

PROPERTY INFORMATION PACKET

THE DETAILS



**2.72 +/- Acres at Mount Vernon Rd. & Woodlawn Blvd. |
Wichita, KS 67218**

AUCTION: Wednesday, February 26th @ 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



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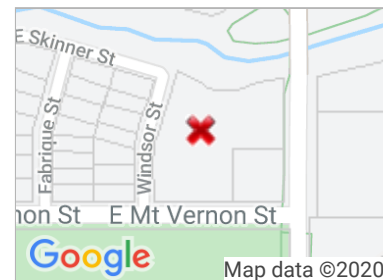
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer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

STANDARD



MLS # 576243
Class Land
Property Type Vacant Lot
County Sedgwick
Area 510
Address 2.72 Acres at Mount Vernon Rd. & Woodlawn Blvd.
Address 2
City Wichita
State KS
Zip 67218
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 2



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - 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
Showing Phone	1-800-301-2055	Display Address	Yes
Zoning Usage	Commercial	VOW: Allow AVM	Yes
Parcel ID	20173-127-36-0-14-08-001.00	VOW: Allow 3rd Party Comm	Yes
Number of Acres	2.72	Sub-Agent Comm	0
Lot Size/SqFt	118484	Buyer-Broker Comm	3
School District	Wichita School District (USD 259)	Transact Broker Comm	3
Elementary School	Allen	Variable Comm	Non-Variable
Middle School	Curtis	Virtual Tour Y/N	No
High School	Southeast		
Subdivision	OTHER		
Legal	LOT 1 EXC E 160 FT S 160 FT EXC PT DEEDED FOR ST EASTWOOD PARK ADD		

DIRECTIONS

Directions Harry & Woodlawn - South to property.

FEATURES

SHAPE / LOCATION Irregular Corner	IMPROVEMENTS None	FLOOD INSURANCE Unknown	AGENT TYPE Sellers Agent
TOPOGRAPHIC Level	OUTBUILDINGS None	SALE OPTIONS None	OWNERSHIP Corporate
PRESENT USAGE None/Vacant	MISCELLANEOUS FEATURES None	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE City	DOCUMENTS ON FILE Aerial Photos Ground Water Addendum Photographs	POSSESSION At Closing	BUILDER OPTIONS Open Builder
UTILITIES AVAILABLE Public Water Public Sewer		SHOWING INSTRUCTIONS Call Showing #	
		LOCKBOX None	

FINANCIAL

Assumable Y/N	No
General Taxes	\$410.64
General Tax Year	2019
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Earnest \$ Deposited With	Security 1st Title

MARKETING REMARKS

Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-683-0612 Email: bmccurdy@mccurdyauction.com. THIS PROPERTY IS SELLING AT A MULTI-PROPERTY AUCTION CONDUCTED OFF-SITE AT 170 W. DEWEY ON FEBRUARY 26TH AT 12:00 P.M. DOORS OPEN AT 11:00 AM FOR REGISTRATION OR PRE-REGISTER ONLINE. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. NO MINIMUM, NO RESERVE!!! This property is selling with clear title at closing and no back taxes. Property previews available. Vacant 2.72 +/- acres lot located off Mount Vernon Rd. and Woodlawn, with great visibility from Woodlawn. This lot is zoned Neighborhood Retail with Airport Overlay. DISCLOSURES This land is located in the Airport Overlay Zoning District. Please see the list of prohibited uses below from Sedgwick County. A-O II-N and A-O II-S. All Uses allowed within the Underlying base District shall be similarly allowed in the A -O II-N and A-O II-S Districts, except for the following list of prohibited Uses: (a) Residential Uses (b) Hotel or Motel or Recreational Vehicle Campground (c) Restaurant, Taverns and Drinking Establishment, Sexually Oriented Business and Nightclub (d) Retail food stores with gross Floor Area exceeding 3,000 square feet (e) Hospital, Nursing Facility or Funeral Home (f) Day Care Center, Correctional Placement Residence and Day Re-reporting Center (g) University or College, Elementary, Middle, and High School, Vocational School, Government service, Library, museum (h) Church or Place of Worship and related facilities (i) Correctional facility (j) All Indoor/Outdoor Recreation and Entertainment, Auditorium or Stadium, Parks and Recreation, or Community Assembly uses that would attract more than 25 spectators and/or participants per acre at any one time (k) Mobile Food Unit in the City *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$20,000.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	
Auction Location	170 W. Dewey - Wichita	1 - Open Start Time	
Auction Offering	Real Estate Only	1 - Open End Time	
Auction Date	2/26/2020		
Auction Start Time	12:00 PM		
Broker Registration Req	Yes		
Broker Reg Deadline	5:00 PM 02/25/2020		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	20,000.00		

TERMS OF SALE

Terms of Sale

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.



