



Auction!

5535 N Sedgwick Ave, Wichita, KS 67204

Bidding Closes: 3/21/24 @ 3:00 PM

2+ Bedroom | 2 - Bath | 2 Car- Garage

DANIEL GUTIERREZ
REALTOR® - AUCTIONEER

kw HOMETOWN
PARTNERS
KELLERWILLIAMS.



TurnKey
Realtors - Auctioneers

316-364-7500 | dxgutierrez@kw.com | bidturnkey.com

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To bid, scan the QR Code

Property is selling in its “as-is” present condition and is accepted by the buyer without any expressed or implied warranties. It is the buyer’s responsibility to have any and all inspections completed prior to bidding. The buyer and seller shall split equally in the cost of the title insurance and the closing fee. ALL taxes will be prorated to the day of closing. Bidding is not contingent upon financing. Closing to take place on or before 30 days from the auction closing date. Non-refundable earnest money deposit due at the conclusion of the auction in the amount of \$5,000

TERMS AND CONDITIONS FOR BIDDING AT ON-LINE AUCTION (Brokered by Keller Williams Hometown Partners, LLC)

1. If you register to bid at this on-line auction being conducted by Turnkey Auctions, LLC (brokered by Keller Williams Hometown Partners, LLC), you agree to be bound by these terms and conditions as well as any additional terms found at the website of the on-line auction at which you are bidding. These terms, together with any property specific terms found at the auction website, are referred to as the "Terms" and you are referred to as "You", "Your" or the "Bidder". Turnkey Auctions, LLC is referred to as "We", "Us", "Our" or the "Auctioneer".
2. You may not modify the Terms by any conversation, email, text or other communication, unless such communication is confirmed in writing by us as an amendment to these Terms.
3. Any property specific auction announcement takes precedence over these Terms. If there is a conflict between these terms and any auction announcement for a specific property, the auction announcement controls and is considered to be an amendment to these Terms.
4. ONCE YOU SUBMIT A BID, IT CANNOT BE WITHDRAWN OR RETRACTED.
5. The real estate that is being offered for sale at on-line auction is referred to as the "Property".
6. Unless otherwise noted or announced with respect to a particular Property, all auctions are conducted with reserve or subject to the confirmation of the seller.
7. The website listing for the Property contains a link to an auction packet. The auction packet contains, among other things, a real estate purchase agreement for the Property (the "Purchase Agreement"). The auction packet may be updated from time to time until the commencement of the auction. A preliminary title insurance commitment for the Property will be included as part of the auction packet no later than immediately prior to the commencement of the auction. You should read all items contained in the auction packet at the commencement of the auction, as You are bound by the contents and may not later object to anything found in the auction packet. If You have a question about anything contained in the auction packet, You are responsible for obtaining the answer or otherwise satisfying Yourself prior to the auction. If any provision or the Purchase Agreement or the preliminary title commitment is unacceptable to You, You should not bid on the Property as You will be unable to negotiate terms after the auction is closed.

8. THE PROPERTY IS NOT BEING SOLD CONTINGENT ON FINANCING. If You are the winning or successful bidder, You are bound to purchase the Property unless the seller cannot deliver marketable title as described in the Purchase Agreement, or the auction is with reserve and the seller does not accept the winning bid.

9. THE PROPERTY IS NOT BEING SOLD CONTINGENT ON ANY TYPE OF INSPECTION. If You desire any physical inspection or other due diligence with respect to the Property, You must complete this prior to the auction. If You desire to inspect the Property, You must make arrangements with Us to conduct such inspection. If You or Your representatives desire access to the Property for purposes of conducting a physical inspection, You may be required to sign a property access agreement as a condition to such access. Should You elect to view or inspect the Property, You assume all risk while on the Property and We have no liability for any injury or damage that may occur to You, Your agents or guests while on the Property.

10. Except as may be specifically contained in any property disclosure contained in the Auction Packet, neither We nor the seller makes any representation or warranty concerning the PROPERTY. The Property is offered at public auction, AS IS-WHERE IS AND WITH ALL FAULTS. You acknowledge that You have the opportunity, prior to the auction, to inspect and evaluate the Property. If You elect to bid on the Property, You acknowledge that You will have performed all such inspections and evaluations that You deem necessary. Without limiting the foregoing, no representation or warranty is made concerning the condition of the Property, the suitability of the Property for any particular use or purpose, the absence of lead paint at the Property, the Property's compliance with any laws or ordinances (including, without limitation, environmental laws, current building codes, and zoning ordinances), or the lack or any encroachment affecting the Property.

11. If any representation or warranty concerning the Property is contained in the auction packet or otherwise found to exist, such representation or warranty is between You and the seller. We are not responsible for any representation made by the seller or otherwise found to exist.

12. The auction packet for a particular Property may be modified or updated from time to time, including up to the commencement of the auction. You are responsible for monitoring the website to determine if updated information has been provided.

13. The legal description for the Property is found in the Purchase Agreement contained in the Auction Packet.

14. A BUYER'S PREMIUM OF THE GREATER OF (I) TEN PERCENT (10%) OF THE WINNING BID, OR (II) OR \$2,000, WILL BE ADDED to the winning bid and this sum is the purchase price for the Property (the "Purchase Price").

15. If You are the high bidder at the auction, You must immediately sign the Purchase Agreement, and by 4:00 p.m. local time on the first business day after the auction, You must deliver the earnest money in immediately available funds. The balance of the Purchase Price will be due in immediately available funds at the closing date specified for the Property. The closing will occur no later than 30 days following the auction date unless otherwise agreed to by You and the seller. This is a firm closing date and YOU ARE NOT ENTITLED TO EXTEND THE CLOSING DATE WITHOUT THE SELLER'S WRITTEN AGREEMENT, which may be given or withheld by the seller in its discretion.

