

PROPERTY INFORMATION PACKET | THE DETAILS



724 N. Main St. | Newton, KS 67114

AUCTION: BIDDING OPENS: Tues, Mar 31st @ 2:00 PM

BIDDING CLOSING: Thurs, Apr 8th @ 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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FEATURES

ROOF	OWNER PAID EXPENSES	SHOWING INSTRUCTIONS	Stirp Center
Flat Roof	None	Call Showing #	

FINANCIAL

Assumable Y/N With Financing Value Land	No
Value Improved	0
General Property Taxes	\$9,887.32
General Tax Year	2025
Special Taxes	63.00
Special Tax Year	2025
Special Balance	63.00
Gross Income	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, March 31st, 2026 at 2 PM (cst) | BIDDING CLOSING: Wednesday, April 8th, 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!!! This 7,500± sq. ft. commercial building is located in the heart of Newton, KS, positioned on a corner lot along a city arterial within a prime retail strip area, offering outstanding visibility and accessibility. 7,500± sq. ft. building. Corner lot location City arterial frontage Retail strip setting All Brick exterior 1-story building Street parking BUILDING FEATURES INCLUDE: 13 office spaces 8 restrooms Reception hall Break rooms 2 vaults RECENT UPDATES & IMPROVEMENTS 4 of the 8 bathrooms have been updated in 2023 A new HVAC system was installed in 2021 in 724 N. Main St., but extends to 722 N. Main St. Updated flooring, paint, and ceiling tiles Fire sprinkler system throughout venue space and is inspected annually This is a prime commercial opportunity in one of Newton's most established business corridors. With substantial updates and strong infrastructure already in place, this property is well-positioned for professional, retail, or office use. Do not miss this opportunity! 724 N. Main St. & 722 N. Main St. are being offered separately and together. *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. PARCEL 1: 724 N. Main St., Newton, KS 67114 BIDDING CLOSING: Wednesday, April 8th, 2026 at 2:15 PM (cst). Bidding will remain open on this property until 90 seconds has passed without receiving a bid. PARCEL 2: 722 N. Main St., Newton, KS 67114 BIDDING CLOSING: Wednesday, April 8th, 2026 and will close no earlier than 2:20 PM or 5 minutes immediately following the bidding close for the adjacent property located at 724 N. Main St., Newton, KS 67114 . The bidding will remain open until 90 seconds has passed without receiving a bid. PARCEL 3: 722 N. Main St., Newton, KS 67114 & 724 N. Main St., Newton, KS 67114 (Offered Together) BIDDING CLOSING: Wednesday, April 8th, 2026 and will close no earlier than 2:25 PM or 5 minutes immediately following the bidding close for the adjacent property located at 722 N. Main St., Newton, KS 67114 . The bidding will remain open until 90 seconds has passed without receiving a bid.

MARKETING REMARKS

Marketing Remarks

PRIVATE REMARKS

Private Remarks Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. BIDDING OPENS: Tuesday, March 31st, 2026 at 2 PM (cst) | BIDDING CLOSING: Wednesday, April 8th, 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. PARCEL 1: 724 N. Main St., Newton, KS 67114 BIDDING CLOSING: Wednesday, April 8th, 2026 at 2:15 PM (cst). Bidding will remain open on this property until 90 seconds has passed without receiving a bid. PARCEL 2: 722 N. Main St., Newton, KS 67114 BIDDING CLOSING: Wednesday, April 8th, 2026 and will close no earlier than 2:20 PM or 5 minutes immediately following the bidding close for the adjacent property located at 724 N. Main St., Newton, KS 67114 . The bidding will remain open until 90 seconds has passed without receiving a bid. PARCEL 3: 722 N. Main St., Newton, KS 67114 & 724 N. Main St., Newton, KS 67114 (Offered Together) BIDDING CLOSING: Wednesday, April 8th, 2026 and will close no earlier than 2:25 PM or 5 minutes immediately following the bidding close for the adjacent property located at 722 N. Main St., Newton, KS 67114 . The bidding will remain open until 90 seconds has passed without receiving a bid.