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 2.72 Acre Lot On Mount Vernon Rd & Woodlawn Blvd - Wichita, KS

67218

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: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Bridget Linnert ECP
Owner

12/13/19
Date

Owner

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:
2.72 Acre Lot On Mount Vernon Rd & Woodlawn Blvd - Wichita, KS 67218

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):

BLS
☒ 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):

BLS
☒ 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.

<u><i>Shelly L. Lauer</i></u>	<u>12/13/19</u>		
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	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 #:

Woodlawn Blvd

Property Address:

2.72 Acre Lot On Mount Vernon Rd &
Wichita, KS 67218

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 *[Signature]*
B. Smith, Inc

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>

AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: _____ (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	_____	_____
Water & Sewer:	_____	_____
Gas Propane:	_____	_____
<p>If propane, is tank owned or leased? Owned Leased</p> <p style="margin-left: 40px;"><i>If leased, please provide company name and monthly lease amount:</i></p> <p>_____</p>		

Appliances that Transfer:	Refrigerator?	Yes	No	Washer?	Yes	No
	Dishwasher?	Yes	No	Dryer?	Yes	No
	Stove/Oven?	Yes	No	Other?	_____	
	Microwave?	Yes	No	_____		

Homeowners Association: Yes No

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? _____

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Nikki San Roman**
Email: **nsanroman@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2344554**

Report Effective Date: **December 17, 2019, at 7:30 a.m.**

Property Address: **Vacant Lot, Wichita, KS 67218**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Builders, Inc., a Kansas corporation

2. The Land referred to in this Report is described as follows:

Lot 1, EXCEPT beginning at the Southeast corner of Lot 1; thence West along the South line of Lot 1 a distance of 160 feet; thence N00°00'00"E for a distance of 160 feet; thence S89°53'00"E to the East line of Lot 1; thence South along the East line of Lot 1 to the point of beginning and EXCEPT that part deeded for street, all in Eastwood Park Addition, Wichita, Sedgwick County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land

Any questions regarding this report should be directed to: **Nikki San Roman**

Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Case No. 19 CV 2529; Builders, Inc., Plaintiff, (Kurt A. Holmes, 316.267.6711, attorney) -vs- We Build Empires LLC dba Anytime Fitness, et al, Defendants; Petition filed December 12, 2019; PENDING; we require:**

No requirement made provided no cross-claim filed prior to closing; We reserve the right to make any additional requirements we deem necessary.

6. **If the proposed transaction does not represent a sale or lease of substantially all of the assets of Builders, Inc., we require a Board of Directors Resolution authorizing such action.**

NOTE: For a sale or lease of substantially all of the assets, furnish a certified copy of evidence of the approval thereof by the affirmative vote of the holders of at least a majority of the outstanding stock of the corporation entitled to vote thereon.

7. **File a Warranty Deed from Builders, Inc., a Kansas corporation to Buyer TBD.**
8. **Recording Fees and Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

Any questions regarding this report should be directed to: **Nikki San Roman**
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. The lien of the General Taxes for the year **2019**, and thereafter.

Any questions regarding this report should be directed to: **Nikki San Roman**
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

- 8. General taxes and special assessments for the fiscal year 2019 in the original amount of \$410.64.
First Installment: \$205.32, PAID
Second Installment: \$205.32, Due, but not delinquent if paid by May 11, 2020
Property I.D. # C-44584
PIN #00191444**
- 9. The following matters which are shown on or disclosed by the recorded plat referred to in the legal description: building setback lines, easements and access controls.**
- 10. Easements, if any, for public utilities installed in, under, or upon the vacated Skinner Street adjacent to the North of subject property prior to the vacation thereof, and for which no notice appears in the Official Records.**
- 11. Covenants, conditions, restrictions, easements and assessments contained in Restrictive Covenant filed on Film 691, Page 1044.**
- 12. Terms and provisions contained in the document entitled "Avigational Easement" filed on Film 691, Page 1054.**
- 13. Terms and provisions contained in the documents entitled "Lot Split" filed on Film 1399, Page 1323 and on Film 1417, Page 687.**
- 14. A Grant of Right of Way, recorded on Film 1468, Page 1232.
In favor of: Kansas Gas and Electric Company
Affects: Part of subject property.**
- 15. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of certificates filed on Film 1399, Page 1295 and Film 1399, Page 1297 and in the form of a resolution filed on Film 1420, Page 1372.**