16. If You are the winning bidder, You have irrevocably agreed to purchase the Property for the Purchase Price, subject only to Seller's compliance with the Purchase Agreement. If, after being the winning bidder, You fail or refuse to execute the Purchase Agreement, You are still bound to purchase the Property. In such event, You agree that these Terms, together with the Purchase Agreement which will be deemed attached to these Terms as an exhibit, constitute Your written agreement to purchase the Property for the Purchase Price and is fully enforceable against You.

17. All bids are subject to acceptance by the Auctioneer. No bid is considered made by You until accepted by the Auctioneer. The Auctioneer may refuse or reject any bid that is suspected to be by the Auctioneer to be fraudulent, which is not made in good faith, or which is made for any purpose that the Auctioneer deems to be illegitimate.

18. The Auctioneer has the right to control the bidding process including setting the initial bid amount and establishing the increments for subsequent bidding.

19. You represent that You have the legal authority to bid and are bidding on Your own behalf and not on behalf of the seller. You agree that You will use Our online bidding system only for proper purposes (that is, to submit legitimate bids with the legitimate intention of purchasing the offered property) and not for any improper or malicious purpose that is designed to disrupt, disable, overburden, delay, compromise or crash Our online bidding system, or limit any other person's access to Our online bidding system.

20. These Terms are binding on You and on Your representatives, successors, executors, administrators, successors and assigns.

21. Neither the Auctioneer nor the company providing the software for Our online bidding platform shall be held responsible for any missed bid, for the failure of the software to function properly, for any interruption in Your on-line access to the bidding website, for any lack of compatibility with Your software or hardware, for any delay in Your access to the system or for any other disruption in or lack of Your access to the online bidding system.

22. If, after an auction has begun, We are aware of any lack of functionality in, or disruption in access to, the online bidding platform, We reserve the right in Our sole discretion to extend the scheduled ending time for the auction.

23. We allow broker or agent participation. However, in order to participate, Your broker or agent must register with us in advance by returning to us a fully completed and executed agent participation form no later than 24 hours prior to the scheduled closing time for the auction (as described in more detail in Our agent participation packet). Your agent must contact us to obtain the agent participation packet.

24. These terms are subject in all respects to Our privacy policy which can be found at <https://danielg.kw.com/kw/privacypolicy>

25. We are acting solely as the agent of the Seller. We are not acting as Your agent. In no event will We be liable for damages, including without limitation, any incidental, consequential, special or punitive damages arising out of or in connection with the auction, the Purchase Agreement, the sale of the Property, any misrepresentation of the seller or any breach by seller of the Purchase Agreement.

26. If any portion of these Terms is determined to be invalid or unenforceable, the validity or enforceability of the remainder of the Terms will be unaffected. Each provision included in these Terms is intended to be enforceable or binding only to the maximum extent permitted by applicable law.

27. These Terms are governed by Kansas law, but without regard to Kansas rules governing conflict of laws. In there is any dispute relating to these Terms, the auction of the Property, the Purchase Agreement or any other matter relating to the offer or sale of the Property, exclusive venue for litigation of any such dispute shall be in either the Sedgwick County District Court or the United States District Court in Wichita, Kansas, and You submit to the jurisdiction of such courts.

28. IF YOU ARE THE SUCCESSFUL OR WINNING BIDDER, BUT FAIL TO COMPLY WITH YOUR OBLIGATIONS SET OUT IN THESE TERMS, YOU WILL BE IN BREACH OF THESE TERMS AND WILL BE RESPONSIBLE FOR DAMAGES WHICH RESULT FROM YOUR BREACH.

TURNKEY



(83) MLS #	635566
(93) Status	Active
(67) For Sale/Auction/For Rent	Auction
(87) Area	SCKMLS
(88) Address	5535 N Sedgwick St
(90) City	Wichita
(91) State	KS
(92) Zip	67204
(86) Property Type	Single Family OnSite Blt



KEYWORDS

(104) AG Bedrooms	2	(165) Approx. AGLA	1080
(105) Total Bedrooms	2.00	(166) AGLA Source	Court House
(106) AG Full Baths	2	(167) Approx. BFA	400.00
(108) AG Half Baths	0	(168) BFA Source	Court House
(38) Total Full Baths	2	(69) Approx. TFLA	1,480
(37) Total Half Baths	0	(173) Lot Size/SqFt	20,038
(35) Total Baths	2	(174) Number of Acres	0.46
(109) Old Total Baths			
(110) Garage Size	2		
(111) Basement	Yes - Finished		
(107) Levels	One Story		
(68) Approximate Age	36 - 50 Years		
(113) Acreage	1/2 to 1 Acre		

