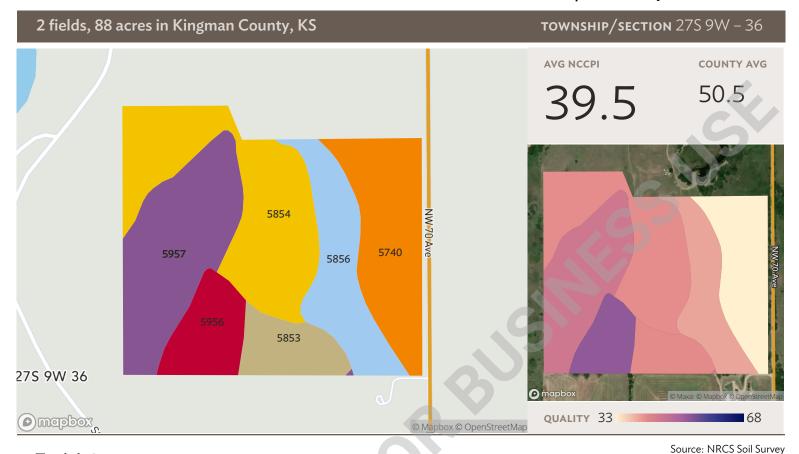
# All fields

88 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES PER	CENTAGE OF FIELD	SOIL CLASS	NCCPI
5854	Albion sandy loam, 3 to 6 percent slopes	22.89	25.9%	3	Upgrade
5957	Shellabarger sandy loam, 3 to 6 percent slopes	21.58	24.4%	2	Upgrade
5740	Dillwyn-Plevna complex, occasionally flooded	16.04	18.1%	4	Upgrade
5856	Albion sandy loam, 6 to 15 percent slopes	14.66	16.6%	6	Upgrade
5956	Shellabarger sandy loam, 1 to 3 percent slopes	7.05	8.0%	2	Upgrade
5853	Albion sandy loam, 1 to 3 percent slopes	6.14	6.9%	3	Upgrade
		88.36			Upgrade

subscription.





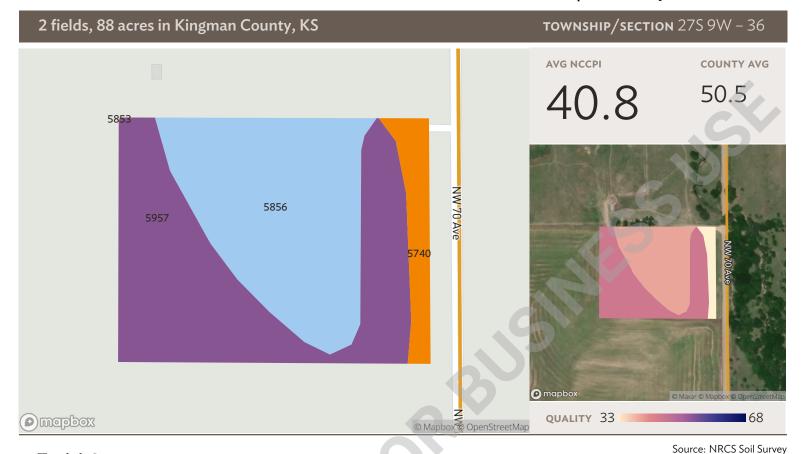
## Field 1

83 ac.

SOIL	SOIL DESCRIPTION	ACRES PERC	CENTAGE OF	SOIL	NCCPI
CODE			FIELD	CLASS	
5854	Albion sandy loam, 3 to 6 percent slopes	22.89	27.6%	3	Upgrade
5957	Shellabarger sandy loam, 3 to 6 percent slopes	19.05	22.9%	2	Upgrade
5740	Dillwyn-Plevna complex, occasionally flooded	15.62	18.8%	4	Upgrade
5856	Albion sandy loam, 6 to 15 percent slopes	12.29	14.8%	6	Upgrade
5956	Shellabarger sandy loam, 1 to 3 percent slopes	7.05	8.5%	2	Upgrade
5853	Albion sandy loam, 1 to 3 percent slopes	6.14	7.4%	3	Upgrade
		83.03			Upgrade

subscription.





## Field 2

5 ac.

	SOIL	SOIL DESCRIPTION	ACRES PER	CENTAGE OF	SOIL	NCCPI
	CODE			FIELD	CLASS	
•	5957	Shellabarger sandy loam, 3 to 6 percent slopes	2.53	47.5%	2	Upgrade
	5856	Albion sandy loam, 6 to 15 percent slopes	2.37	44.5%	6	Upgrade
	5740	Dillwyn-Plevna complex, occasionally flooded	0.42	7.9%	4	Upgrade
	5853	Albion sandy loam, 1 to 3 percent slopes	0.00	0.0%	3	Upgrade
			5.32			Upgrade

subscription.



#### 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)







