



**17.85 +/- Acres on SW 48<sup>th</sup> St. | Newton, KS 67114**

AUCTION: BIDDING OPENS: Thurs, March 27<sup>th</sup> @ 2:00 PM

BIDDING CLOSING: Thurs, April 10<sup>th</sup> @ 2:10 PM



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**ALL FIELDS CUSTOMIZABLE**



**MLS #** 652222  
**Class** Land  
**Property Type** Undeveloped Acreage  
**County** Harvey  
**Area** SCKMLS  
**Address** 17.85 +/- Acres SW 48th St.  
**Address 2**  
**City** Newton  
**State** KS  
**Zip** 67114  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 2



**GENERAL**

<b>List Agent - Agent Name and Phone</b>	Megan Rae Niedens - OFF: 316-683-0612	<b>List Date</b>	3/10/2025
<b>List Office - Office Name and Phone</b>	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	<b>Realtor.com Y/N</b>	Yes
<b>Co-List Agent - Agent Name and Phone</b>		<b>Display on Public Websites</b>	Yes
<b>Co-List Office - Office Name and Phone</b>		<b>Display Address</b>	Yes
<b>Showing Phone</b>	1-888-874-0581	<b>VOW: Allow AVM</b>	Yes
<b>Zoning Usage</b>	Agriculture	<b>VOW: Allow 3rd Party Comm</b>	Yes
<b>Parcel ID</b>	040-132-03-0-00-00-008.00-0	<b>Virtual Tour Y/N</b>	
<b>Number of Acres</b>	17.85		
<b>Price Per Acre</b>	0.00		
<b>Lot Size/SqFt</b>	777546		
<b>School District</b>	Halstead School District (USD 440)		
<b>Elementary School</b>	Bentley		
<b>Middle School</b>	Halstead		
<b>High School</b>	Halstead		
<b>Subdivision</b>	NONE LISTED ON TAX RECORD		
<b>Legal</b>			

**DIRECTIONS**

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

**FEATURES**

<b>SHAPE / LOCATION</b> Rectangular	<b>IMPROVEMENTS</b> None	<b>FLOOD INSURANCE</b> Required	<b>LOCKBOX</b> None
<b>TOPOGRAPHIC</b> Level	<b>OUTBUILDINGS</b> None	<b>SALE OPTIONS</b> None	<b>AGENT TYPE</b> Sellers Agent
<b>PRESENT USAGE</b> Pasture Recreational	<b>MISCELLANEOUS FEATURES</b> Other/See Remarks	<b>PROPOSED FINANCING</b> Other/See Remarks	<b>OWNERSHIP</b> Corporate
<b>ROAD FRONTAGE</b> Dirt	<b>DOCUMENTS ON FILE</b> Aerial Photos Photographs	<b>POSSESSION</b> At Closing	<b>TYPE OF LISTING</b> Excl Right w/o Reserve
<b>UTILITIES AVAILABLE</b> Other/See Remarks		<b>SHOWING INSTRUCTIONS</b> Call Showing #	<b>BUILDER OPTIONS</b> Open Builder

**FINANCIAL**

**Assumable Y/N** No  
**General Taxes** \$0.00  
**General Tax Year** 0  
**Yearly Specials** \$0.00  
**Total Specials** \$0.00  
**HOA Y/N** No  
**Yearly HOA Dues**  
**HOA Initiation Fee**  
**Earnest \$ Deposited With** Security 1st Title

## PUBLIC 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 2:10 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!!!** Offering nearly 18 acres of recreational land off 48th Street in Newton, Kansas! 17.85 +/- Acres Zoned A-1 Agricultural Recreational/Pasture Pond/ creek Additionally, the home to the west of this land at 5226 SW 48th Street is also being auctioned. Don't miss this incredible opportunity! **ONLINE ONLY!!!** Offering nearly 18 acres of recreational land off 48th Street in Newton, Kansas! 17.85 +/- Acres Zoned A-1 Agricultural Recreational/Pasture Pond/ creek Additionally, the home to the west of this land at 5226 SW 48th Street is 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. This parcel is ag and recreational use only, it cannot be built upon as it is not an approved buildable parcel with Harvey county and is in the flood zone. 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 \$10,000.