GENERAL

(94) List Agent - Agent Name and Phone	Daniel Gutierrez - CELL: 620 -937-1488	(99) List Office - Office Name and Phone	Keller Williams Hometown Partners - OFF: 316-729-8500
(114) Showing Phone	1-888-874-0581	(170) Builder	
(48) Parcel ID	094-18-0-32-03-011.00	(169) Year Built	1973
(175) School District	Valley Center Pub School (USD 262)	(176) Elementary School	Abilene
(177) Middle School	Valley Center	(178) High School	Valley Center
(179) Subdivision	ANDERSON ACRES	(180) Legal	LOT 12 BLOCK B ANDERSON ACRES ADD.
(81) VOW: Allow AVM	Yes	(80) VOW: Allow 3rd Party Comm	Yes
(182) Sub-Agent Comm	0	(183) Buyer-Broker Comm	3
(184) Transact Broker Comm	3	(185) Variable Comm	Non-Variable
(117) Master Bedroom Level	Main	(118) Master Bedroom Dimensions	12'10x10'4
(119) Master Bedroom Flooring	Carpet	(121) Living Room Level	Main
(122) Living Room Dimensions	31x10	(123) Living Room Flooring	Other
(125) Kitchen Level	Main	(126) Kitchen Dimensions	12'8x20'4
(127) Kitchen Flooring	Other	(128) Room 4 Type	Bedroom
(129) Room 4 Level	Main	(130) Room 4 Dimensions	10x10'5
(131) Room 4 Flooring	Carpet	(132) Room 5 Type	Bonus Room
(133) Room 5 Level	Basement	(134) Room 5 Dimensions	14.6x9.6
(135) Room 5 Flooring	Carpet	(136) Room 6 Type	Living Room
(137) Room 6 Level	Basement	(138) Room 6 Dimensions	18'6x13
(139) Room 6 Flooring	Carpet	(140) Room 7 Type	
(141) Room 7 Level		(142) Room 7 Dimensions	
(143) Room 7 Flooring		(144) Room 8 Type	
(145) Room 8 Level		(146) Room 8 Dimensions	
(147) Room 8 Flooring		(148) Room 9 Type	
(149) Room 9 Level		(150) Room 9 Dimensions	
(151) Room 9 Flooring		(152) Room 10 Type	
(153) Room 10 Level		(154) Room 10 Dimensions	
(156) Room 10 Flooring		(157) Room 11 Type	
(158) Room 11 Level		(159) Room 11 Dimensions	
(160) Room 11 Flooring		(161) Room 12 Type	
(162) Room 12 Level		(163) Room 12 Dimensions	
(164) Room 12 Flooring		(70) Virtual Tour Y/N	

DIRECTIONS

(181) Directions 53rd & Meridian - north to 54th St, east to Sedgwick Ave, north to home

FEATURES

ARCHITECTURE

Ranch

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Standard

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Covered Patio

Fence-Chain

Fence-Wood

Storm Door(s)

Storm Windows/Ins Glass

GARAGE

Attached

FLOOD INSURANCE

Unknown

UTILITIES

Private Water

Public Water

BASEMENT / FOUNDATION

Full

Day Light

BASEMENT FINISH

Bsmt Storage

1 Add. Finished Room

Bsmt Living Room

COOLING

Central

Electric

HEATING

Forced Air

DINING AREA

Living/Dining Combo

KITCHEN FEATURES

Electric Hookup

APPLIANCES

Dishwasher

Refrigerator

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

Tub/Shower/Master Bdrm

LAUNDRY

Basement

INTERIOR AMENITIES

Ceiling Fan(s)

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Additional Photos

Documents Online

Ground Water

Lead Paint

Other/See Remarks

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

SCKMLS

TYPE OF LISTING

Excl Right w/Reserve

AGENT TYPE

Designated Sell Agent

FINANCIAL

(51) Assumable Y/N	No
(186) Currently Rented Y/N	No
(187) Rental Amount	
(188) General Property Taxes	\$1,570.07
(189) General Tax Year	2023
(73) Yearly Specials	\$8.38
(190) Total Specials	\$0.00

(191) HOA Y/N	No
(74) Yearly HOA Dues	
(72) HOA Initiation Fee	
(192) Home Warranty Purchased	None
(193) Earnest \$ Deposited With	Kansas Secured Title

PUBLIC REMARKS

(194) Public Remarks Online only auction, bidding closing March 21st at 3:00 PM. Discover the perfect blend of comfort and convenience in this charming ranch-style home located at 5535 N Sedgwick St, Wichita, KS 67204. Boasting 2+ bedrooms and 2 full baths, this residence offers ample space for relaxation and everyday living. The attached 2-car garage provides convenient parking and storage options. Situated on a spacious 1/2 acre lot, there's plenty of room for outdoor enjoyment and activities. As you step inside, you're greeted by an inviting open living area that seamlessly transitions to the kitchen and two cozy bedrooms, providing an ideal layout for effortless living. The basement offers a non-conforming bedroom and large family room. 10% buyer premium will be added to the final bid and make up the final contract price. Property is selling in its "as-is" present condition and is accepted by the buyer without any expressed or implied warranties. It is the buyer's responsibility to have any and all inspections completed prior to bidding. The buyer and seller shall split equally in the cost of the title insurance and the closing fee. ALL taxes will be prorated to the day of closing. Bidding is not contingent upon financing. Closing to take place on or before 30 days from the auction closing date. Non-refundable earnest money deposit due at the conclusion of the auction in the amount of \$5,000.

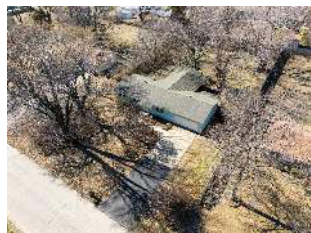
PRIVATE REMARKS

(195) Private Remarks Broker cooperation and compensation is being offered. Please see associated documents for the Broker Registration Form. The form must be submitted by email no later than 5PM the prior business day of the auction closing. All information deemed reliable but not guaranteed. Buyers and buyers agents to verify all pertinent information. Title work has been started at KANSAS SECURED TITLE and would prefer to close there. To bid on this property: bidwichita.com/auctions

AUCTION

(197) Type of Auction Sale	Reserve
(198) Method of Auction	Online Only
(199) Auction Location	bidwichita.com
(200) Auction Offering	Real Estate Only
(201) Auction Date	2/27/2024
(202) Auction Start Time	4:00 PM
(216) Broker Registration Req	Yes
(217) Buyer Premium Y/N	Yes
(218) Premium Amount	10.00
(219) Earnest Money Y/N	Yes
(220) Earnest Amount %/\$	5,000.00
(7) Auction End Date	3/21/2024
(6) Auction End Time	3:00 pm
(222) Terms of Sale	See website or documents for full terms

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.