Security 1st Title

Any questions regarding this report should be directed to: **Nikki San Roman**
Phone: **316-293-1625**, Email: **nsanroman@security1st.com**

Dated: **December 17, 2019, at 7:30 a.m.**

SECURITY 1ST TITLE

By: *Glenn B. Edwards*

LICENSED ABTRACTER

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION)
)
 OF)
)
 Skinner Street as platted adjacent)
 to Block G in replat of Builders)
 Eighth Addition to Wichita, Kansas)
)

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT }
2:30 PM }
MAY 5 1983 }
NO. 6 29450 }
BETTE F. McCART }
REGISTER OF DEEDS }

VACATION ORDER

Lat Kettler
Deputy

Now on this 4th day of May, 1983, at 9:00 a.m. comes on for hearing the petition filed herein praying for the vacation of the following described street.

Skinner Street as platted adjacent
to Block G in replat of Builders
Eighth Addition to Wichita, Kansas.

the said petitioner being represented by Alexander L. Dean.

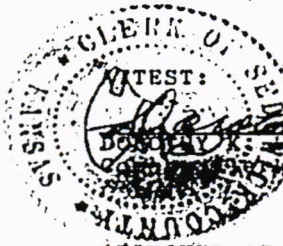
WHEREUPON, it is shown that proper notice has been given by publication in the DAILY RECORD, a newspaper printed in the State of Kansas and being published in and for general circulation in Sedgwick County, Kansas, the first publication being made on the 13th day of APRIL, 1983 and proper proof of such publication being filed herein. The Board being advised in the premises finds that such notice is in due legal form and conforms to K.S.A. 1970 Supp. 12-504.

THEREAFTER, the matter is presented to the Board and the Board finds that no private rights will be injured or endangered by such vacation and that the public will suffer no loss or inconvenience thereby, and that in justice to the petitioner his prayer should be granted and that no written objections have been filed hereto with the County Clerk.

6.00 County Clerk
Ganille Hoffman

The Board further finds that the Governing Body of the City of Wichita, by Ordinance No. 38-140, at its regular meeting held on the 14th day of January, 1982, recommended and approved the vacation of the above described portion of utility easement.

IT IS THEREFORE BY THE BOARD OF COUNTY COMMISSIONERS, in regular session duly assembled, ordered that the above described portion of utility easement is hereby vacated subject, however, to the retention of an easement over the entire vacated right-of-way for all public utilities, drainage and maintenance.



TEST:

Donna K. White
DONNA K. WHITE

APPROVED AS TO FORM:

Richard A. Euson
RICHARD A. EUSON
Assistant County Counselor

Jack Spratt
JACK SPRATT, Chairman

Tom Scott
TOM SCOTT, Commissioner

Donald E. Gragg
DONALD E. GRAGG, Commissioner

RESTRICTIVE COVENANT

Approved by Board of Commissioners
this DEC 1 1984

RESTRICTIVE COVENANT AFFECTING Eastwood Park ADDITION

THIS DECLARATION made this 25th day of September by
Builders, Inc., hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is owner of Eastwood Park
Addition to, which property
is located near McCormell AFB and is accordingly
subject to considerable noise from the operation of aircraft, and
is exposed at times to aircraft noise which may infringe upon a
resident's enjoyment of property and may, depending upon the degree
of accoustical treatment of the dwelling, affect his health and/or
well being, and

WHEREAS, the City of Wichita in connection with approval of
the plat of said addition considers it to be in the public interest
to require any buildings constructed on said addition to be designed
and constructed giving proper consideration to noise pollution in
the area:

NOW THEREFORE, Grantor, hereby declares that Eastwood Park
Addition, shall be and the same is subjected to the following re-
strictive covenant, to-wit:

Any building constructed on the premises
shall be so designed and constructed as
to minimize noise pollution in any such
structure, giving due consideration to
the use for which such structure is de-
signed and built. This covenant is for
the benefit of said property and shall
run with the land and shall inure to the
benefit of and pass with said property
and shall apply to and bind the successors
in interest and any owner thereof.

EXECUTED the date and year first above written.

Builders, Inc.

Alexander L. Dean Exec. Vice-Pres.
Alexander L. Dean

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
NOV 1 1984
7 18126

NOV 1 1984
7 18126

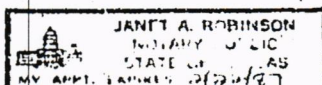
NO.
BETTE F. McCART
REGISTER OF DEEDS

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the
County and State aforesaid came Alexander L. Dean, Exec. Vice-Pres.
of Builders, Inc.

to me personally known to be the same person(s) who executed the
foregoing instrument of writing and said person(s) duly acknowledged
the execution thereof.

