

PROPERTY INFORMATION PACKET

THE DETAILS



4200 S. Meridian Ave | Wichita, KS 67217

AUCTION: Thursday, February 6th @ 12:00 PM

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



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



Table of Contents

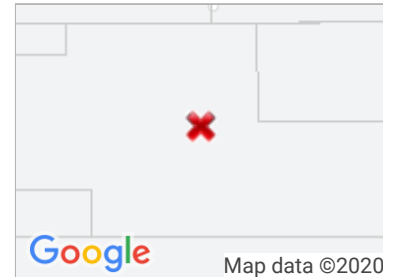
PROPERTY DETAIL PAGE
SELLERS PROPERTY DISCLOSURE
WATER WELL ORDINANCE
GROUNDWATER ADDENDUM
SECURITY 1 ST TITLE WIRE FRAUD ALERT
AVERAGE UTILITIES
PUD SPECIAL PURPOSE & OVERLAY ZONING DISTRICTS
ZONING MAP
FLOOD ZONE MAP
AERIAL MAP
UTILITY MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

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.

STANDARD



MLS # 576023
Status Active
Contingency Reason
Property Type Business Opportunity
Address 4200 S MERIDIAN AVE
Address 2
City Wichita
State KS
Zip 67217
County Sedgwick
Area 223
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 2
Picture Count 23



GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
Showing Phone	1-800-301-2055	VOW: Allow 3rd Party Comm	Yes
Sale/Lease		Virtual Tour Y/N	
Building Size SqFt	10,001 - 20,000		
Number of Acres	14.74		
Zoning	Industrial Park		
Parcel ID	20173-214-18-0-23-00-001.01		
# of Stories	1		
Apx Gross Building SqFt	12,000.00		
Apx Net Rentable SqFt	12,000.00		
Apx Min Available SqFt	12,000.00		
Apx Max Contiguous SqFt	12,000.00		
Apx Vacant SqFt	12,000.00		
Land SqFt	641,916.00		
Present Use of Bldg	Sports		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	2014		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	SW1/4 NW1/4 EXC S 20AC & EXC BEG 658.24 FT N SW COR E 290.4 FT W 150 FT W 290.4 FT S TO BEG & EXC MO		

DIRECTIONS

Directions W. MacArthur Rd. & S. Meridian Ave - South to property.

FEATURES

LOADING DOCK None	ROOF Other/See Remarks	OWNER PAID EXPENSES External Building Repairs	DOCUMENTS ON FILE Aerial Photos
RAIL None	UTILITIES AVAILABLE Gas	Electricity	Ground Water Addendum
OVERHEAD DOORS 1	Electric	Gas	Photographs
12 Ft or More Clearance	Septic Tank	Internal Building Repairs	Sellers Prop. Disclosure
PARKING Parking Lot	Water Well	Janitorial	OWNERSHIP Corporate
Parking Over 25	FLOORS Other/See Remarks	Mechanical Repairs	SHOWING INSTRUCTIONS Call Showing #
ROAD FRONTAGE City Arterial	HEATING Forced Air	Property Insurance	LOCKBOX Combination
LOCATION Freestanding	Gas	Real Estate Taxes	TYPE OF LISTING Excl Right w/o Reserve
	COOLING Central Air	Sewer	AGENT TYPE
		Site Maintenance	
		Trash	
		Water	
		ELECTRICAL	

FEATURES

Other/See Remarks	Electric	110 Volt	Sellers Agent
CONSTRUCTION	TENANT PAID EXPENSES	MISCELLANEOUS FEATURES	FLOOD INSURANCE
Metal Fabricate	None	Owner Storage	Unknown
SIDEWALL HEIGHT		PROPOSED FINANCING	POSSESSION
17 Ft to 20 Ft		Other/See Remarks	At Closing
		TERMS OF LEASE	
		No Leases	

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$13,672.15
General Tax Year	2019
Special Taxes	6.71
Special Tax Year	2019
Special Balance	6.71
Gross Income	
Earnest \$ Deposited With	Security 1st Title