INSPECTION REPORT for: 5535 N Sedgwick, Wichita KS 67204

SECTION I: SEWAGE DISPOSAL

PRIVATE SEWER SYSTEM: Septic System ☒ Lagoon ☐ PUBLIC SEWER USED; SKIP TO SECTION II ☐

Onsite Sewage System: The property owner is responsible for the proper use and maintenance of the private sewer system. A permit must be obtained before performing any repair, replacement or modification to any onsite sewage system.

- ☒ Sewage System Permit on file: this system was inspected and approved for use after being installed on ____.
- ☐ No Sewage Permit on file: the City of Wichita has no record of this system on file. It is not known if this system was constructed to meet minimum standards or located appropriately according to code.
- ☒ Environmental Health recommends that the septic tank be pumped out by a licensed liquid waste operator within the last two years. A tank defect or excess accumulated solids in the tank can lead to septic system failure requiring complete replacement of the system. Date last pumped: Unknown By: PUMPER.

Inspection¹ Date(s): Septic not inspected at this time.

Septic System

- | | Yes | No | Not Observed | Not Applicable |
|---|-------------------------------------|--------------------------|-------------------------------------|--------------------------|
| • Area of septic system appears free of surfacing discharge. | ☒ | ☐ | | |
| • All wastewater appears to be discharged into septic system. | ☐ | ☐ | ☒ | |
| • Sink and toilet appear to drain easily. | ☐ | ☐ | ☒ | |
| • All water wells appear to be at least 50-feet from system. | ☒ | ☐ | ☐ | ☐ |

Lagoon

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| • Lagoon is free of excess vegetation, tall weeds, and trees. | ☐ | ☐ | | |
| • Dikes are in good condition with no ditches or overflow. | ☐ | ☐ | | |
| • Fence around lagoon is properly constructed and in good condition. | ☐ | ☐ | | |
| • Sink and toilet appear to drain easily. | ☐ | ☐ | ☐ | |
| • All wastewater appears to discharge into lagoon. | ☐ | ☐ | ☐ | |
| • All water wells appear to be at least 100-feet from the lagoon. | ☐ | ☐ | ☐ | ☐ |

Notes:

¹This inspection serves only to provide a visual assessment of the condition of the onsite sewage system at the time of the inspection, and should not be construed as a certification of future system function. Because most sewage system components are located below the ground, the condition of sewer lines, lateral lines, and the integrity of the septic tank (if full) cannot be assessed. Signs of sewage system failure may not be apparent when a house has been vacant or has very low sewage output.

SECTION II: WATER SOURCES

PUBLIC WATER SUPPLY ☐NUMBER OF WATER WELLS: 1

The property owner is responsible for the proper maintenance all wells including compliance with construction and location standards and disinfection of personal use water systems, if necessary. Environmental Health will collect water samples from a personal use well only if the well is constructed properly.

Water Well Type: Personal Use Well: 0

Irrigation Well: 1

Plugged: 0

Geothermal/HVAC: 0

Inspection Date(s): 3/11/2024

Meets Requirements:	Yes	No	N/A
Well(s) meet(s) construction and location standards	☒	☐	☐
Well(s) properly plugged	☐	☐	☒
Located within an identified groundwater contamination area	☐	☒	☐

Notes: Well met ordinance requirements at the time of inspection.**Water Testing Results:** Not Applicable ☐ Pass ☒ Fail/Retest Required ☐ (see below)

Bacteria and nitrate tests as conducted are NOT representative of chemical or mineral quality.

Nitrates: Date(s): 3/11/2024 5.51 mg/L Sample source: Kitchen

The EPA has established the following guidelines for the use of water with known nitrate content. Boiling water or treatment through a water softener will NOT reduce the nitrate level. Some reverse osmosis, ion exchange, and distillation units may effectively treat the water, but regular maintenance of the unit is essential. Periodic testing of the water is recommended.

☒ Below 10 mg/L: Safe for humans and livestock (**meets safe drinking water standard for nitrates**).☐ Above 10 mg/L: Humans and some livestock at risk, especially those in high risk category (very young, elderly, pregnant, or immune-compromised). Alternate water supply or water treatment to reduce nitrates for drinking and/or cooking is required.**Bacteria:** Date(s):☒ **Safe;** Coliform bacteria absent.☐ **Unsafe;** Coliform bacteria present. Shock chlorination required.**Notes:**

