



5226 SW 48th St. | Newton, KS 67114

AUCTION: BIDDING OPENS: Thurs, March 27th @ 2:00 PM

BIDDING CLOSING: Thurs, April 10th @ 2:00 PM



Table of Contents

PROPERTY DETAIL PAGE
TERMS AND CONDITIONS
LIMITED-KNOWLEDGE SELLER'S DISCLOSRE
LEAD-BASED PAINT DISCLOSURE
WATER WELL ORDINANCE
GROUNDWATER ADDENDUM
SURVEY
ZONING MAP
FLOOD ZONE MAP
BRRETA DISCLOSURE
GUIDE TO AUCTION COSTS

ALL FIELDS CUSTOMIZABLE



MLS # 652212
Status Active
Contingency Reason
Area SCKMLS
Address 5226 SW 48th St.
City Newton
Zip 67114
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 2	Approx. AGLA 1120
Total Bedrooms 2.00	AGLA Source Court House
AG Full Baths 2	Approx. BFA 896.00
AG Half Baths 0	BFA Source Court House
Total Baths 4	Approx. TFLA 2,016
Garage Size 0	Lot Size/SqFt 130,680
Basement Yes - Partially Finished	Number of Acres 3.00
Levels One Story	
Approximate Age 51 - 80 Years	
Acreage 1.01 - 5 Acres	

GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	Master Bedroom Level	Main
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Master Bedroom Dimensions	10.4 x 13.7
Co-List Agent - Agent Name and Phone		Master Bedroom Flooring	Carpet
Co-List Office - Office Name and Phone		Living Room Level	Main
Showing Phone	1-888-874-0581	Living Room Dimensions	19.11 x 12.7
Year Built	1970	Living Room Flooring	Vinyl
Parcel ID	132-03-0-00-00-007.00-0	Kitchen Level	Main
School District	Halstead School District (USD 440)	Kitchen Dimensions	12.8 x 20.4
Elementary School	Bentley	Kitchen Flooring	Vinyl
Middle School	Halstead	Room 4 Type	Bedroom
High School	Halstead	Room 4 Level	Main
Subdivision	NONE LISTED ON TAX RECORD	Room 4 Dimensions	10.1 x 10
Legal	S03, T24, R01W, ACRES 3, BEG 420E & 30N SW COR SE1/4, N212, E610, S212, W610 TO POB	Room 4 Flooring	Vinyl
List Date	3/14/2025	Room 5 Type	Laundry
Display Address	Yes	Room 5 Level	Main
Days On Market	7	Room 5 Dimensions	8.8 x 10.3
Input Date	3/17/2025 5:13 PM	Room 5 Flooring	Vinyl
Update Date	3/21/2025	Room 6 Type	Rec. Room
Status Date	3/17/2025	Room 6 Level	Basement
Price Date	3/17/2025	Room 6 Dimensions	12.2 x 18.1
		Room 6 Flooring	Concrete
		Room 7 Type	Add. Finished Room
		Room 7 Level	Basement
		Room 7 Dimensions	9.9 x 13.2
		Room 7 Flooring	Carpet
		Room 8 Type	Add. Finished Room
		Room 8 Level	Basement
		Room 8 Dimensions	9.11 x 12.2
		Room 8 Flooring	Carpet
		Room 9 Type	Add. Finished Room
		Room 9 Level	Basement
		Room 9 Dimensions	9.9 x 12.2
		Room 9 Flooring	Carpet
		Room 10 Type	Storage
		Room 10 Level	Basement
		Room 10 Dimensions	9.10 x 22
		Room 10 Flooring	Concrete
		Room 11 Type	
		Room 11 Level	
		Room 11 Dimensions	
		Room 11 Flooring	

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions (Newton) SW 48th St. & S. Ridge Rd. - East to Home.