Dated at Wichita, Kansas, this 25th day of September, 1984.



Janet A. Robinson
Notary Public
Janet A. Robinson

(SEAL)
(My Appointment expires February 22, 1987)

691 1054

AVIGATIONAL EASEMENT

Approved by Board of Commissioners
OCT 10 1984

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Builders, Inc.

does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lot 1, Eastwood Park Addition, Wichita, Kansas.

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantor has signed these presents this 25th day of September, 1984.

Builders, Inc.

Alexander L. Dean Exec. Vice-Pres.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT

NOV 1 1984
NO. 7 18133
BETTE F. MCCART
REGISTER OF DEEDS

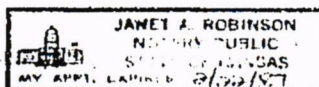
STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid came Alexander L. Dean, Exec. Vice-Pres. of Builders, Inc.

to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas this 25th day of September, 1984.

(SEAL).



Janet A. Robinson
Notary Public
Janet A. Robinson

(My Appointment expires February 22, 1987)

5.00

Peter Clark

Δ=18'28"
R=244.40'
CH: N80°46'E
L=78.77'

LEGAL DESCRIPTION

TRACT "A"

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, EASTWOOD PARK ADDITION, THENCE WEST ALONG THE SOUTH LINE OF LOT 1, EASTWOOD PARK ADDITION A DISTANCE OF 160 FEET, THENCE N00°00'00"E FOR A DISTANCE OF 170 FEET, THENCE S89°53'00"E TO THE EAST LINE OF LOT 1, EASTWOOD PARK ADDITION, THENCE SOUTH ALONG THE EAST LINE OF LOT 1, EASTWOOD PARK ADDITION TO THE POINT OF BEGINNING ALL IN WICHITA, SEDGWICK COUNTY, KANSAS

TRACT "B"

LOT 1, EASTWOOD PARK ADDITION, EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, EASTWOOD PARK ADDITION, THENCE WEST ALONG THE SOUTH LINE OF LOT 1, EASTWOOD PARK ADDITION, A DISTANCE OF 160 FEET, THENCE N00°00'00"E FOR A DISTANCE OF 170 FEET, THENCE S89°53'00"E TO THE EAST LINE OF LOT 1, EASTWOOD PARK ADDITION, THENCE SOUTH ALONG THE EAST LINE OF LOT 1, EASTWOOD PARK ADDITION TO THE POINT OF BEGINNING ALL IN WICHITA, SEDGWICK COUNTY, KANSAS

SCALE: 1" = 100'

UTILITY, DRAINAGE,
MAINTENANCE ACCESS ESMT.
HERBY OIL COMPANY ESMT.
MISC 302, PG. 293

COMPLETE ACCESS CONTROL

ACCESS CONTROL EXCEPT
1 OPENING

ACCESS CONTROL EXCEPT
1 OPENING

COMPLETE ACCESS CONTROL

E. CORNER OF LOT 1
EASTWOOD PARK ADDITION

E. CORNER NE 1/4
C. 36-27S-1E

STATE OF KANSAS } SS
SEDCWICK COUNTY }
FILED IN RECORD AT

8:00 AM

DEC 13 1993 1342171

PAT KETTLER
REGISTER OF DEEDS

AVIGATIONAL ESMT. AND RESTRICTIVE COVENANT
RECORDED, FM. 691, PG. 1054 AND
FM. 691, PG. 1044.



**EASTWOOD PARK
ADDITION
TRACTS
A & B**

MID-KANSAS ENGINEERING CONSULTANTS INC.
3500 NORTH ROCK ROAD
BUILDING #800
WICHITA, KANSAS 67226

(316) 636-5566

Drawn by G.A.
Check by RSB
Reviewed by G.A.
Date 8/93
Job No.

Sheet 1
of 1

Δ=08°45'55"
R=278.90'
CH: S83°21'28"E
L=42.75'

Δ=49°30' FILE 1417 PAGE 687
R=149.56'
CH: S83°43'E
L=129.21'

60.5' N71°32'E

48' S58°58'E

SKINNER

50' UTIL
& MAINT
50' DER
BOOK M

75' COMP

ACCESS
FOR 1

ACCESS CONTROL EXCEPT
FOR 1 OPENING

Δ=16°09'
R=221.94'
CH: N08°02'E
L=62.56'

15' DERBY OIL
COMPANY ESMT.
BOOK MISC 302
PG 293

TRACT "B"
AREA =
122,125.10 SF

TRACT "A"
AREA =
25,000.05 SF

WOODLAWN BLVD.