SECTION III: CONCLUSION

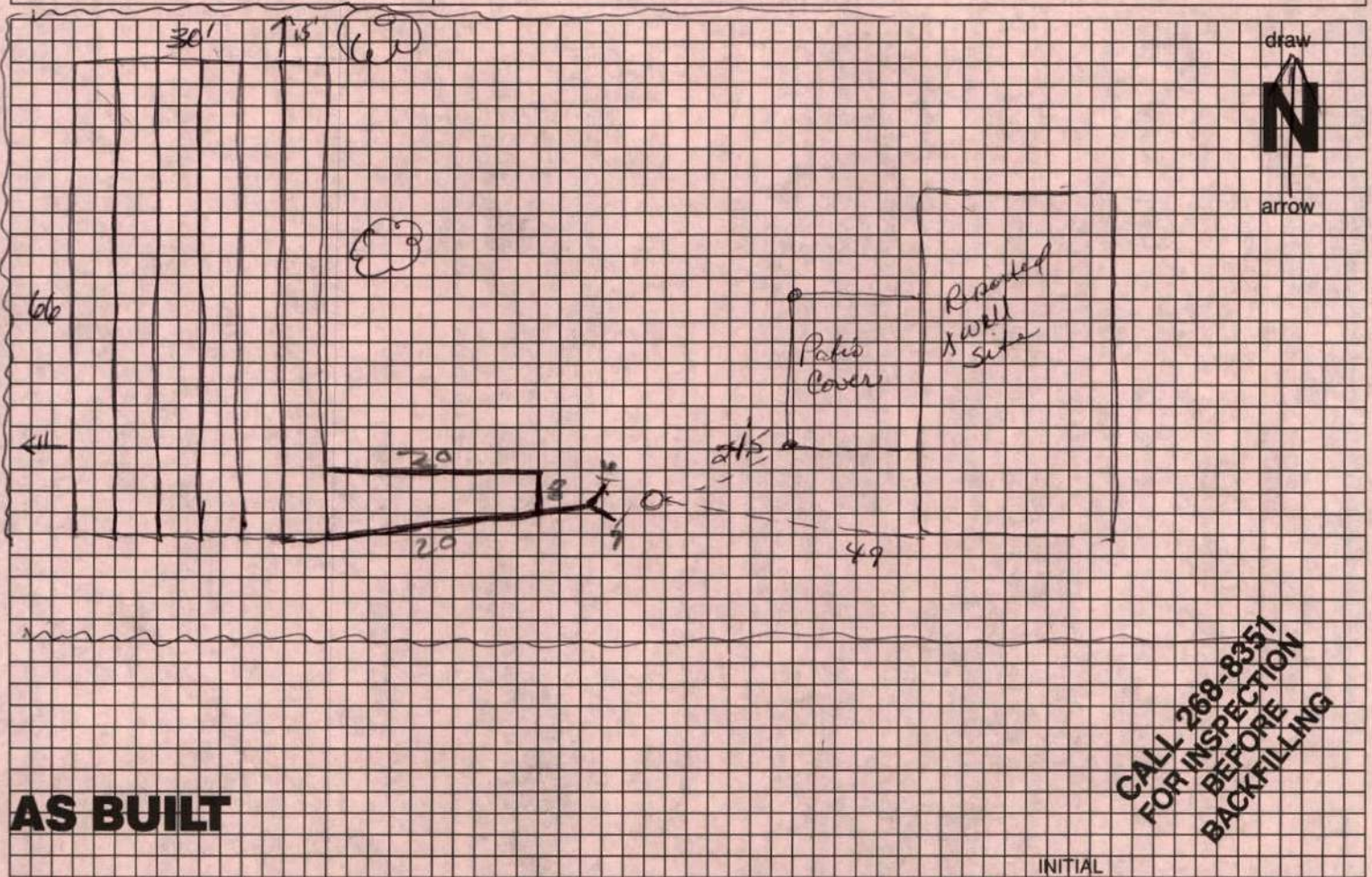
☐ The onsite sewage system appears to be acceptable at this time; no defects or malfunctions were observed.☒ The location and well head completion of the private water well(s) appear to be acceptable at this time.☐ See "**Water Testing Results**" in **Section II** for personal use well(s).☐ Other:**Inspector:** Joseph Schueneman**Date:** 3/19/2024**Signature:** *Joseph Schueneman*

SKETCH OF SEWAGE FACILITY

ENVIRONMENTAL HEALTH DIVISION
WICHITA-SEDGWICK CO. DEPT.
OF COMMUNITY HEALTH

ADDRESS

5535 N. Sedgwick



AS BUILT

INITIAL

NOTE: ANY SIGNIFICANT DEVIATION FROM ABOVE PLANS OR HEALTH DEPT STANDARDS MUST BE APPROVED BEFORE CONSTRUCTION.

INSTALLATION EVALUATION TO BE FILLED OUT BY HEALTH OFFICER

TANK:	TOT. LIQUID VOLUME 1000	BRAND Sutton	MATERIAL Concrete
TEE OR ELBOW INLET AND/OR OUTLET	2.2"	53. to House	
DISTANCE FROM ON SITE WATER WELL			
SEWER:	SDR 35 ☒ SCH 40 ☐ CI ☐	DISTANCE FROM WELL 250	
OTHER ☐	7'	TOTAL LENGTH 500	
LATERAL FIELD:	3000 Crush	LEVEL? YES ☒ NO ☐	
PLASTIC ☒		ONSITE WELL 250	
DISTANCE FROM:		NEIGHBORS' WELL	
PROPERTY LINES LESS THAN 25 FT.	FRONT 15 SIDE 11 REAR 20		
TRENCH WIDTH 24"	DEPTH, TOP OF PIPE TO GRADE 2.5	DISTANCE BTN LINES 6'	
TYPE OF FILTER MATERIAL: GRAVEL	ROAD ☒ OTHER ☐	BENEATH PIPE 6"	
DEPTH OF MATERIAL:		OVER PIPE 2'	

SKETCH OF PLAN:

See sketch

REASON FOR EXISTING SYSTEM ADD-ONS, REMARKS:

Majority of field in good soil at this depth

SEWAGE FACILITY APPLICATION/PERMIT

ENVIRONMENTAL HEALTH DIVISION Wichita-Sedgwick County Department of Community Health 1900 East 9th Street Wichita, Kansas 67214 Phone — 268-8351	ADDRESS OF FACILITY <u>5535 N. Sedgwick 67204</u>	
	TYPE OF OCCUPANCY <u>Single Family Residence</u>	
	OWNER <u>Linda Davis</u>	PHONE <u>838 3620</u>
	OWNER'S CURRENT MAILING ADDRESS <u>5535 N. Sedgwick</u>	
	FACILITY NEW ☐ EXISTING ☒ VARIANCE: YES ☒ NO ☐	
LAGOON PERMIT NUMBER: _____		

APPLICATION:					
LOCATION SEDGWICK COUNTY ☒ CITY OF WICHITA ☐ OTHER CITY _____					
PLATTED PROPERTY LOT(S) <u>13</u> BLOCK <u>B</u> ADDITION <u>Anderson Acres</u>				UNPLATTED PROPERTY SEE ATTACHED ☐ KEY NO. <u>KE-02297</u>	
SEWER AVAILABLE YES ☐ NO ☒	GRID LOCATION <u>I-25</u>	PERC TEST AVAILABLE YES ☒ NO ☐	GROUNDWATER DEPTH <u>710'</u> FEET	GROUNDWATER DEPTH ON SITE VERIFICATION REQUIRED YES ☐ NO ☒	
LOT SIZE <u>100 x 200'</u>	IN FLOOD PLAIN YES ☐ NO ☒	MINIMUM PAD ELEVATION <u>NA</u> FEET	SURFACE WATER (PONDS, CREEKS, ETC.) ON PROPERTY ☐ WITHIN 50 FEET OF PROPERTY ☐		
GROUND SLOPE FLAT ☒ MODERATE ☐ STEEP ☐		PUBLIC WATER SUPPLY AVAILABLE YES ☐ NO ☒		RURAL WATER DISTRICT USED: YES ☐ NO ☐	
SEWAGE VOLUME NO. OF BEDROOMS <u>3</u> NO. OF PEOPLE <u>2</u> TOTAL WASTE _____ GPD.					
SEWAGE CONTRACTOR: NAME, ADDRESS AND PHONE <u>Harold Brown</u>					

APPLICANT'S STATEMENT	
I hereby submit this application for a sewage facility and certify the above information to be factual and true. I further certify that if the application is approved, the sewage facility will be constructed and operated with the approved plans, the requirements of the Health officer and with all applicable laws, sanitary codes and regulations of Sedgwick County adopted or authorized by resolution of the Board of County Commissioners and with all applicable laws and regulations of the State of Kansas, that the Health Officer will be called for final inspection, that a building permit will be obtained, and that I will eliminate such facility and make connection to a public sanitary sewer when available.	
SIGNED: OWNER <u>Linda Davis by Harold Brown</u>	Date <u>2-4-97</u>

APPROVAL FOR CONSTRUCTION		* <u>work must be inspected by Health Dept.</u>
SOIL BOOK ☒	PERC TEST ☒	
CARD FILE ☐ SOIL LOG ☐ OTHER _____ Percolation rate <u>60-90</u> minutes. This application and attached plan are approved for construction of a <u>existing</u> gallon septic tank and <u>750'</u> feet of lateral or a _____ foot square (at 7 ft. depth) waste stabilization pond, or _____ facility and a fee with Receipt No. <u>10388</u> is acknowledged.		
This approval is not valid if a building permit cannot be obtained and/or platting is required. This approval expires one year from the date approved by the Health Officer and is not transferable to any owner of the location applied for other than the applicant who signed the applicant's statement.		
Approved by Health Officer <u>[Signature]</u>		Date Approved <u>2-4-97</u>

FINAL INSPECTION	
The sewage facility identified in this document and constructed by <u>Con Crete Septic Tank Co.</u> is in accordance with the requirements. Date <u>2-12-97</u>	
Inspected and approved by Health Officer <u>D. Leslie</u>	Date <u>2-12-97</u>

USE PERMIT	
The Wichita-Sedgwick County Department of Community Health hereby releases to the owner, identified in this document, this PERMIT and authorizes the use of the approved sewage facility. THE ISSUANCE OF THIS PERMIT DOES NOT PROVIDE A WARRANTY BY THE HEALTH OFFICER OF SATISFACTORY OPERATION, BUT DOES REQUIRE THE OWNER TO BE RESPONSIBLE FOR PROPER OPERATION AND MAINTENANCE AND, IF NEEDED, MODIFICATIONS OF THE FACILITY OR OTHER ACTIONS TO ASSURE CONTINUOUS SATISFACTORY OPERATION. Permits in Sedgwick County are not transferable to new owner; a new permit shall be obtained by a new owner.	
By Health Officer <u>Karla Applig</u>	Date Approved <u>2-25-97</u>

REQUEST FOR VARIANCE OF SEWAGE FACILITY STANDARDS

ENVIRONMENTAL HEALTH DIVISION
Wichita-Sedgwick County Department
of Community Health
1900 East 9th Street
Wichita, Kansas 67214
Phone — 268-8351

Address 5535 N. Sedgwick
Owner Linda Davis
Legal Description See attached

As provided under applicable laws, sanitary codes and regulations of Sedgwick County, I hereby request a variance of sewage facility standards for my property referenced above.

1. Property was platted or purchased prior to June 1, 1975.

Yes ☒ No ☐

5. The lot size is too small.

Yes ☒ No ☐

2. Soil is too tight (percolation rate unsatisfactory).

Yes ☒ No ☐

6. There is an existing structure and sewerage system.

Yes ☒ No ☐

3. Can keep system 25' from property line.

Yes ☐ No ☒

7. Other conditions (specify)

4. Shallow groundwater (less than 10 feet).

Yes ☐ No ☒

If required by the Health Officer I agree, prior to construction of the sewage facility approved by the Health Officer herein, to record the Variance and restrictions herein described at the office of the Sedgwick County Register of Deeds in a manner that will be binding on all future owners of said property.