FEATURES

ARCHITECTURE

Traditional

EXTERIOR CONSTRUCTION

Frame

ROOF

Composition

LOT DESCRIPTION

Standard

FRONTAGE

Unpaved Frontage

EXTERIOR AMENITIES

Ag Outbuilding(s)

GARAGE

None

FLOOD INSURANCE

Unknown

UTILITIES

Sewer

Natural Gas

Public Water

FINANCIAL

Assumable Y/N No
Currently Rented Y/N No
Rental Amount
General Property Taxes \$0.00
General Tax Year 2024
Yearly Specials \$0.00
Total Specials \$0.00

BASEMENT / FOUNDATION

Full

Std Bsmt Window no-egress

BASEMENT FINISH

1 Bath

Bsmt Rec/Family Room

3 Add. Finished Rooms

Bsmt Concrete Storm Room

COOLING

Central

Electric

HEATING

Forced Air

Electric

DINING AREA

Kitchen/Dining Combo

KITCHEN FEATURES

Range Hood

Electric Hookup

Laminate Counters

APPLIANCES

Dishwasher

Disposal

Range/Oven

MASTER BEDROOM

Master Bdrm on Main Level

LAUNDRY

Main Floor

Separate Room

220-Electric

INTERIOR AMENITIES

Window Coverings-Part

Wood Laminate

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

Yes

DOCUMENTS ON FILE

Lead Paint

Sellers Prop. Disclosure

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Thursday, March 27th, 2025 at 2 PM (cst) | BIDDING CLOSING: Thursday, April 10th, 2025 at 2:00 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! This charming home sits on nearly four acres and includes a 28' x 18' lean-to barn. Conveniently located just 10 minutes from Sedgwick and Halstead, 13 minutes from Newton, and 30 minutes from Wichita, this property offers both space and accessibility. With over 2,000 square feet, the home features a spacious living room with vinyl flooring that flows into the kitchen and dining area, which includes an oven and dishwasher. A separate laundry room comes with a full bath. The main floor also has two bedrooms and a second full bathroom. The full basement provides even more space, offering a large rec/family room, three finished rooms, another full bath, and a storage/utility room. Additionally, 17.85+/- acres to the east of the property are also being auctioned. Don't miss this incredible opportunity! Taxes on the individual parcels will be estimated at closing as final amounts will not be available until such time as the lot split is finalized. Per the Seller, a previous well on the premises was contaminated and has been discontinued. Seller had a new well installed that services the property that is compliant. Total acreage is per survey included in the property information packet. These two parcels on SW 48th (5226 SW 48th & 17.85+/- acres) are owned separately by different owners. Separate closings on each parcel will need to occur even in the event a same buyer purchases both *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.

AUCTION

Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	www.mccurdycom	Auction Offering	Real Estate Only
Auction Date	3/27/2025	Auction Start Time	2:00 PM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	15,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

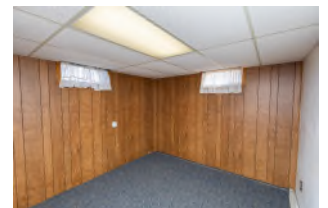
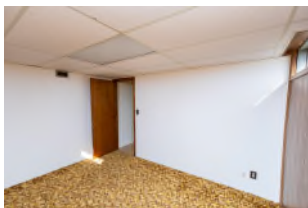
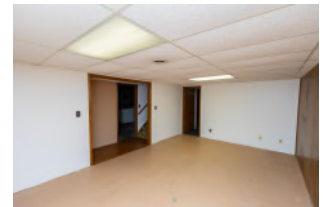
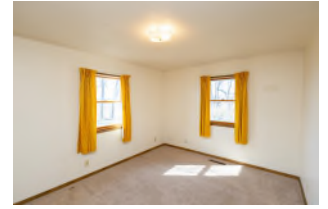
TERMS OF SALE

Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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

TERMS AND CONDITIONS

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

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

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

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

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



Property Address: 5226 SW 48th 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:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None/Unknown	Microwave:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None/Unknown
Stove/Oven:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None/Unknown	Washer:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None/Unknown
Dishwasher:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> None/Unknown	Dryer:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> None/Unknown

Utilities:

	Utility Provider/Company	Utility On or Off	Utility Paid By
Electric:	<u>Energy</u>	<input checked="" type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Owner
Water/Sewer:	<u>Well & Lagoon</u>	<input type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner
Gas:	<u>Black Hills</u>	<input checked="" type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Owner
Propane:	<u>NA</u>	<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:

meters are all on North Side of house

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"):

We had a contamination in original well of E. Coli. Well was capped & new well was dug. New well was contaminated and we installed a uv light to sterilize water. Harvey County tests every 6 months. Harvey county has all tests on file.