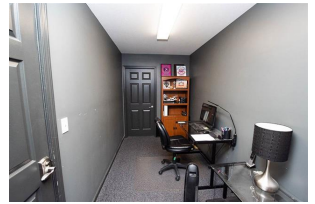
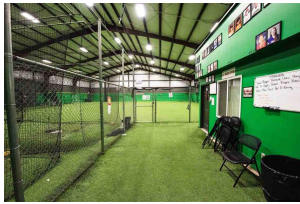
MARKETING REMARKS

Marketing Remarks This property is offered by Megan McCurdy-Niedens with McCurdy Auction, LLC. Office: 316-683-0612 Email: mniedens@mccurdyauction.com ONSITE REAL ESTATE AUCTION ON THURSDAY, FEBRUARY 6TH, 2020 At 12:00 PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. Great investment opportunity to purchase a 12,000 square foot industrial building on almost 15 acres! This property is located near the the corner of MacArthur and Meridian. Currently being used for Impact Sports with 2 baseball fields. 12,000 Sq.Ft. building 37' peak ceiling 20' outside wall height 1 overhead 12x14 door 1 man door on front of building 2 office spaces 1 bathroom loft/mezzanine space HVAC (2) 200 amp panels to the building (1) 100 amp panel for the well and rest of property on almost 15 acres Has a water well but opportunity to hook up to city water Parking lot with 100 spaces High traffic count Less than a mile from the Southlakes Soccer Complex and Quick Trip Close to I-235 HWY, I-35 and kellogg Currently zoned for Special use *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. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$20,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	2/6/2020
Auction Location	ONSITE	1 - Open Start Time	11:00 AM
Auction Offering	Real Estate Only	1 - Open End Time	12:00 PM
Auction Date	2/6/2020		
Auction Start Time	12:00 PM		
Auction End Time			
Broker Registration Req	Yes		
Broker Reg Deadline	02/05/2020 by 5:00 PM		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	20,000.00		

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 2020 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

SELLER:

IMPACT SPORTS LLC, Jason & Julie Ward

DATE:

PROPERTY ADDRESS:

4200 S. Meridian Ave - Wichita, KS 67217

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 INDEMNIFICATION 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.

[Signature]
SELLER'S INITIALS

JW
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: 6 years
2. Appropriate date that SELLER acquired the Property: 2013
3. Does the SELLER currently occupy the Property?

A. If No, has the SELLER ever occupied the Property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property?

A. Mortgage payments?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B. Property taxes?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. Special assessments?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
D. Other: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. What is the current zoning of the Property?
Residential with P.U.D. To allow, sports, recreation, assembly on the Property
6. Are you aware of:

A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. Any violation of laws or regulations affecting the Property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D. Any existing or threatened legal action pertaining to the Property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
E. Any litigation or settlement pertaining to the Property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F. Any current or future special assessments pertaining to the Property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
G. Any other conditions that may materially and adversely affect the value or desirability of the Property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
H. Any other condition that may prevent you from completing the sale of the Property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

I. Any leases on the Property?

☐ Yes ☒ No

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?

☐ Yes ☒ No

K. Any construction, landscaping or surveying done on the Property within the last six months?

☐ Yes ☒ No

L. Any additions, alterations, repairs or structural modifications made without the necessary permits?

☐ Yes ☒ No

M. Any nuisance or other problems originating within the general vicinity of the Property?

☐ Yes ☒ No

N. Any notices of nuisance abatement, citations or investigations regarding the Property?

☐ Yes ☒ No

O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?

☐ Yes ☒ No

P. Any public authority contemplating condemnation proceedings?

☐ Yes ☒ No

Q. Any government rule limiting the future use of the Property other than existing zoning regulations?

☐ Yes ☒ No

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?

☐ Yes ☒ No

S. Any interest in all or part of the Property that has been reserved by the previous owner?

☐ Yes ☒ No

T. Any unrecorded interests affecting the Property?

☐ Yes ☒ No

U. Anything that would interfere in passing clear title to the BUYER?

☐ Yes ☒ No

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?

☐ Yes ☒ No

A. If Yes, what was the date of the occurrence?: _____

2. Have there been any repairs to the roof, flashing or rain gutters?

☐ Yes ☒ No

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?

☐ Yes ☒ No

4. Are there any structural problems with the Property?

☐ Yes ☒ No

5. Is there any exposed wiring presently in any structures on the Property?

☐ Yes ☒ No

6. Are there any windows or doors that leak or have broken seals?

☐ Yes ☒ No

7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation?

