

830 & 828 N. Kansas Ave. | Topeka, KS 66608

AUCTION: BIDDING OPENS: Tues, May 19th @ 2:00 PM
BIDDING CLOSING: Wed, May 27th @ 2:15 PM

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



McCurdy
REAL ESTATE & AUCTION



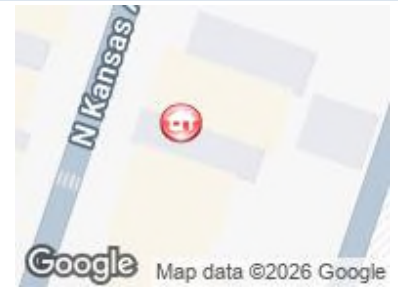
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MLS



MLS # 671974
Status Active
Contingency Reason
Property Type Restaurant
Address 830 & 828 N Kansas Ave.
Address 2
City Topeka
State KS
Zip 66608
County Shawnee
Area SCKMLS
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 1
Picture Count 36



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	4/20/2026
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	Tyus Becker - Cell: 785-512-0066	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	10,001 - 20,000	Virtual Tour Y/N	
Number of Acres	0.30	Days On Market	7
Zoning	Central Bus Dis	Cumulative DOM	7
Parcel ID	0891032902037009.000	Cumulative DOMLS	
# of Stories	2	Input Date	4/27/2026 1:23 PM
Apx Gross Building SqFt	17,885.00	Update Date	4/27/2026
Apx Net Rentable SqFt	17,885.00	Off Market Date	
Apx Min Available SqFt	17,885.00	Status Date	4/27/2026
Apx Max Contiguous SqFt	17,885.00	HotSheet Date	4/27/2026
Apx Vacant SqFt	17,885.00	Price Date	4/27/2026
Land SqFt	13,125.00		
Present Use of Bldg	Vacant		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	1920		
Subdivision			
Legal			

DIRECTIONS

Directions (Topeka) Morse & Quincy - South on Quincy, West on Laurent, South on Kansas to Property

FEATURES

<p>LOADING DOCK Potential</p> <p>RAIL None</p> <p>OVERHEAD DOORS 2 10 Ft Clearance</p> <p>PARKING Street Parking</p> <p>ROAD FRONTAGE City Arterial</p> <p>LOCATION Central Business District</p> <p>CONSTRUCTION All Brick</p> <p>SIDEWALL HEIGHT Over 20 Ft</p>	<p>FLOORS Carpet Concrete Slab Tile Wood</p> <p>HEATING Forced Air Gas</p> <p>COOLING Central Air Electric</p> <p>TENANT PAID EXPENSES None</p> <p>OWNER PAID EXPENSES External Building Repairs Electricity Gas</p>	<p>ELECTRICAL 220 Volt Three Phase</p> <p>MISCELLANEOUS FEATURES Fire Alarm Wet Sprinkler System</p> <p>PROPOSED FINANCING Other/See Remarks</p> <p>TERMS OF LEASE No Leases</p> <p>DOCUMENTS ON FILE Other/See Remarks</p> <p>OWNERSHIP Corporate</p> <p>SHOWING INSTRUCTIONS Call Showing #</p> <p>LOCKBOX</p>	<p>AGENT TYPE Sellers Agent</p> <p>FLOOD INSURANCE Unknown</p> <p>POSSESSION At Closing</p> <p>SPECIAL FEATURES/HANDICAP Other</p> <p>CEILING HEIGHT Varied Heights</p> <p>PRESENT USE Restaurant</p> <p>POSSIBLE USE Barber/Beauty Professional/Office Retail Warehouse</p>
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FEATURES

ROOF	Internal Building Repairs	Combination	Professional Service
Flat Roof	Janitorial	TYPE OF LISTING	Education/School
UTILITIES AVAILABLE	Mechanical Repairs	Excl Right w/o Reserve	Recreation
Gas	Personal Property Tax		Restaurant
Electric	Property Insurance		Other
City Water	Real Estate Taxes		
City Sewer	Sewer		
	Site Maintenance		
	Trash		
	Water		
	Other/See Remarks		