## AUCTION

<b>Auction Date</b>	3/27/2025	<b>Auction Location</b>	www.mccurdy.com
<b>Auction Offering</b>	Real Estate Only	<b>Auction Start Time</b>	2:00 PM
<b>1 - Open for Preview</b>		<b>1 - Open End Time</b>	
<b>Broker Reg Deadline</b>	4/9/2025 by 5:00 PM	<b>Broker Registration Req</b>	Yes
<b>Buyer Premium Y/N</b>	Yes		

## 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](mailto: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.



# SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 17.85+/- Acres On SW 48th St. - Newton, KS 67114 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, 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

### 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: \_\_\_\_\_

### Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

- No appliances transfer
- All appliances present at the property transfer
- Some appliances transfer


\*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: \_\_\_\_\_

(Remainder of this page intentionally left blank)



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

**SELLER:**

 *Diane Yoder*      03/10/2025  
 \_\_\_\_\_  
 Signature    Date

Diane Yoder  
 \_\_\_\_\_  
 Print

President            The Schowalter Foundation Inc.  
 \_\_\_\_\_  
 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 have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer either performed all desired inspections or accepts the risk of not having done so.

**BUYER:**

\_\_\_\_\_  
 Signature    Date

\_\_\_\_\_  
 Print

\_\_\_\_\_  
 Title    Company

\_\_\_\_\_  
 Signature    Date

\_\_\_\_\_  
 Print

\_\_\_\_\_  
 Title    Company



# WATER WELL INSPECTION REQUIREMENTS

Property Address: 75+/- Acres On SW 48th St. & Hoover Rd. - Newton, KS 67117

**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: \_\_\_\_\_

 *Diane Yoder*      03/10/2025  
 \_\_\_\_\_  
 Owner/Seller Date

\_\_\_\_\_  
Owner/Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

**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:**

**Project No. G2025-48**  
SHEET 1 OF 3

**DESCRIPTION:**

**PARCEL 1:**

A portion of the South Half of the Southeast Quarter of Section 3, Township 24 South, Range 1 West of the 6th Principal Meridian, Harvey County, Kansas, more particularly described by Daniel E. Garber, Professional Surveyor #683, on February 5, 2025 as follows:

Beginning at the Southwest corner of the Southeast Quarter of Section 3, Township 24 South, Range 1 West of the 6th Principal Meridian; Thence with a bearing of North 00°16'02" West (basis of bearings is NAD 83 Kansas South Zone) along the West line of said Southeast Quarter at distance of 1,324.01 feet to the Northwest corner of the South Half of said Southeast Quarter; Thence North 89°35'07" East along the North line of the South Half of said Southeast Quarter a distance of 1,033.57 feet; Thence South 00°33'05" East a distance of 1,055.17 feet; Thence North 89°23'56" West a distance of 619.36 feet (619.32 feet per Previous Survey Record); Thence South 00°22'03" East a distance of 280.19 feet (280.11 feet per Previous Survey Record) to the South line of said Southeast Quarter; Thence South 89°38'09" West along the South line of said Southeast Quarter a distance of 420.00 feet to the point of beginning, containing 27.614 Acres, and subject to a road right-of-way easement across the South 30.00 feet thereof and any other easements and restrictions of record.

**REVIEW SURVEYOR'S CERTIFICATE**

I hereby certify that this survey has been reviewed for filing, pursuant to K.S.A. 58-2005 and K.S.A. 58-2011 for content only and is in compliance with those provisions. No other warranties are extended or implied.

\_\_\_\_\_, Land Surveyor  
Lloyd P. Dorzweiler PS# 885

**DATE OF FIELD WORK:** February 4, 2025

**SURVEYOR'S CERTIFICATE:**

I hereby certify this plat to be a true, correct and complete representation of the property described above as surveyed under my supervision.