☐ Yes ☒ No

A. If Yes, is the Property currently under warranty?

☐ Yes ☒ No

B. 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 ☒ No

B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?

☐ Yes ☒ No

C. Water leakage or dampness in the Property?

☐ Yes ☒ No

D. Dry rot, wood rot or similar conditions on the wood of the Property?

☐ Yes ☒ No

E. Problems with driveways, fences, patios or retaining walls on the Property?

☐ Yes ☒ No

F. Any failure of the Property to comply with the Americans with Disabilities Act?

☐ 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 here:
All fencing around Ball fields, Cedar Fence south of building belong to Property. Fencing along home north side and fence around drainage reserve not part of property
9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☐ Public Water ☐ Private Water ☒ Well ☐ Cistern ☐ 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 water 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
3. Does the Property have air conditioning? ☒ Yes ☐ No
 - A. If Yes, please specify: ☒ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
4. Does the Property have a water heater? ☒ Yes ☐ No
 - A. If Yes, please specify: ☒ Electric ☐ 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:

6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

1. 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)? ☐ Yes ☒ No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? ☐ Yes ☒ No
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? ☐ Yes ☒ No
4. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
5. Have any other environmental inspections or tests been conducted on the Property? ☒ Yes ☐ No
6. Are you aware of any aboveground or underground storage tanks on this Property? ☒ Yes ☐ No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

*Perk test performed before installation of Septic System
Wells were inspected when installed*

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:


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

	NOT INCLUDED	WORKING	NOT WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Lawn sprinkler(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Air conditioning – window units	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Security gate(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Air purifier system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Security system(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dock leveler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Smoke detector(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Elevator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Wiring system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Exhaust fans – Bathrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Fire alarm(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- 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.
- 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 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 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.
- 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 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.


 SELLER'S SIGNATURE _____ DATE 12/30/19
Authentisign
Jodi Wenzel, Member
 SELLER'S SIGNATURE _____ DATE _____

BUYER'S SIGNATURE _____ DATE _____
 BUYER'S SIGNATURE _____ DATE _____



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 4200 S. Meridian Ave - Wichita, KS 67217

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

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐


If yes, what type? Irrigation ☐ Drinking ☒ Other ☐

Location of Well: 2 Wells - NW corner of Bldg Irrigation SE of Bldg

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES ☒ NO ☐

If yes, what type? Septic ☒ Lagoon ☐

Location of Lagoon/Septic Access: East of Building


Owner
Authentisign
Jodi Wenzel, Member
Owner
12/30/2019 3:20:27 PM CST

Managing Member

12/23/19
Date
12/30/2019
Date

ADDENDUM _____ (Groundwater)

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:
4200 S. Meridian Ave - Wichita, KS 67217

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

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

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

[jw] ✓ Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

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

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

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

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

Seller [Signature] Date 12/23/19
Jodi Wenzel, Member 12/30/2019
Seller 12/30/2019 3:20:37 PM CST

Buyer _____	Date _____
Buyer _____	Date _____

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations.



Security 1st Title

File #:

Property Address:

4200 S. Meridian Ave

Wichita, KS 67217

WIRE FRAUD ALERT

IMPORTANT! 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 RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer

Seller

Authentisign

Jodi Wenzel, Member

12/30/2019 3:20:49 PM CST

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>



- ~~(3) **Minimum Front Setback:** No minimum~~
- ~~(4) **Minimum Rear Setback:** No minimum~~
- ~~(5) **Minimum Interior Side Setback:** No minimum~~
- ~~(6) **Minimum Street Side Setback:** No minimum~~
- ~~(7) **Maximum Height:** No maximum~~

- ~~e. **Special AFB District regulations.** No special regulations apply in the AFB District.~~