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$20,646.64
General Tax Year	2025
Special Taxes	0.00
Special Tax Year	2025
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, May 19th, 2026 at 2 PM (cst) | BIDDING CLOSING: Wednesday, May 27th, 2026 at 2:15 PM (cst). Bidding will remain open on this property until 90 seconds have passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! Two-Building Commercial Opportunity in Topeka's NOTO Arts & Entertainment District! Located in the heart of North Topeka's Central Business District — and within a designated Common Consumption Area and Opportunity Zone — this remarkable two-building package at 830 & 828 N Kansas Ave totals 17,885 square feet of versatile commercial space ready for your next venture. Whether you're an entrepreneur, investor, or creative operator, this property delivers the space, character, and flexibility to bring a bold vision to life. 830 N Kansas Ave – The Main Building The heart of the operation, this building features an impressive open main floor previously used as a brewery and restaurant, complete with a large bar, mezzanine level with an additional bar, and multiple restrooms. The updated kitchen area is positioned off the back of the main floor — remodeled and ready for a new operator to make it their own. Behind the kitchen sits a garage space with an overhead door and a large walk-in cooler that remains with the property. The upper level is accessible both from the street and from the main floor, offering a spacious, open event venue with its own bar and restrooms — an ideal setting for private events, live music, or community programming that can operate independently from the floor below. 828 N Kansas Ave – The Adjacent Building Connected to 830 via a fire-rated door on the main level and man door on the second, this building formerly housed the brewery operation and includes multiple office spaces. The upper level — accessible from both the street and the second floor of 830 — is a large, open unfinished space with exposed beam ceilings and existing plans to convert into a residential apartment. Whether operated in conjunction with 830 or managed as a standalone income-producing asset. Property Highlights: • 17,885 total square feet across two buildings • Zoned X-3 Mixed Use | Common Consumption Area | Opportunity Zone • Street parking | Back patio/alley access • Main restaurant area with garage door windows that open to the street • Updated commercial kitchen area • First floor mezzanine with additional bar • Large open upper-level event space with bar & restrooms • Upper-level conversion opportunity (exposed beam ceilings) • Independent street-level entrances to upper floors on both buildings • Office space • Multiple storage/warehouse spaces From a flagship restaurant and event venue to a mixed-use investment with residential upside, 830 & 828 N Kansas Ave is a rare find in one of Topeka's most energetic and fast-growing districts. Don't miss this incredible commercial offering with endless potential! *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 check, or immediately available, certified funds in the amount of \$25,000.

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve
Method of Auction	Online Only
Auction Location	mccurdy.com
Auction Offering	Real Estate Only
Auction Date	5/19/2026
Auction Start Time	2pm
Broker Registration Req	Yes
Broker Reg Deadline	05/26/2026 @ 5pm
Buyer Premium Y/N	Yes
Premium Amount	0.10

Earnest Money Y/N Yes
Earnest Amount %/\$ 25,000.00

3 - Open for Preview
3 - Open/Preview Date
3 - Open Start Time
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 2026 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:	Rudy Property Management LLC
DATE:	04/20/2026
PROPERTY ADDRESS:	828 & 830 N. Kansas Ave. - Topeka, KS 66608

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 explanation 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.

JR _____ ER _____
 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: 106 Years
 - 2. Appropriate date that SELLER acquired the Property: March 2016
 - 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?
 X3 Mixed Used Zoning JR ER
 - 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?: _____

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:
Windows on 828 blown out and currently boarded up. They will need replacing.

10. Additional Comments:

Part 5. LAND CONDITIONS:

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

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

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

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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Air purifier system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Security system(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dock leveler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Smoke detector(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Elevator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Wiring system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Exhaust fans – Bathrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Fire alarm(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire sprinkler(s)	<input type="checkbox"/>	<input checked="" 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.

 Jared Rudy 04/20/2026

SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

 Emily Rudy 04/20/2026

SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE



WATER WELL INSPECTION REQUIREMENTS

Property Address: 828 & 830 N. Kansas Ave. - Topeka, KS 66608

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
Jared Rudy

04/20/2026

Owner/Seller

Date

Authentisign
Emily Rudy

04/20/2026

Owner/Seller

Date

Buyer

Date

Buyer

Date



AVERAGE MONTHLY UTILITIES

MISCELLANEOUS INFORMATION

Property Address: 828 & 830 N. Kansas Ave. - Topeka, KS 66608 (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:	<u>Evergy</u>	<u>2000</u>
Water & Sewer:	<u>City of Topeka</u>	<u>500</u>
Gas Propane:	<u>Kansas Gas</u>	<u>1000</u>

If propane, is tank owned or leased? Owned Leased

If leased, please provide company name and monthly lease amount:

Appliances that Transfer:

Refrigerator? Yes No

Dishwasher? Yes No

Stove/Oven? Yes No

Microwave? Yes No

Washer? Yes No

Dryer? Yes No

Other? _____

Homeowners Association: Yes No

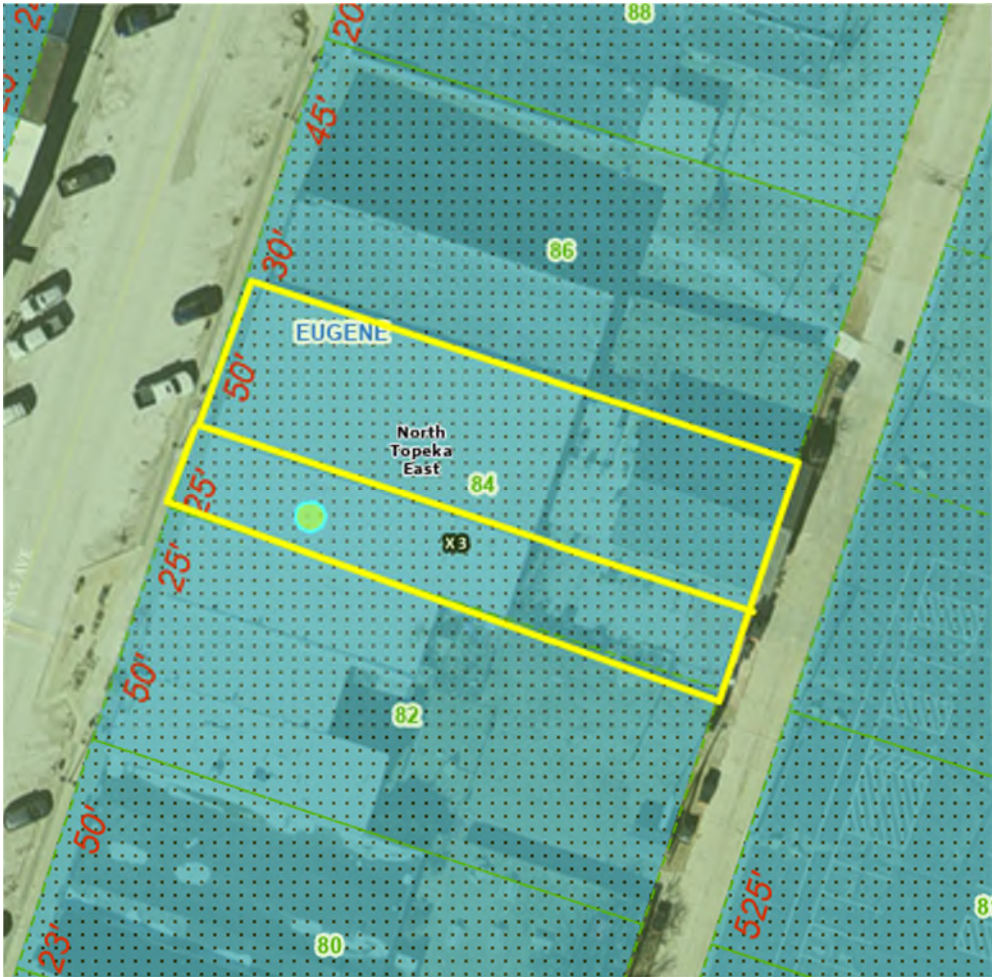
Dues Amount: _____ Yearly Monthly Quarterly

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.