AUCTION

Type of Auction Sale	Reserve	
Method of Auction	Online Only	
Auction Location	mccurdy.com	
Auction Offering	Real Estate Only	1 - Open for Preview
Auction Date	3/31/2026	1 - Open/Preview Date
Auction Start Time	2pm	1 - Open Start Time
Auction End Date	4/8/2026	1 - Open End Time
Auction End Time	2:15pm	2 - Open for Preview
Broker Registration Req	Yes	2 - Open/Preview Date
Broker Reg Deadline	4/7/26 @ 5pm	2 - Open Start Time
		2 - Open End Time
		3 - Open for Preview
		3 - Open/Preview Date

Buyer Premium Y/N Yes
Premium Amount 0.10
Earnest Money Y/N Yes
Earnest Amount %/\$ 15,000.00

3 - Open Start Time
3 - Open End Time

TERMS OF SALE

Terms of Sale See Associated Documents. Broker Bay 888-874-0581

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.



LIMITED-KNOWLEDGE SELLER'S DISCLOSURE

Property Address: 724 N. Main St. - Newton, KS 67114 (the "Real Estate")

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

Occupancy: Tenant-Occupied Owner-Occupied Vacant

Lease information (if applicable):

Written Lease: Yes No

Term of Lease: Month-to-Month Fixed Expiration Date (Please provide date): _____

Rent Amount: _____ Tenant current on rent: Yes No

Deposit Amount: _____

Appliances Transferring with the Real Estate:

Refrigerator: Yes No None/Unknown
 Stove/Oven: Yes No None/Unknown
 Dishwasher: Yes No None/Unknown

Microwave: Yes No None/Unknown
 Washer: Yes No None/Unknown
 Dryer: Yes No None/Unknown

Utilities:

	Utility Provider/Company	Utility On or Off	Utility Paid By
Electric:	<u>Evergy</u>	<input checked="" type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner
Water/Sewer:	<u>City of Newton</u>	<input type="checkbox"/> On <input checked="" type="checkbox"/> Off	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner
Gas:	<u>Kansas Gas Service</u>	<input checked="" type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner
Propane:	_____	<input type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner

Propane tank information (if applicable): Owned Leased

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

Other Utility: _____ On Off Tenant Owner

Have any utility meters been removed? Yes No Unknown

If yes, please provide details including type of meter and applicable address or unit:

Code Violations:

Does the property have any code violations? Yes No Unknown

If yes, please provide details: _____

Special Assessments or Fees:

Is the Real Estate located in an improvement district? Yes No Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? Yes No Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Homeowners Association:

Is the property subject to HOA fees? Yes No Unknown

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

Property Disclosures:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.) (if none, write "none")?

None _____

Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None _____

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

 *Mary Kaitlyn Rostetter* 12/17/2025

Signature Date

Signature Date

Mary Kaitlyn Rostetter

Print

Print

Managing Member **OCC Ventures LLC**

Title Company

Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to review the above-provided information and to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer has either reviewed the above-provided information and performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Signature Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 722 & 724 N. Main St. - Newton, KS 67114

