

PROPERTY INFORMATION PACKET | THE DETAILS



19 Maple St. | Chetopa, KS 67336

AUCTION: BIDDING OPENS: Tues, Jan 14th @ 2:00 PM

BIDDING CLOSING: Thurs, Jan 23rd @ 2:10 PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION



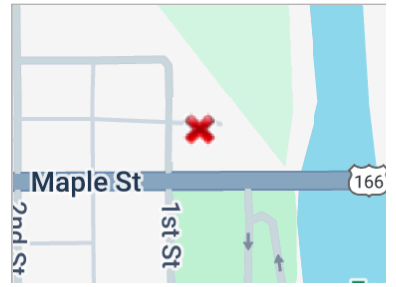
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MLS



MLS # 648718
Status Active
Contingency Reason
Property Type Commercial Service
Address 19 Maple St.
Address 2
City Chetopa
State KS
Zip 67336
County Labette
Area SCKMLS
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 2
Picture Count 36



GENERAL

List Agent - Agent Name and Phone	Andrew Jones - CELL: 316-323-2790	List Date	12/10/2024
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone	Braden McCurdy - OFF: 316-683-0612	Display on Public Websites	Yes
Co-List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Display Address	Yes
Showing Phone	888-874-0581	VOW: Allow AVM	Yes
Sale/Lease		VOW: Allow 3rd Party Comm	Yes
Building Size SqFt	5,001 - 10,000	Virtual Tour Y/N	
Number of Acres	2.75	Days On Market	8
Zoning	See Remarks	Cumulative DOM	8
Parcel ID	050-207-35-1-30-10-004.00-0	Cumulative DOMLS	
# of Stories	1	Input Date	12/18/2024 2:20 PM
Apx Gross Building SqFt	6,000.00	Update Date	12/18/2024
Apx Net Rentable SqFt		Off Market Date	
Apx Min Available SqFt	6,000.00	Status Date	12/18/2024
Apx Max Contiguous SqFt	6,000.00	HotSheet Date	12/18/2024
Apx Vacant SqFt	6,000.00	Price Date	12/18/2024
Land SqFt	119,980.00		
Present Use of Bldg	Processing		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	1967		
Subdivision			
Legal			

DIRECTIONS

Directions Chetopa - Corner of Maple & 1st. On Highway 166 between Joplin and Coffeyville. Approximately 45 minutes to each.

FEATURES

LOADING DOCK None	ROOF Metal	OWNER PAID EXPENSES Electricity Gas Property Insurance Real Estate Taxes Sewer Site Maintenance Trash Water	DOCUMENTS ON FILE Aerial Photos
RAIL None	UTILITIES AVAILABLE Gas Electric City Water City Sewer	ELECTRICAL 110 Volt Three Phase	OWNERSHIP Individual
OVERHEAD DOORS 1	FLOORS Concrete Slab Tile	MISCELLANEOUS FEATURES Security Systems Smoke Heat Detector Underground Tank	SHOWING INSTRUCTIONS Call Showing #
PARKING Parking Lot Parking Over 25	HEATING Forced Air Gas		LOCKBOX Combination
ROAD FRONTAGE City Arterial Highway	COOLING Central Air Electric		TYPE OF LISTING Excl Right w/o Reserve
LOCATION Corner Lot Freestanding Office Warehouse			AGENT TYPE Sellers Agent
			FLOOD INSURANCE Unknown
			POSSESSION At Closing