ACCESS
FOR

40' COMP

S.E.
EAST

S.E.
SEC

WINDSOR ROAD

MT. VERNON ROAD

ACCESS CONTROL EXCEPT
FOR 1 OPENING

40' COMPLETE
ACCESS CONTROL

10'
STREET DEDICATION

ACCESS CONTROL EXCEPT
FOR 1 OPENING

City of Wichita)
Sedgwick County)
State of Kansas)

L/S No. **0873**
Copy 1 of 4

I, Marvin S. Krout, Director of Planning, Wichita-Sedgwick
County Metropolitan Area Planning Department, do hereby
certify that under the Authority granted in the Subdivision
Rules and Regulations that the lot split to which this stamp
is affixed has been approved.

Given under my hand and seal, this 27th day of

December, 1993.

Marvin S. Krout
Marvin S. Krout



8.00
A

City Clerk

Δ=18'28"
R=244.40'
CH: N80°46'E
L=78.77'

FILM 1417 PAGE 1688

LEGAL DESCRIPTION

TRACT "A"

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, EASTWOOD PARK ADDITION, THENCE WEST ALONG THE SOUTH LINE OF LOT 1, EASTWOOD PARK ADDITION A DISTANCE OF 160 FEET, THENCE N00°00'00"E FOR A DISTANCE OF 170 FEET, THENCE S89°53'00"E TO THE EAST LINE OF LOT 1, EASTWOOD PARK ADDITION, THENCE SOUTH ALONG THE EAST LINE OF LOT 1, EASTWOOD PARK ADDITION TO THE POINT OF BEGINNING ALL IN WICHITA, SEDGWICK COUNTY, KANSAS

TRACT "B"

LOT 1, EASTWOOD PARK ADDITION, EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, EASTWOOD PARK ADDITION, THENCE WEST ALONG THE SOUTH LINE OF LOT 1, EASTWOOD PARK ADDITION, A DISTANCE OF 160 FEET, THENCE N00°00'00"E FOR A DISTANCE OF 170 FEET, THENCE S89°53'00"E TO THE EAST LINE OF LOT 1, EASTWOOD PARK ADDITION, THENCE SOUTH ALONG THE EAST LINE OF LOT 1, EASTWOOD PARK ADDITION TO THE POINT OF BEGINNING ALL IN WICHITA, SEDGWICK COUNTY, KANSAS

SCALE: 1" = 100'

STATE OF KANSAS } SS
SEDGWICK COUNTY }
FILED FOR RECORD AT
8:00 a.m.

FEB 494 1357699

PAT KETTLER
REGISTER OF DEEDS

*Lydia Hernandez
Deputy*

NOTE

THIS LOT SPLIT SUPERSEDES L/S. 0892
APPROVED 10/21/93 AND RECORDED ON
FILM 1399 AT PAGES 1323 AND 1324.

AVIGATIONAL ESMT. AND RESTRICTIVE COVENANT
RECORDED. FM. 691, PG. 1054 AND
FM. 691, PG. 1044.



**EASTWOOD PARK
ADDITION
TRACTS
A & B**

MID-KANSAS ENGINEERING CONSULTANTS INC.
3500 NORTH ROCK ROAD
BUILDING #500
WICHITA, KANSAS 67226

(316) 636-5566

Drawn by G.A.
Checked by RSB
Designed by G.A.
Date 12/93

Sheet 1
1

262150027 2907

262150027 2907

29450

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto KANSAS GAS AND ELECTRIC COMPANY, (Grantee), its successors, assigns, and lessees the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of Kansas, and described as follows:

A ten (10) foot easement being five (5) feet right and left of the following described line:
Beginning at a point on the South line of Lot 1, EASTWOOD PARK ADDITION that is 165 feet West of the Southeast corner of said Lot 1, thence North parallel with the East line of said Lot 1 a distance of 160 feet

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

Western Resources
Box 889
Jopok. Zs. 66601

614

29450

WITNESS the hand of the Grantor this 18th day of February, 1994

BUILDER'S INC.