C. SPECIAL PURPOSE AND OVERLAY ZONING DISTRICTS

1. PUD Planned Unit Development District (“PUD”)

- a. **Purpose.** The Planned Unit Development (“PUD”) zoning District is a special purpose zoning district that is intended to encourage innovative land planning and design and avoid the monotony sometimes associated with large developments by:
 - (1) reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
 - (2) allowing greater freedom in selecting the means to provide access, light, open space and design amenities;
 - (3) promoting quality urban design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations and land uses; and
 - (4) allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this Code.
- b. **Initiation and method of adoption.** An application for PUD approval shall be submitted in accordance with Sec. V-C of this Code.
- c. **Uses and development standards.**
 - (1) **Permitted Uses.** Any Use may be permitted within the PUD zoning District, provided that it is consistent with the purposes of this Code and the approved PUD plan.
 - (2) **Development intensity.** The total number of Dwelling Units and level of nonresidential Development allowed within a PUD shall not exceed the level that can be adequately served by public facilities. To provide information on the capacity of Streets and other facilities serving a PUD, the Director may require the applicant to conduct a traffic impact study or other

infrastructure capacity analyses to provide information on the Development's expected impacts on existing and planned facilities.

- (3) **Other zoning standards and regulations.** The following otherwise applicable zoning standards and regulations may be varied or modified as part of the PUD plan approval and rezoning process, subject to the limitations imposed by Sec. III-C.1.c(2): Lot Area, Building Height, Setbacks, Open Space, off-street Parking and Loading Space, Sign, Screening, Landscaping and compatibility standards.

~~2. CUP Community Unit Plan Overlay District ("CUP")~~

- a. **~~Purpose.~~** ~~The Community Unit Plan ("CUP") Overlay District is intended to provide well planned and well organized Developments for residential Uses of varying densities and for office, commercial, industrial and/or mixed Uses that are held under unified control at the time of initial approval. It is intended to protect the public safety, convenience, health and general welfare through standards and provisions that establish requirements as to Lot coverage, Building Height, Setback and Screening that permit review of the size, shape and location of such facilities with due regard to the tract as a whole so as to ensure the development of facilities with proper ingress and egress, Parking, drainage facilities, Screening, sign control, environmental control and other requirements and amenities. The character of the Development should be appropriate to the neighborhood and conditions and safeguards should be provided to ensure that the development will minimize any diminution, if any, in value of surrounding property. Two types of CUP regulations are set out in this section: nonresidential and residential. Additionally, a unified Nonresidential and Residential CUP can be developed so long as it adheres to the CUP requirements of Secs. III C.2.b and III C.2.c.~~

- b. **~~Nonresidential CUPs.~~** ~~The following nonresidential CUP regulations shall apply to development or construction on Sites with a Contiguous area of six acres or more that are held under unified control at the time of initial approval and that are now or hereafter zoned either LC or GC, or a combination thereof. If a nonresidential project is zoned LC or GC in combination with a P O, Protective Overlay District, compliance with the nonresidential CUP regulations of this section shall not be mandatory. At the property Owner's discretion, the nonresidential CUP regulations may also be applied to Sites that are less than six acres in size that are under unified control at the time of initial approval and that are now or hereafter zoned either LC or GC, and on lands of any size that are now or hereafter zoned either NO, GO, NR, CBD, OW, IP, LI, GI or U or a combination thereof.~~

- (1) **~~Permitted Uses and Structures.~~** ~~The following Uses and Structures may be allowed as part of a nonresidential CUP:~~

- (a) ~~all Permitted and Conditional Uses in the zoning classification in which the Development is proposed, subject to all applicable site development regulations such as, but not limited to, Supplementary Use Regulations and Special District Regulations.~~