Dated: February 5, 2025



Copyright © 2025 Garber Surveying Service, P.A. Survey 2/5/2025 5:02:34 PM by ESC-DENECKER  
and Data 2. Times: Wednesday, February 5, 2025 5:02:38 PM User: Pella\NORTH Company\LUDD. GSSFILES\2025\20250204.G CS&Data\202502048 JK Auto SPC 1502 (locked)

**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:**

**Project No. G2025-48**  
SHEET 2 OF 3

**DESCRIPTION:**

**PARCEL 2:**

A portion of the South Half of the Southeast Quarter of Section 3, Township 24 South, Range 1 West of the 6th Principal Meridian, Harvey County, Kansas, more particularly described by Daniel E. Garber, Professional Surveyor #683, on February 5, 2025 as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 3, Township 24 South, Range 1 West of the 6th Principal Meridian; Thence with a bearing of North 89°38'09" East (basis of bearings is NAD 83 Kansas South Zone) along the South line of said Southeast Quarter a distance of 1,041.07 feet for the point of beginning; Thence North 00°44'58" West a distance of 269.76 feet; Thence North 00°33'05" West a distance of 1,055.17 feet to the North line of the South Half of said Southeast Quarter; Thence North 89°35'07" East along the North line of the South Half of said Southeast Quarter a distance of 593.52 feet to a point that is 1,020.45 feet West of the Northeast corner of the South Half of said Southeast Quarter; Thence South 00°02'16" West a distance of 1,325.48 feet to the South line of said Southeast Quarter; Thence South 89°38'09" West along the South line of said Southeast Quarter a distance of 578.96 feet to the point of beginning, containing **17.846 Acres**, and subject to a road right-of-way easement across the South 30.00 feet thereof and any other easements and restrictions of record.

**PARCEL 3:**

A portion of the South Half of the Southeast Quarter of Section 3, Township 24 South, Range 1 West of the 6th Principal Meridian, Harvey County, Kansas, more particularly described by Daniel E. Garber, Professional Surveyor #683, on February 5, 2025 as follows:

Beginning at the Southeast corner of the Southeast Quarter of Section 3, Township 24 South, Range 1 West of the 6th Principal Meridian; Thence with a bearing of South 89°38'09" West (basis of bearings is NAD 83 Kansas South Zone) along the South line of said Southeast Quarter a distance of 1,030.58 feet; Thence North 00°02'16" East a distance of 1,325.48 feet to the North line of the South Half of said Southeast Quarter; Thence North 89°35'07" East along the North line of the South Half of said Southeast Quarter a distance of 1,020.45 feet to the Northeast corner of the South Half of said Southeast Quarter; Thence South 00°24'00" East along the East line of said Southeast Quarter a distance of 1,326.35 feet to the point of beginning, containing **31.215 Acres**, and subject to road right-of-way easements across the South 30.00 feet and East 30.00 feet thereof and any other easements and restrictions of record.

Copyright © 2024 Garber Surveying Service, P.A. Served 2/5/2025 5:02:54 PM by ESCOBENECHEKER  
Full Title & Time Wednesday, February 5, 2025 5:02:56 PM Dept. Path \\Vista\Compass\AUD\GSS\FILES\2025\202500-48 CS\Draw\202500-48 DRK Auto SFC 1502 (LeadtoCard)