BY: Bradley K. Smisor
Bradley K. Smisor, Vice President

ATTEST: Elton Parsons
Elton Parsons

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
8-00 AM

AUG 16 1994
1403244

NO. PAT KETTLER
REGISTER OF DEEDS

Ed Bess
Deputy

CORPORATE ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF Sedgwick)

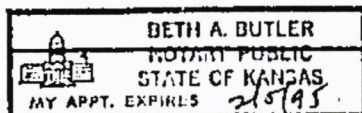
On this 18th day of February, 1994, before me, a Notary Public in and for said County and State aforesaid, personally appeared Bradley K. Smisor and Elton Parsons to me personally known, being by me duly sworn, did say that the said Bradley K. Smisor is the Vice President and said Elton Parsons is the Secretary of BUILDER'S INC., the corporation that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in the name and on behalf of said corporation by authority of its Board of Directors, and said Vice President and Elton Parsons acknowledge said instrument to be the free and voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.

Beth A. Butler
Notary Public

Beth A. Butler

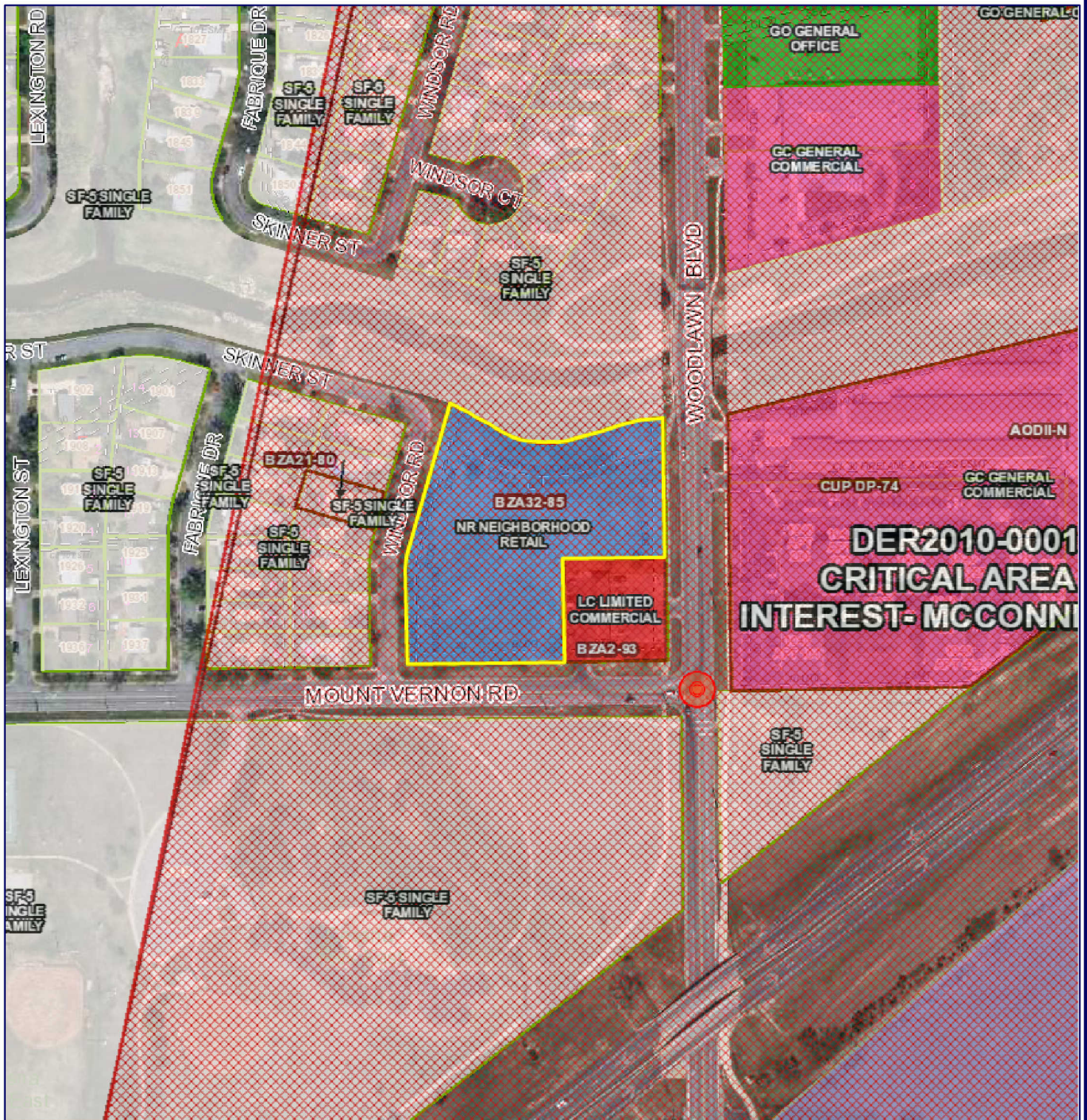
My Appointment Expires:



200

2.72 Acre Lot- Mt Vernon & Woodlawn, Wichita, KS 67218

Zoning Map- NR



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
Thu Oct 31 08:04:40 GMT-0500 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.