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

SELLER:

Mary L. Detweiler 3-14-25
Signature Date

Mary L. Detweiler
Print

Trustee Mary Lou Detweiler Trust
Title Company

Signature Date

Print

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

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).
 - (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).
 - (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) MIP 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.

<u>Mary L. DeMeiter</u>	<u>3-14-25</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
<u>M. L. DeMeiter</u>	<u>3/14/25</u>	_____	_____
Agent	Date	Agent	Date



WATER WELL INSPECTION REQUIREMENTS

Property Address: 5226 SW 48th 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: South of home (front yard)

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

If yes, what type? Septic _____ Lagoon

Location of Lagoon/Septic Access: NE of home

Owner/Seller Mary L. Detweiler

Date 3-14-25

Owner/Seller _____

Date _____

Buyer _____

Date _____

Buyer _____

Date _____

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 5226 SW 48th St. - Newton, KS 67114

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 M.A. Known groundwater contamination or other environmental concerns are:

13 *We had a contamination of E-Coli in original well*
14 *and had a new well dug. It also was contaminated,*
15 *and we were advised to install a U.V. light. No problems*
(b) Records and reports in possession of Seller (initial one): *since we checked the water safety*
6 months.

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

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

20 *Harvey Co. Well Test Results.*
21 *Since the u.v light was installed we have passed*
22 *all tests on file with Harvey Co.*

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

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

25 **CERTIFICATION**

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

29 Mary L. Detweiler 3-14-25 _____
Seller Date Buyer Date

30 _____
31 Seller Date Buyer Date

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2016.

Main Office
 2908 North Plum Street
 Hutchinson, KS 67502
 Office: (620) 665-7032
 Fax: (620) 663-7401



Garber Surveying Service, P.A.

Branch Offices
 Manhattan 785-320-4810
 McPherson 620-241-4441
 Newton 316-283-5053
 Salina 785-404-6302
 Wichita 316-260-9933

SURVEY FOR: MARY DETWEILER

Project No. G2022-788
 SHEET 2 OF 2
 Rev. 10/17/2022

DESCRIPTION:

A portion of the Southeast Quarter of Section 3, Township 24 South, Range 1 West of the 6th Principal Meridian in Harvey County, Kansas more particularly described on Sheet 1.