FEATURES**CONSTRUCTION**

Metal Fabricate

TENANT PAID EXPENSES

None

PROPOSED FINANCING

Other/See Remarks

SIDEWALL HEIGHT

14 Ft to 16 Ft

TERMS OF LEASE

No Leases

FINANCIAL**Assumable Y/N**

No

With Financing**Value Land****Value Improved**

0

General Property Taxes

\$7,352.86

General Tax Year

2023

Special Taxes

0.00

Special Tax Year

2023

Special Balance

0.00

Gross Income**Earnest \$ Deposited With** Security 1st Title**PUBLIC REMARKS**

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, January 14th, 2025 at 2 PM (cst) | BIDDING CLOSING: Thursday, January 23rd, 2025 at 2:10 (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. WOW! Check out this business opportunity with this 6,000+/- SF multi-purpose building on 2.75+/- acres right on the Neosho river across from some of the best fishing (spoonbill and catfish) in the Midwest. You won't believe the Spring season right across the street from your front doors of this multi-purpose building. Currently this building is being used by River Market which primarily focuses on meat processing but the business opportunities are plentiful here as its formerly been a convenience store, restaurant and outdoor bait/tackle store. With all the extensive hunting and fishing nearby this could make a nice lodge as its a free-span metal building which would lend itself to an easy re-configuration. The gas pumps have been removed but the tanks are still in the ground and the monitoring case is closed by KDHE (see additional document download section for that letter from KDHE). The current configuration of this metal building is about 60% setup for a convenience store/restaurant/office and two bathrooms all with central heating and air conditioning. The balance of the building is indoor warehouse (approx. 2,800 square feet) open space with an overhead door for access on the north side of the building. Seller has not had any leaking with the metal roof. Given the lot size, semi access is able to be accomodated. The built-in walk-in cooler remains but the large freestanding walk-in freezer is available by separate purchase. Updated hot water tank in 2020. Camera system remains. Water filtration system remains. Alarm system equipment remains and Buyer would need to resume monitoring expense should they desire. Range hood remains. Some abandoned personal property remains. This offering is for the real estate only. Excluded are (walk-in freezer, signs, animal mounts, store inventory, televisions, ice machines, tanks, all restaurant/food plant equipment, shelving, tables, outside concrete blocks and personal property are excluded. Personal property items may be negotiated for following the purchase of the Real Estate. Former restaurant equipment and supplies are still onsite in storage and available as part of the personal property purchase. Also available by separate purchase is a custom built one year old USDA grade stainless smoker (Old Hickory brand) which is extremely rare and only available by custom order. This offering is for the real estate only. Excluded are (walk-in freezer, signs, animal mounts, store inventory, televisions, ice machines, tanks, all restaurant/food plant equipment, shelving, tables, outside concrete blocks and personal property are excluded. Personal property items may be negotiated for following the purchase of the Real Estate. Former restaurant equipment and supplies are still onsite in storage and available as part of the personal property purchase. Also available by separate purchase is a custom built one year old USDA grade stainless smoker (Old Hickory brand) which is extremel

*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. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by 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 of \$15,000.

MARKETING REMARKS**Marketing Remarks****AUCTION****Type of Auction Sale**

Reserve

1 - Open for Preview**Method of Auction**

Online Only

1 - Open/Preview Date**Auction Location**

mccurdy.com

1 - Open Start Time**Auction Offering**

Real Estate Only

1 - Open End Time**Auction Date**

1/14/2025

2 - Open for Preview**Auction Start Time**

2pm

2 - Open/Preview Date**Broker Registration Req**

Yes

2 - Open Start Time**Broker Reg Deadline**

01/22/2025 @ 5pm

2 - Open End Time**Buyer Premium Y/N**

Yes

3 - Open for Preview**Premium Amount**

0.10

3 - Open/Preview Date**Earnest Money Y/N**

Yes

3 - Open Start Time**Earnest Amount %/\$**

15,000.00

3 - Open End Time**TERMS OF SALE****Terms of Sale** See terms and conditions

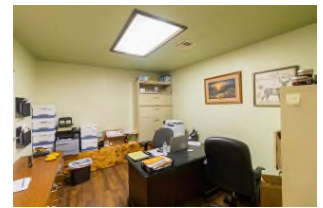
PERSONAL PROPERTY

Personal Property

SOLD

- How Sold
- Sale Price
- Net Sold Price
- Pending Date
- Closing Date
- Short Sale Y/N
- Seller Paid Loan Asst.
- Previously Listed Y/N
- Includes Lot Y/N
- Sold at Auction Y/N
- Selling Agent - Agent Name and Phone
- Selling Office - Office Name and Phone
- Co-Selling Agent - Agent Name and Phone
- Co-Selling Office - Office Name and Phone
- Appraiser Name
- Non-Mbr Appr Name