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood H

A

A

AE

AE,

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X - Area of Special Consideration

X AREA OF SPECIAL CONSIDER

X

X,

Area Not Included

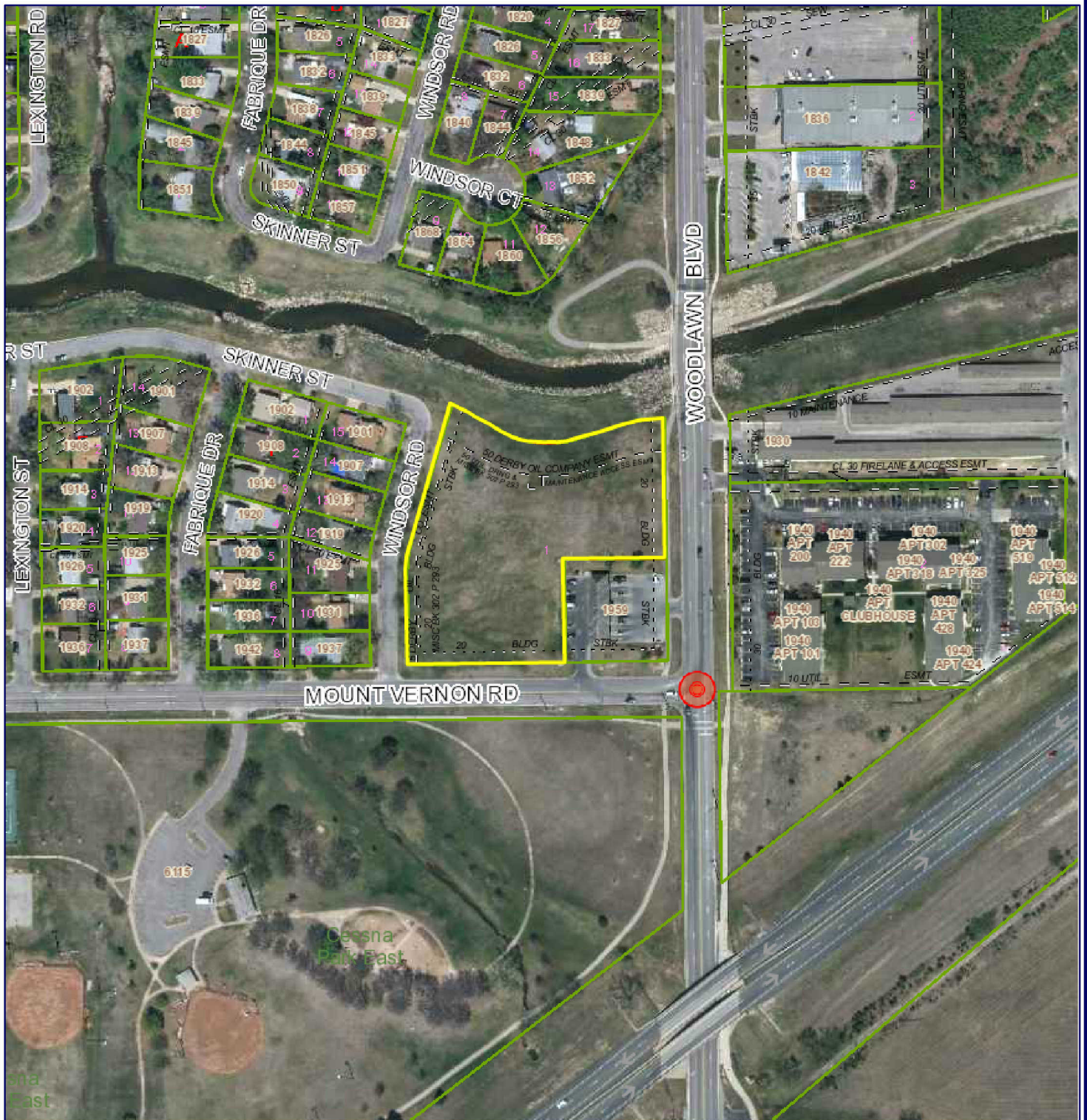
2.72 Acre Lot- Mt Vernon & Woodlawn, Wichita, KS 67218