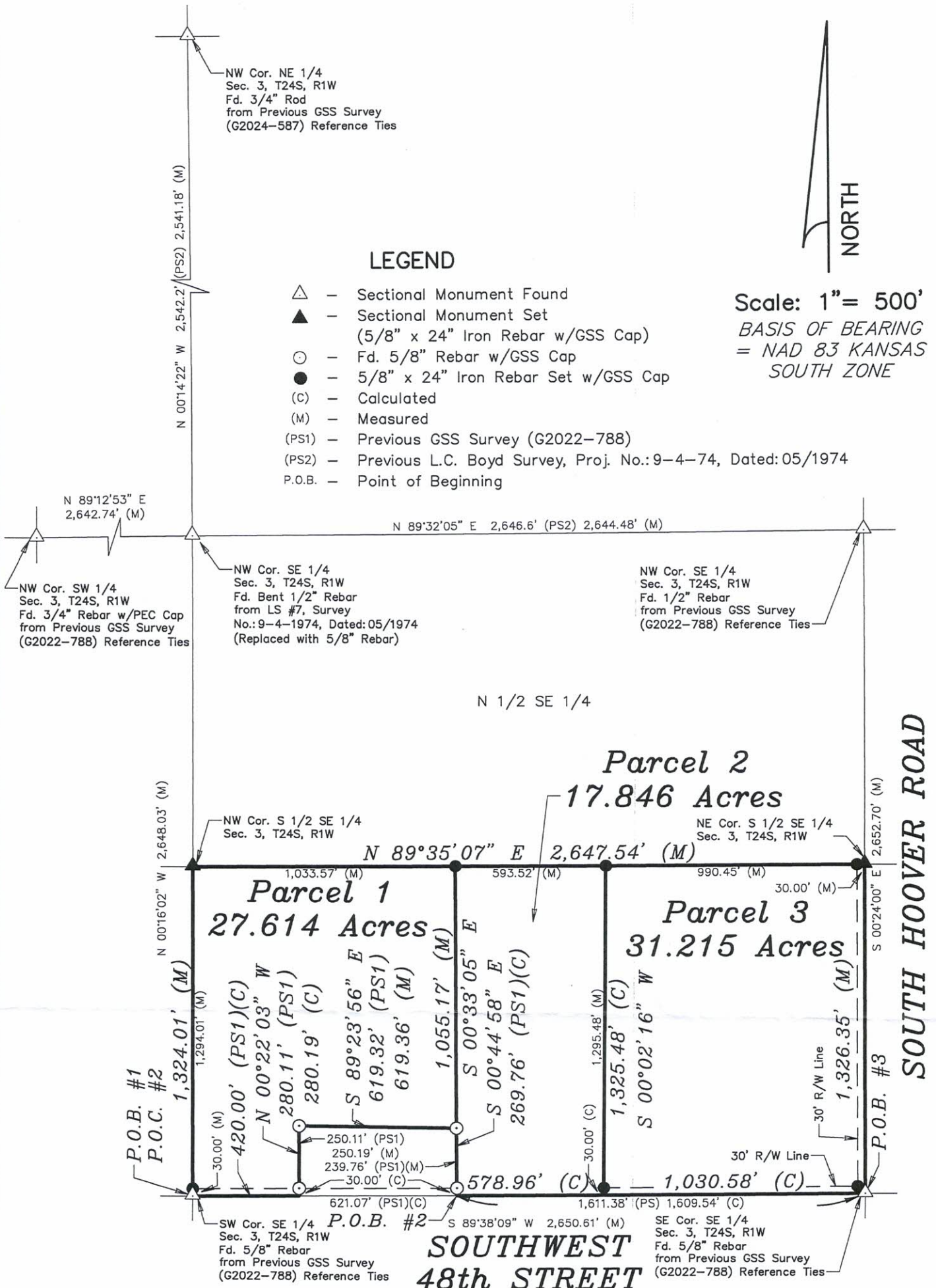


**SURVEY FOR:**

**Project No. G2025-48**  
 SHEET 3 OF 3

**DESCRIPTION:**

A survey of a portion of the South Half 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.



Copyright © 2025 Garber Surveying Service, P.A. Served 2/5/2025 4:32:10 PM by ESCHDENECKER  
 Plot Date & Time Wednesday, February 5, 2025 4:32:57 PM Drawn with AutoCAD 2025  
 GSSFILES\2025\1725008-8 CAD\Drawn\20250205.dwg JK Auto, SPC, 1500' (North)