4200 S. Meridian Ave, Wichita, KS 67217

Zoning - PUD Planted Unit Development



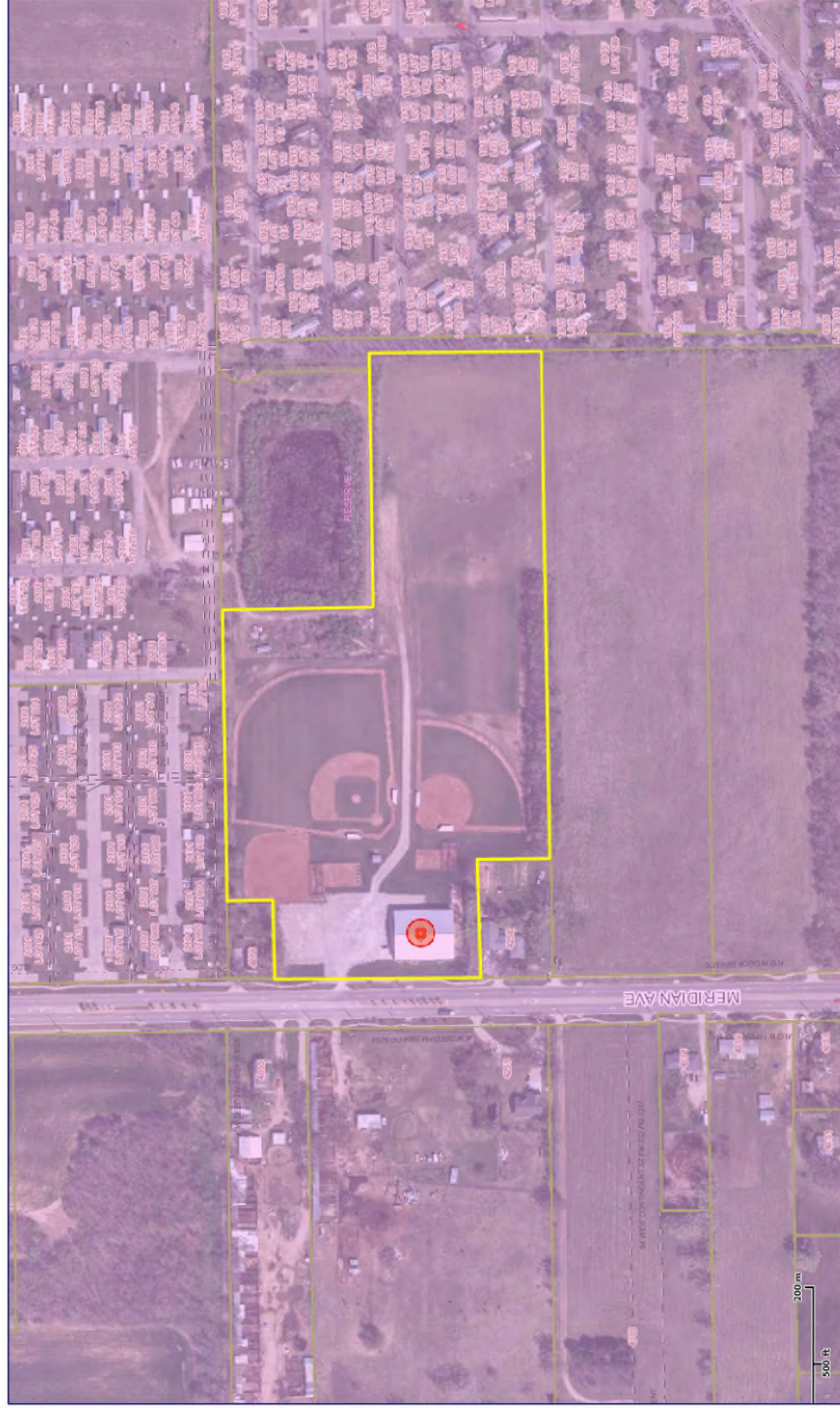
Geographic Information Services
Sedgwick County...
working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Fri Dec 6 16:56:40 GMT-0600 2019

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agrees to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

4200 S. Meridian Ave, Wichita, KS 67217

Flood Zone



DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SGIS), for purposes of the road centerline file, participating agencies, and information users, shall not be liable for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

File Dec 6 16:56:40 GMT-0600 2019

Geographic Information Services
 Division of Information & Operations
www.sedgwickcounty.org/gis
 525 N. Main, Suite 212, Wichita, KS 67203
 Tel: 316.660.9290 Fax: 316.262.1174



Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood Hazard



A



AE



AE

AE, FLOODWAY



AE, FLOODWAY



AH



AO



AO



AO

X - Area of Special Consideration



X



X



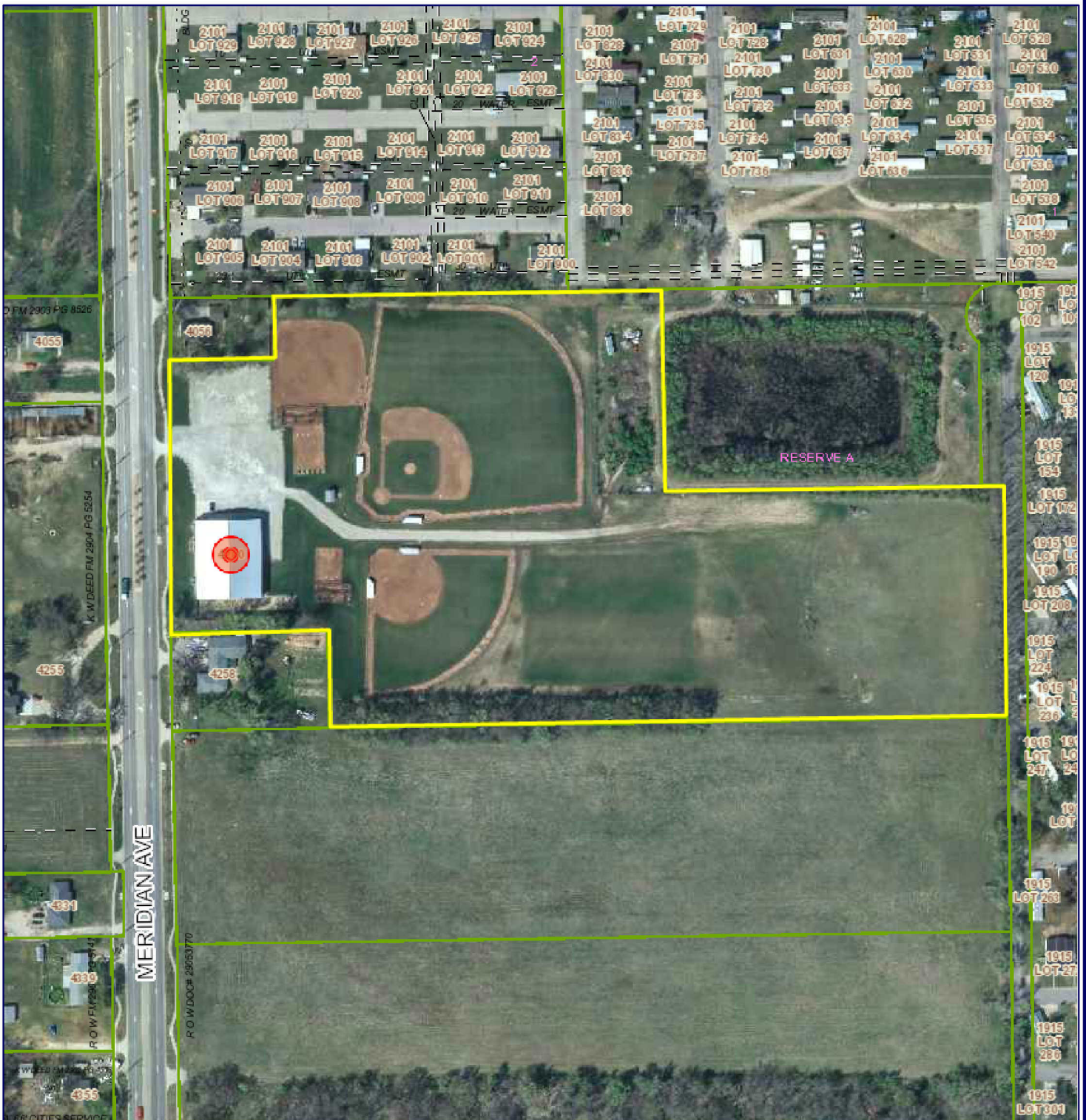
X

Area Not Included



4200 S. Meridian Ave, Wichita, KS 67217

Aerial



Geographic Information Services

Sedgwick County...
working for you

Geographic Information Services

Division of Information & Operations

www.sedgwickcounty.org/gis

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

Tel: 316.660.9290 Fax: 316.262.1174

Fri Dec 6 16:56:40 GMT-0600 2019

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.



4200 S. Meridian Ave. - Wichita, KS 67217



Legend

- Storm Structures
 - Manhole
 - Inlet
 - Outfall
 - Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Parcels
- Andover Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 2,400



TERMS AND CONDITIONS

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

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

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

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