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
Mary Kaitlyn Rostetter

12/17/2025

Owner/Seller

Date

Owner/Seller

Date

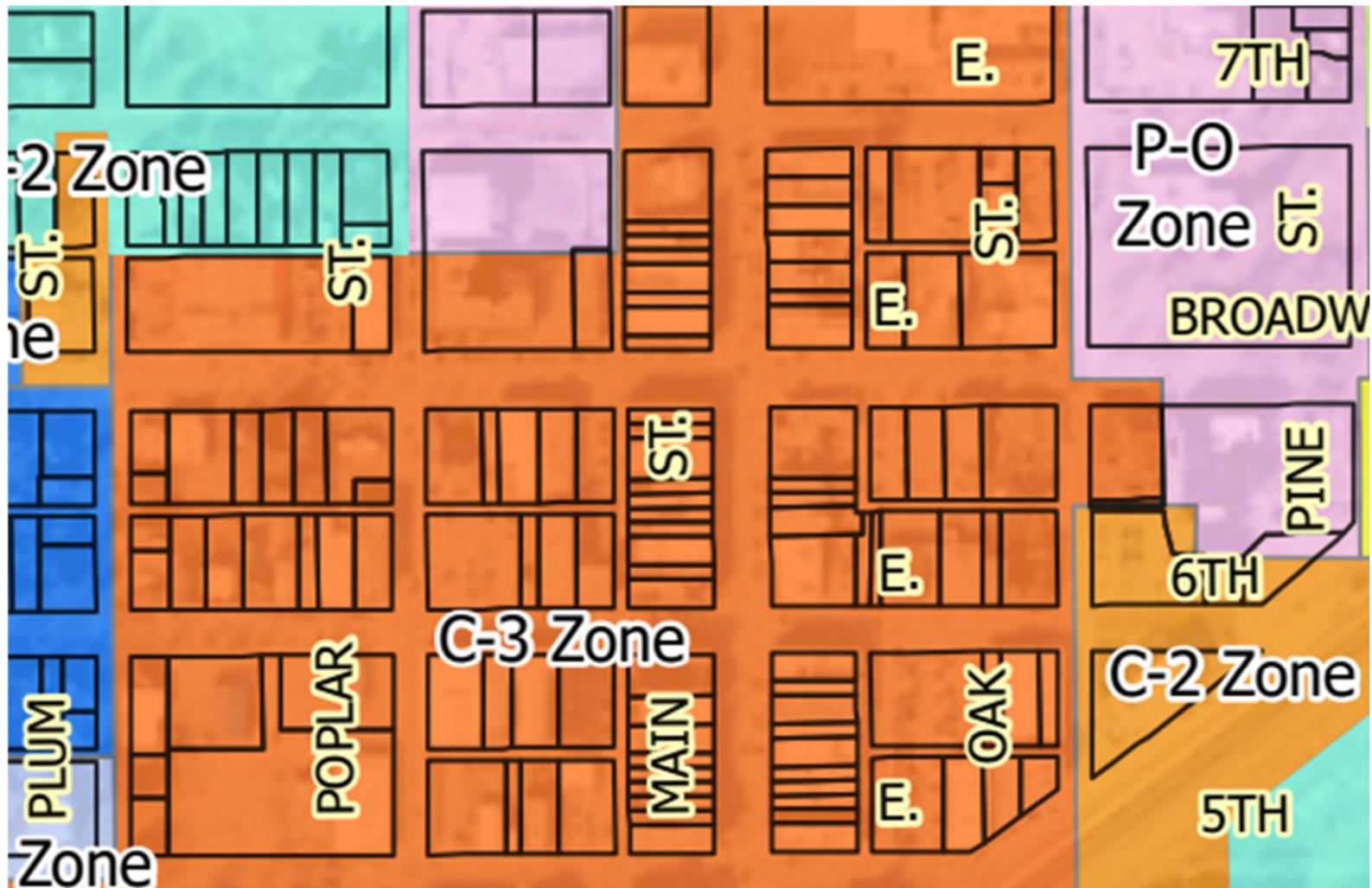
Buyer

Date

Buyer

Date

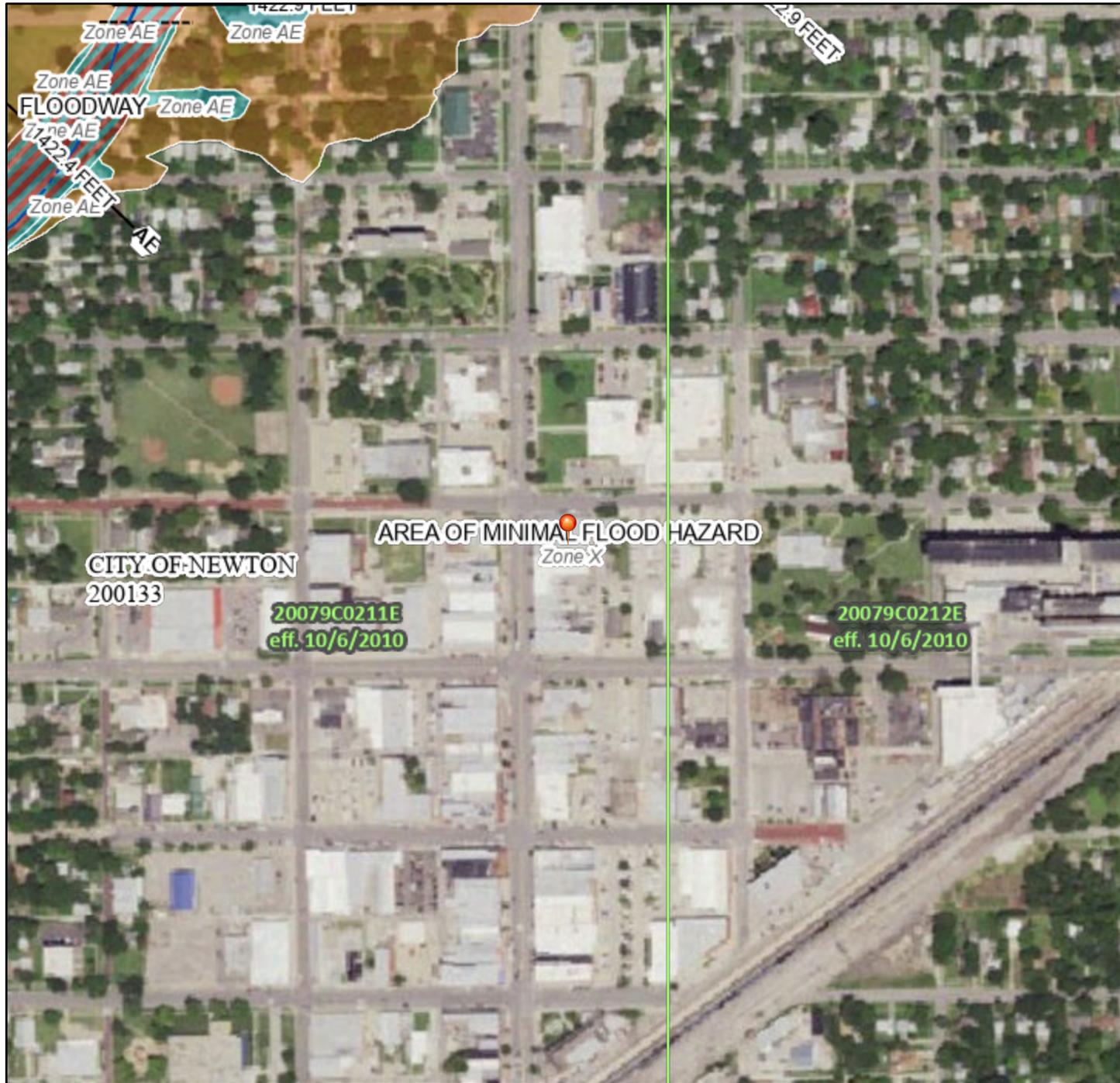
722 & 724 N. Main St., Newton, KS 67114 - Zoning C-3 Commercial



National Flood Hazard Layer FIRMMette



97°21'W 38°3'17"N



1:6,000 97°20'22"W 38°2'49"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
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation 17.5
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		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 **12/4/2025 at 2:56 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.

722 & 724 N. Main St., Newton, KS 67114 - Aerial



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)*