# 17.85+/- Acres on SW 48th St., Newton, KS 67114 - Zoning A-1



3/12/2025, 2:32:45 PM

Harvey County Zoning

 A-1-Agricultural Zoning District

 Override 1


 Road Centerline

 Streets/Roads

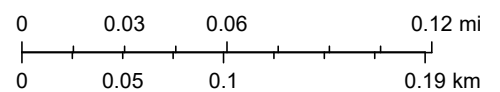
Parcel Boundary

 Parcel Boundary

 Creek/River

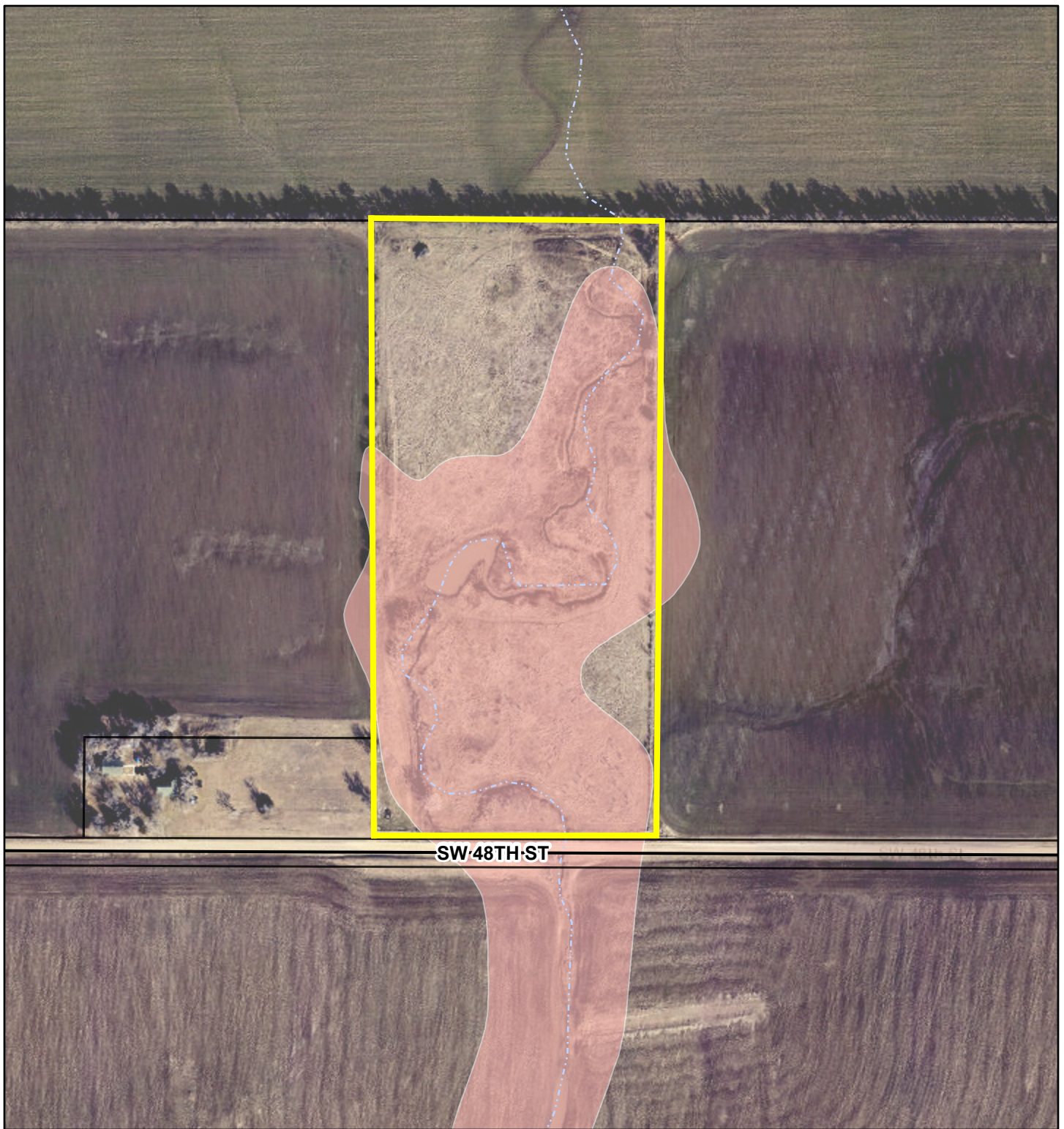
 Unnamed Tributary

1:4,514








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





# 17.85+/- Acres on SW 48th St., Newton, KS 67114 - Flood

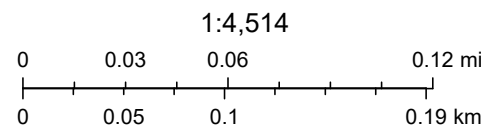


SW 48TH ST

3/12/2025, 2:37:51 PM

-  Override 1
-  Road Centerline
-  Streets/Roads
-  Parcel Boundary
-  Parcel Boundary

-  Creek/River
-  Unnamed Tributary
-  Flood Hazard Boundary
-  A - 1%










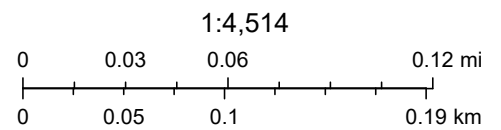
Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

# 17.85+/- Acres on SW 48th St., Newton, KS 67114 - Aerial



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

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



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## 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)*