ADDITIONAL PICTURES





DISCLAIMER

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

TERMS AND CONDITIONS

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

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; easements; covenants; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has had an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.
5. There will be a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
6. The Real Estate is not offered contingent upon financing or appraisal.
7. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the Real Estate assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
18. McCurdy reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full

responsibility for any use of their online bidding account. In the event that Bidder believes that their account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.

21. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy nor any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
22. The ability to "pre-bid" or to place a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.



COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

SELLER: Timothy & Chelsea Burnham
 DATE: 12-9-24
 PROPERTY ADDRESS: 19 Maple St. - Chetopa, KS 67336

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.

TR CD
 SELLER'S INITIALS SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

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

2. BUYER'S INSTRUCTIONS:

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

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

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

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

- 1. Approximate age of the Property: _____
- 2. Appropriate date that SELLER acquired the Property: July 2022
- 3. Does the SELLER currently occupy the Property? Yes No
 - A. If No, has the SELLER ever occupied the Property? Yes No
- 4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
 - A. Mortgage payments? Yes No
 - B. Property taxes? Yes No
 - C. Special assessments? Yes No
 - D. Other: _____ Yes No
- 5. What is the current zoning of the Property? _____

- 6. Are you aware of:
 - A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? Yes No
 - B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? Yes No
 - C. Any violation of laws or regulations affecting the Property? Yes No
 - D. Any existing or threatened legal action pertaining to the Property? Yes No
 - E. Any litigation or settlement pertaining to the Property? Yes No
 - F. Any current or future special assessments pertaining to the Property? Yes No
 - G. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes No
 - H. Any other condition that may prevent you from completing the sale of the Property? Yes 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?: rain gutters need repaired

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?
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?
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:

The city has an easement on the north side of the property. This easement is so they can access the river water intake for city water.

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?
If Yes, please explain: Yes No

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:

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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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 12-9-2024

 SELLER'S SIGNATURE _____ DATE 12-9-24

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



WATER WELL INSPECTION REQUIREMENTS

Property Address: 19 Maple St. - Chetopa, KS 67336

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

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

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

DOES THE PROPERTY HAVE A WELL? 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: _____

Authentisign
 12/10/2024
 Owner/Seller _____ Date

Authentisign
 12/10/2024
 Owner/Seller _____ Date

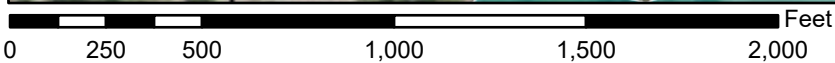
Buyer _____ Date

Buyer _____ Date

National Flood Hazard Layer FIRMMette



95°5'15"W 37°2'28"N



1:6,000

95°4'38"W 37°2'N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | | |
|------------------------------------|--|--|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE)
<i>Zone A, V, A99</i> |
| | | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i> |
| | | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
| | | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i> |
| | | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i> |
| | | Area with Flood Risk due to Levee <i>Zone D</i> |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i> |
| | | Effective LOMRs |
| | | Area of Undetermined Flood Hazard <i>Zone D</i> |
| GENERAL STRUCTURES | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | 17.5 |
| | | Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| | | Profile Baseline |
| | | Hydrographic Feature |
| MAP PANELS | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |
| | | The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location. |



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/18/2024 at 7:18 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



1ST ST

1ST ST

166

166

MAPLE ST

166

0 50 100 150 200ft

Boundary

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