Flood Map



2.72 Acre Lot- Mt Vernon & Woodlawn, Wichita, KS 67218

Aerial



Geographic Information Services

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2.72 Acre Lot- Mt Vernon & Woodlawn, Wichita, KS 67218- Utility Map



Legend

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

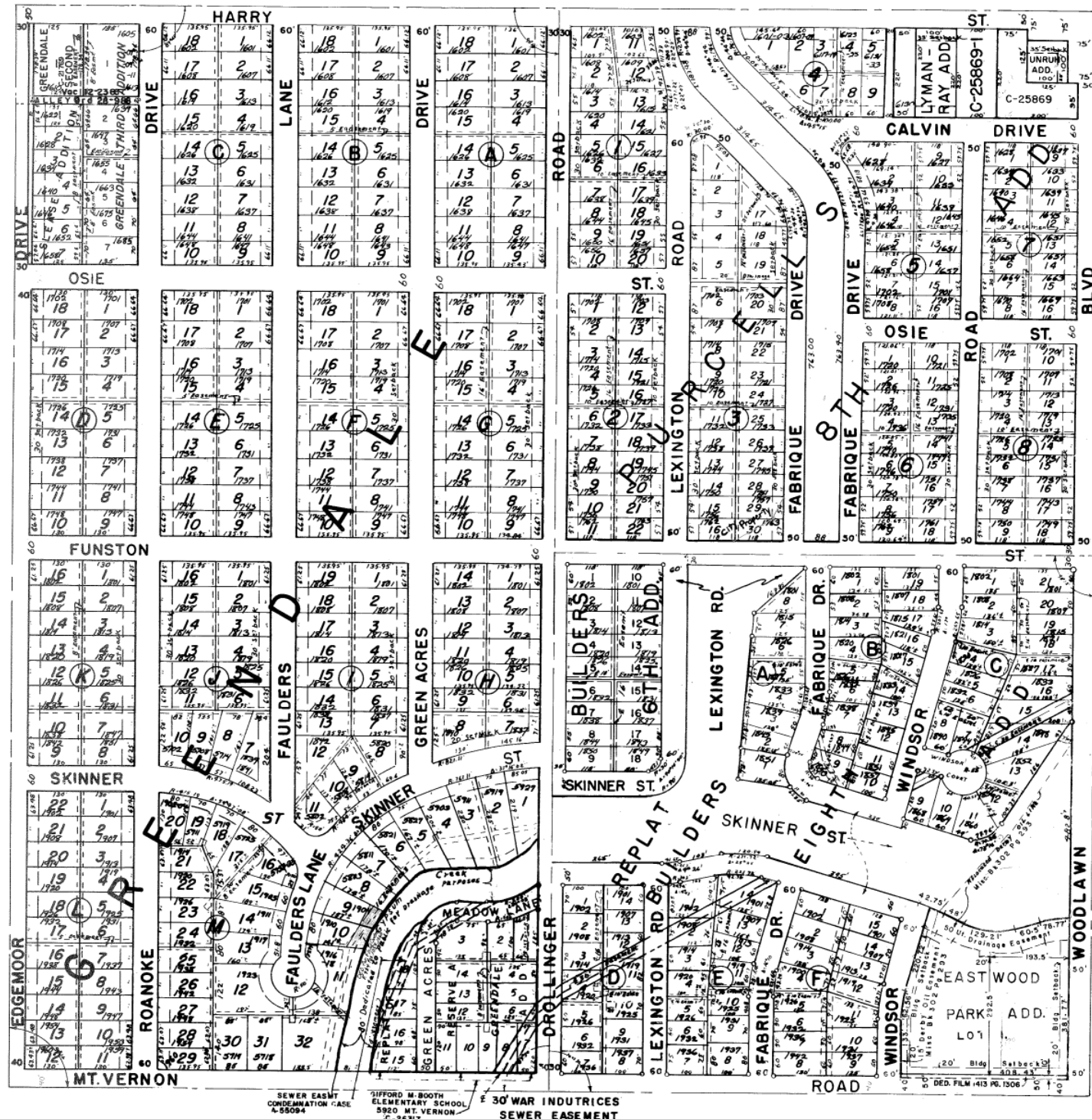
1: 2,400



N.E. ¼ SEC. 36. TWP. 27 R. 1 E.

SEE FILE NO. 3472 FOR VACATION
PROCEEDINGS AFFECTING E & N ¼
UNDER DATE OF 10-25-54

WI
141



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*)