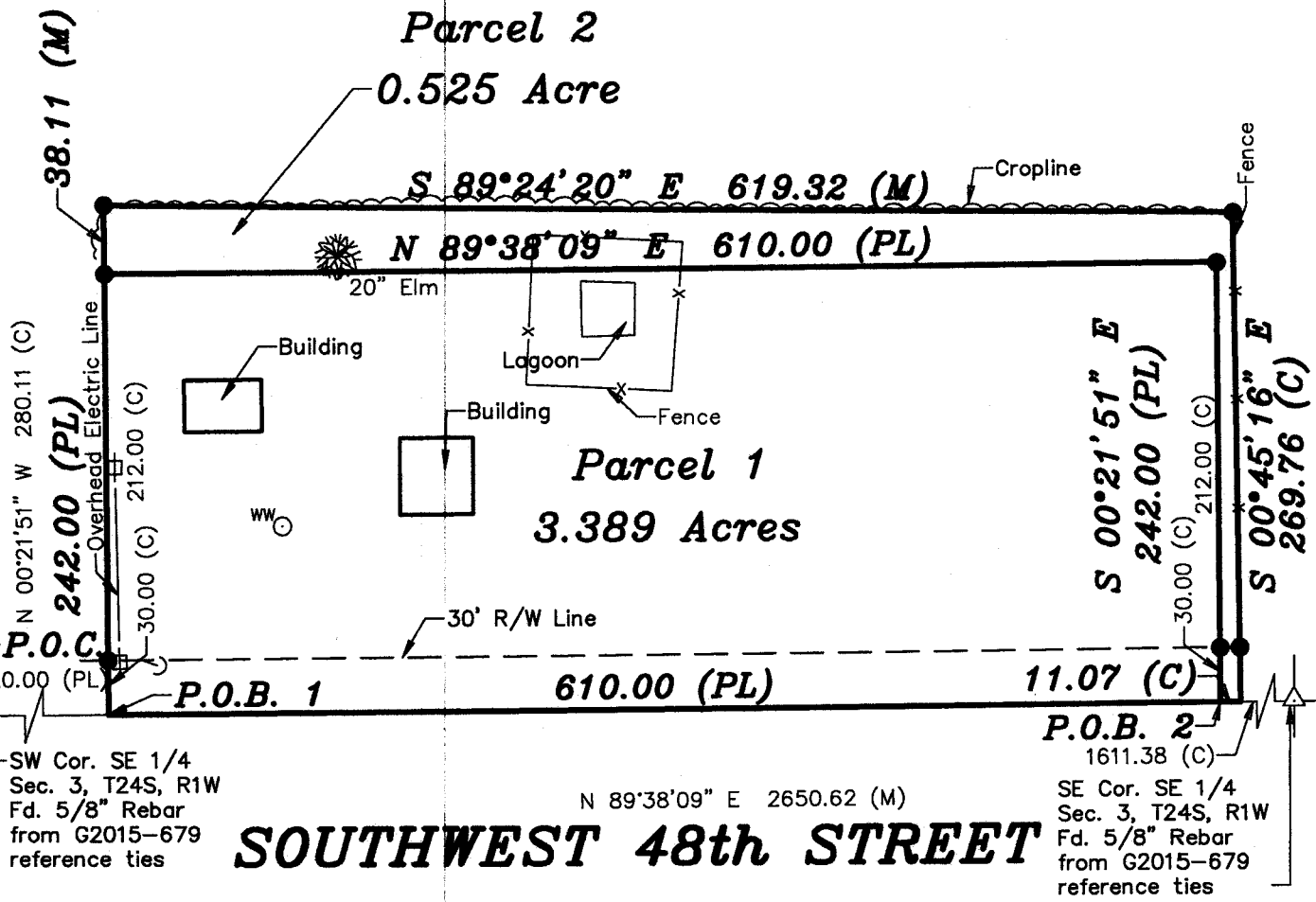
LEGEND

- △ - Sectional Monument Found
- - 5/8" x 24" Iron Rebar Set w/G.S.S. Cap
- ✕ - Fence
- ⊖ - Guy Anchor
- ⊞ - Power Pole
- ww ⊙ - Water Well
- (C) - Calculated
- (PL) - Platted
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement



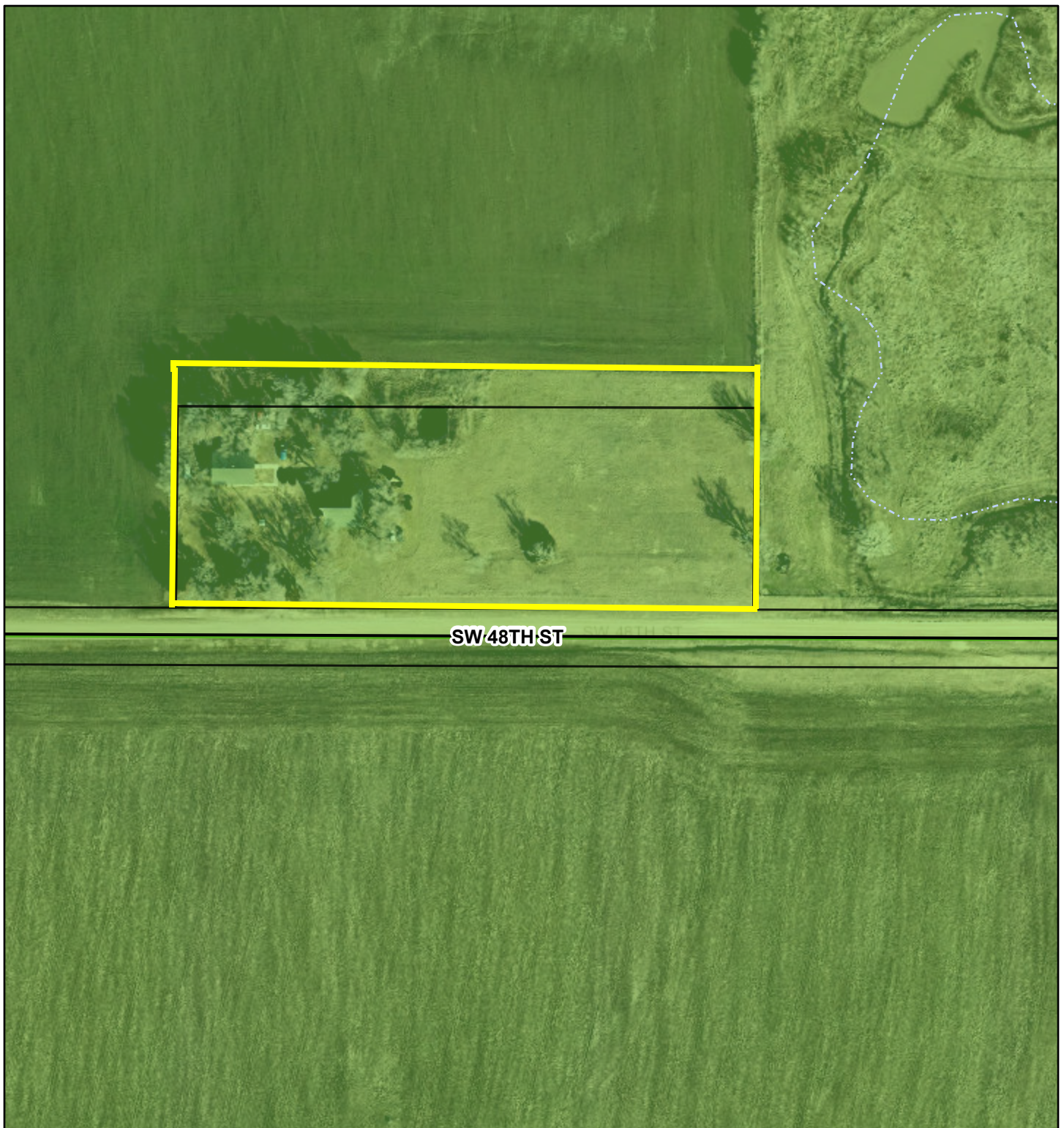
Scale: 1"=100'

BASIS OF BEARING = NAD 83 KANSAS SOUTH ZONE



Copyright © 2022 Garber Surveying Service, P.A. Saved: 10/12/2022 3:41:45 PM by KLVON
 Plot Date & Time: Monday, October 17, 2022 2:49:28 PM Desc: Path \\Vista1\Company\JLD\GSSFILES\2022\20220788_C3A\dwg\20220788_RC_Auto_SPC_1502_(Metric)No_Datum

5226 SW 48th St., Newton, KS 67114 - Zoning A-1



3/12/2025, 2:23:11 PM

Harvey County Zoning

 A-1-Agricultural Zoning District

 Override 1


 Road Centerline

 Streets/Roads

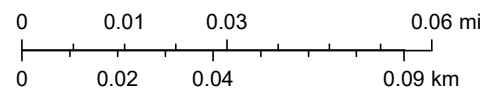
Parcel Boundary

 Parcel Boundary

 Creek/River

 Unnamed Tributary

1:2,257

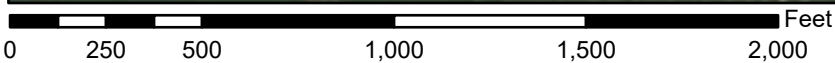


Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

National Flood Hazard Layer FIRMMette



97°25'17"W 37°59'22"N



1:6,000

97°24'40"W 37°58'54"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
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
MAP PANELS		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		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 **3/17/2025 at 3:42 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.

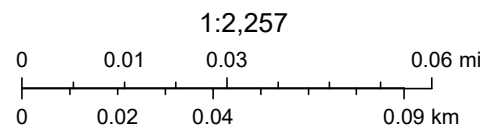
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory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

5226 SW 48th St., Newton, KS 67114 - Aerial



3/12/2025, 2:17:57 PM

-  Override 1
-  Road Centerline
-  Streets/Roads
-  Parcel Boundary
-  Parcel Boundary
-  Creek/River
-  Unnamed Tributary



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

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)*