828 & 830 N. Kansas Ave., Topeka, KS 66608 – X3 Mixed Use Zoning

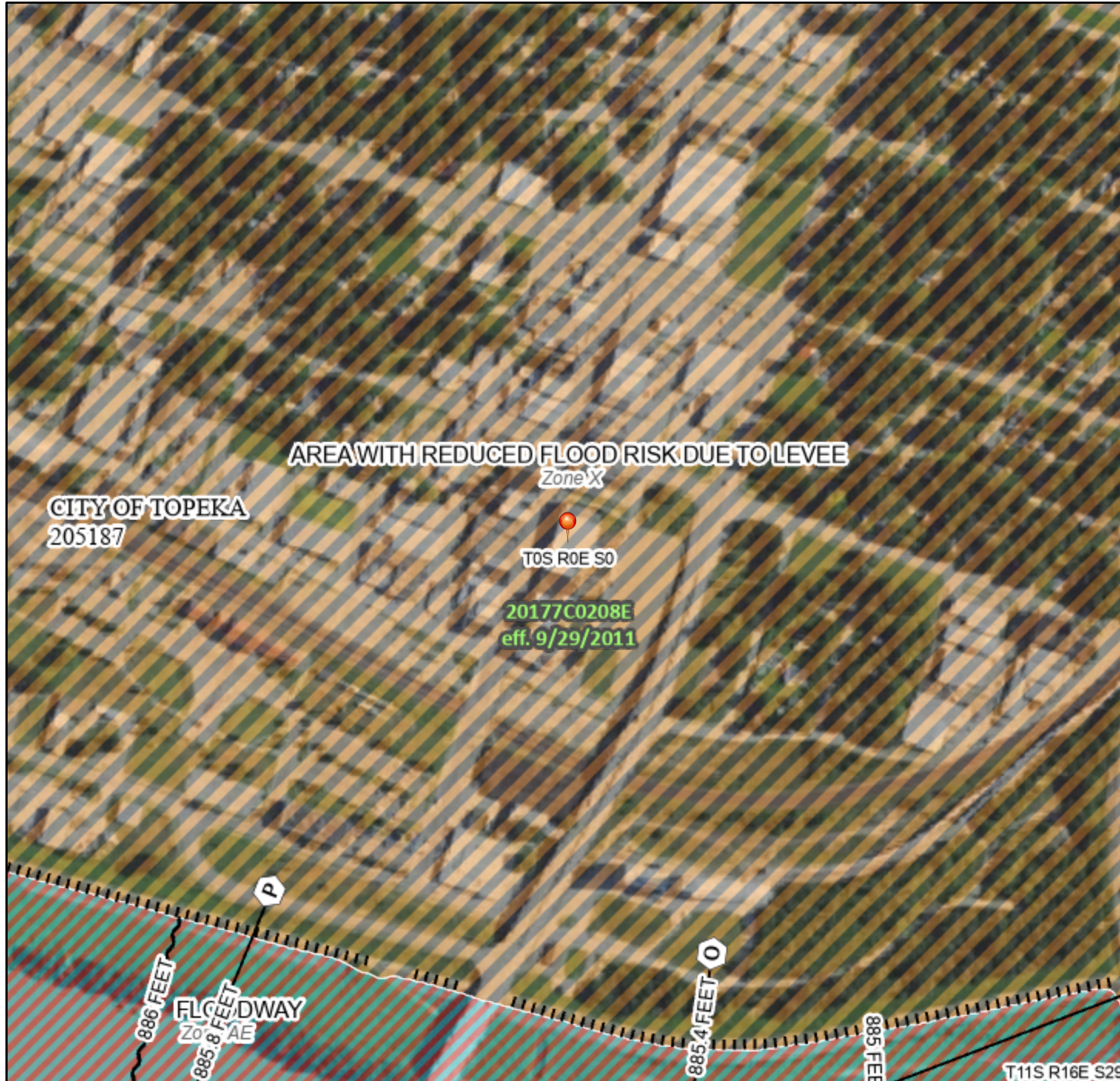


R-1/R-2/R-3 Single-Family Dwelling
R-4 Manufactured Homes
M-1 Two-Family Dwelling
M-1a Limited Multiple-Family Dwelling
M-2 Multiple-Family Dwelling
M-3 Multiple-Family Dwelling
O&I-1 Office and Institutional
O&I-2 Office and Institutional
O&I-3 Office and Institutional
C-1 Commercial
C-2 Commercial
C-3 Commercial
C-4 Commercial
I-1 Light Industrial
I-2 Heavy Industrial
U-1 University
MS-1 Medical Service
X-1 Mixed Use
X-2 Mixed Use
X-3 Mixed Use
D-1 Downtown Mixed Use
D-2 Downtown Mixed Use
D-3 Downtown Mixed Use
RR-1 Residential Reserve
OS-1 Open Space

National Flood Hazard Layer FIRMMette



95°40'18"W 39°4'15"N



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
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		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 4/15/2026 at 7:38 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.



Basemap Imagery Source: USGS National Map 2023

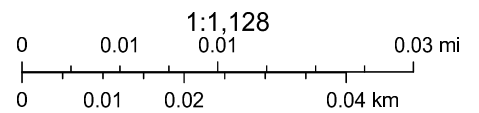
T11S R16E S29
95°39'40"W 39°3'47"N

828 & 830 N. Kansas Ave., Topeka, KS 66608 - Aerial



4/15/2026, 2:31:24 PM

 Parcels



SNCO GIS

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)*