REQUIRED ☐

NOT REQUIRED ☒

Register of Deeds: STAMP

Signed by Owner Linda Davis by Harold Brown

Date 2-4-97

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this _____ day of _____

A.D., 19____ by, _____

My appointment expires:

Notarized _____

VARIANCE REQUIREMENTS AND RESTRICTIONS:

The variance requested is approved, subject to the statements contained above and subject to the attached application and plan and subject to the following additional requirements and/or restrictions:

(1) System may be placed up to 10' (feet) of property line (west and north lines) provided neighboring water wells are greater than 50' away

(2) System installed must have 750' of laterals unless otherwise determined by on site inspection of Health Dept. Septic tank must be inspected to determine acceptability by Health Dept.

☒ May put system up to 10 feet from the property line, but only where all neighboring water wells are greater than 50 feet away.

☐ Install lateral trench bottoms no deeper than 30 inches, and install a shallow-design septic tank.

Signed by Environmental Health Director, Health Officer, or authorized representative.

M. Turbome

Date: 2-4-97



GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:

6 5535 N. Sedgwick Ave. Wichita KS 67204

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

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

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

10  Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or

12 _____ Known groundwater contamination or other environmental concerns are:
13
14

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

16  Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or

18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

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

24 **CERTIFICATION**

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

28  02/01/2024

29 Seller **Stephanie Kelly** Date

Buyer Date

30  02/03/2024

31 Seller **Mike Kelly** Date

Buyer Date

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Property Address: 5535 N. Sedgwick Ave.

Wichita

KS

67204

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

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

SK MK RJ

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

SK RJ MK

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

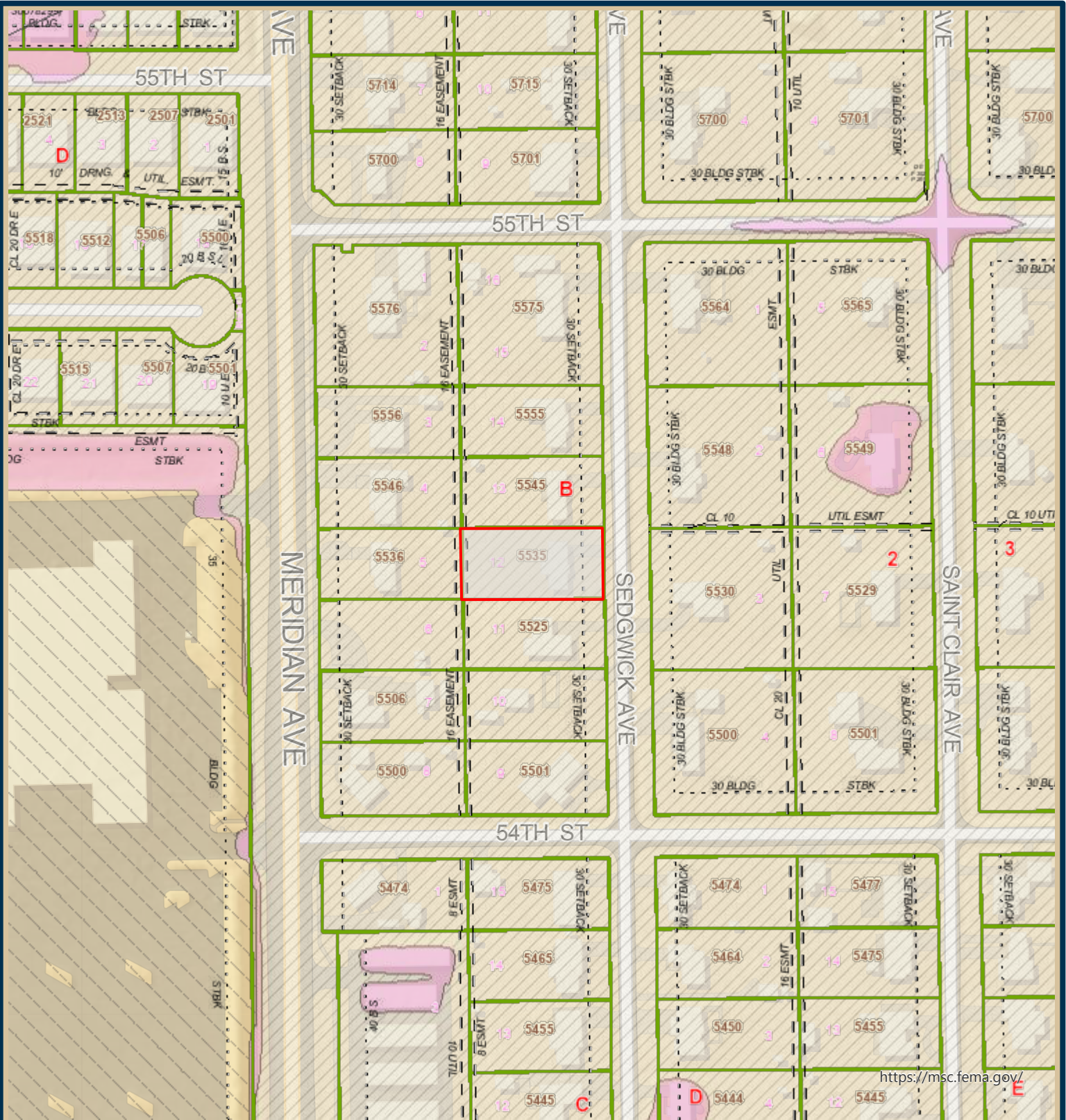
Agent's Acknowledgment (initial)

(f) Dg Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

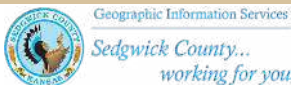
Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Stephanie Kelly	02/01/2024	Ruth James	02/03/24	Mike Kelly	02/03/2024
Seller Stephanie Kelly	Date	Seller Mike Kelly	Date		
Purchaser	Date	Purchaser	Date		
Daniel Gutierrez	02/01/24				
Agent Daniel Gutierrez	Date	Agent	Date		



<https://msc.fema.gov/>



Date: 2/22/2024

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

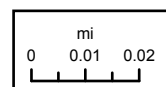
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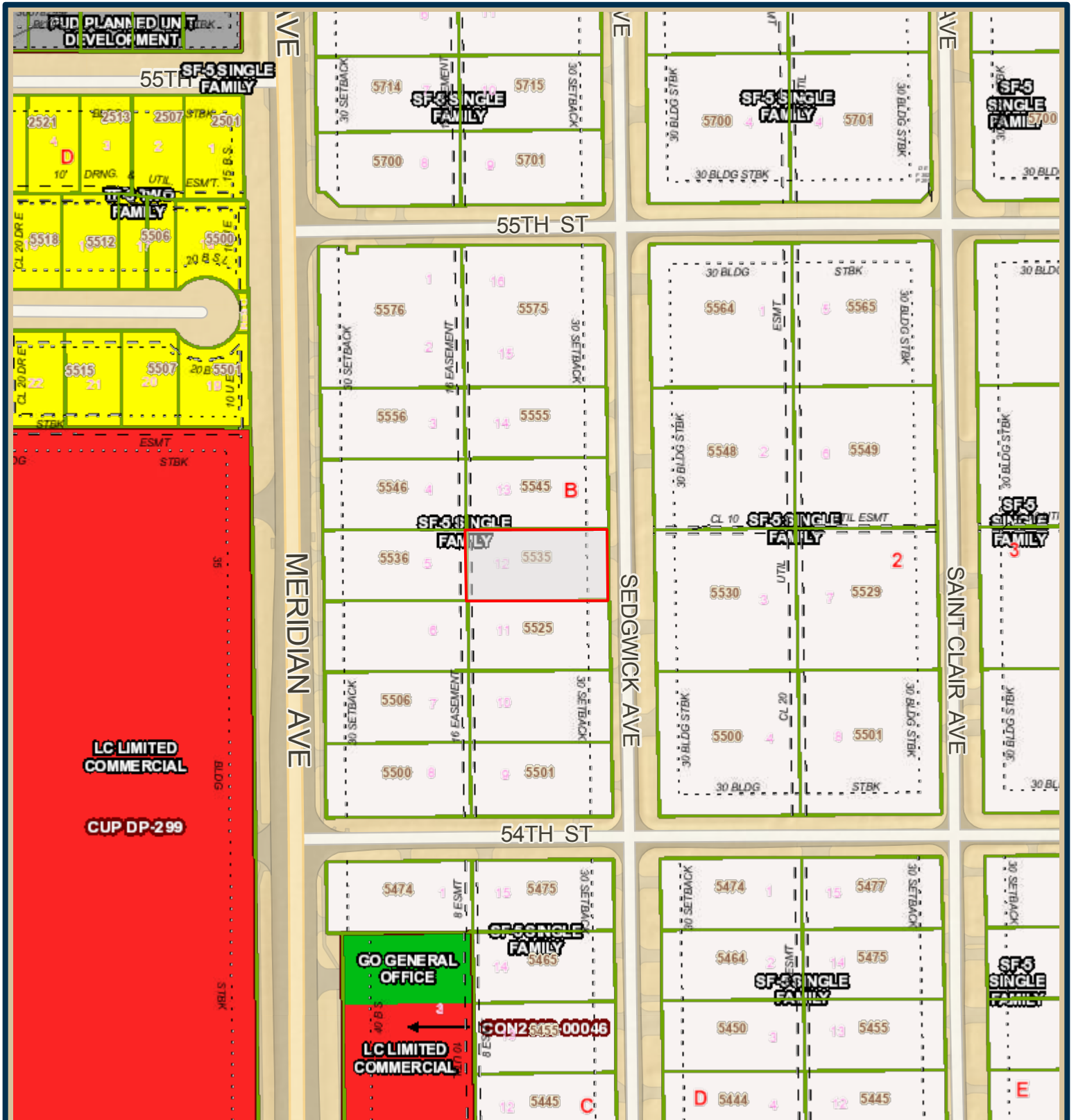
5535 N. Sedgwick Ave - Flood Map

Sedgwick County, Kansas



1:2,257





Geographic Information Services
Sedgwick County...
working for you

Date: 2/22/2024

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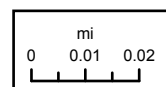
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5535 N. Sedgwick Ave - Zoning Map

Sedgwick County, Kansas



1:2,257



Auction Closing Costs

10% Buyer Premium added to final bid

1/2 Title Insurance Fee

1/2 Title Insurance Closing Fee

Proration of Property Taxes

Proration of Rents/deposits if tenant occupied

Document preparation and recording fees

HOA Initiation/ HOA Dues

Lender Loan origination fees **

Lender title policy**

Lender pre-pays -PMI, Taxes, Insurance & escrow**

**If getting a new mortgage