# PROPERTY INFORMATION PACKET

## THE DETAILS



159 +/- Acres on SW 150 St. | Zenda, KS 67159

AUCTION: BIDDING OPENS: Tues, February 20<sup>th</sup> @ 2:00 PM BIDDING CLOSING: Thurs, February 29<sup>th</sup> @ 2:00 PM



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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 McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer'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; 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. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. The Title Commitment Schedule B Part II-Exceptions will be added as a supporting document on McCurdy.com at the time it is provided by the title company. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500 minimum) added to the final bid.

#### ALL FIELDS CUSTOMIZABLE



MLS# 634649 Class Land **Property Type** Farm County Kingman Area **SCKMLS** 

159 +/- Acres SW 150th St. Address

Address 2

City Zenda State KS 67159 Zip **Status** Active

**Contingency Reason** 

**Asking Price** \$0 For Sale/Auction/For Rent Auction Associated Document Count 0























## **GENERAL**

List Agent - Agent Name and Phone Isaac Klingman List Office - Office Name and Phone McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600

Co-List Agent - Agent Name and Phone Co-List Office - Office Name and Phone

**Showing Phone** 1-888-874-0581 **Zoning Usage** Agriculture 310-20419 Parcel ID **Number of Acres** 159.00 **Price Per Acre** 0.00 6926040 Lot Size/SqFt

Cunningham School District

(USD 332) **Elementary School** Other Middle School Other **High School** Other

Subdivision NONE LISTED ON TAX

RECORD

**IMPROVEMENTS** 

1/24/2024 **List Date** Realtor.com Y/N Yes **Display on Public Websites** Yes **Display Address** Yes **VOW: Allow AVM** Yes VOW: Allow 3rd Party Comm Yes Sub-Agent Comm **Buyer-Broker Comm** 3 **Transact Broker Comm** 3

Variable Comm Non-Variable

Virtual Tour Y/N

Legal

### **DIRECTIONS**

**School District** 

Directions (Zenda) SW 140 St. & SW 90 Ave - West to SW 120 Ave. Southwest corner of SW 150 St. & SW 120 Ave.

### **FEATURES**

SHAPE / LOCATION

Rectangular None **OUTBUILDINGS** Corner **TOPOGRAPHIC** None **MISCELLANEOUS FEATURES** Rolling Stream/River None **DOCUMENTS ON FILE** PRESENT USAGE Tillable Aerial Photos **FLOOD INSURANCE ROAD FRONTAGE** Dirt Unknown

**SALE OPTIONS** None **EXISTING FINANCING** Other/See Remarks PROPOSED FINANCING Other/See Remarks **POSSESSION** At Closing

SHOWING INSTRUCTIONS Call Showing # **LOCKBOX** 

None

**AGENT TYPE** Sellers Agent **OWNERSHIP** Individual **TYPE OF LISTING** Excl Right w/o Reserve **BUILDER OPTIONS** 

Open Builder

## Natural Gas **FINANCIAL**

**UTILITIES AVAILABLE** 

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: Tuesday, February 20th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, February 29th, 2024 at 2 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!!! NO MINIMUM, NO RESERVE!!! If you are looking to add to your existing farm operation with quality tillable acreage or simply want to invest in Kansas land, this is your opportunity. 159+/- acres of tillable farmland located in southwestern Kingman County between Nashville and Zenda, only 1 mile south of K-42. With this quarter section selling regardless of price, make sure to not miss this auction! -S19-T30-R09W NE4 Primarily tillable acreage - Great investment opportunity - One mile south of K42 -SW 120th Ave and SW 150th St frontage - 3 miles west of Zenda - 5 miles east of Nashville There is an existing cropland lease that is in effect with wheat currently planted. Possession of the tillable land will be after the wheat is harvested. There are no mineral interests that convey with the property. Definition of 'selling by the acre': A method of sale often used for agricultural or undeveloped acreage in which bids are made based on a per-acre price. By way of example, if a 160-acre parcel was offered "by the acre" the high bid may be \$5,000 an acre. That amount would then be multiplied times the total acreage to arrive at a total bid price of \$800,000 (plus Buyer's Premium, if applicable). For the purposes of calculating the total sales price, the acreage will be rounded to the nearest whole acre. For example, a parcel with 158.7 acres would be offered as 159 acres or a parcel is 158.3 would be offered as 158 acres. Taxes will be estimated at closing as final amounts will not be available until the lot split is finalized. \*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 (\$1,500.00 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**

**Auction Date Auction Offering**  2/20/2024 Real Estate Only

1 - Open for Preview **Broker Reg Deadline** 

02/28/2024 by 5:00 PM

**Buyer Premium Y/N** Yes Auction Location www.mccurdy.com

**Auction Start Time** 2:00 PM 1 - Open End Time

**Broker Registration Req** 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.

Authentisign ID: B06FDCBA-28B6-EE11-BEA1-6045BDD8973C



# SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

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 (in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages.					
Dustin Elliott					
Special Assessments or Fees:					
s the Real Estate located in an improvement district? Yes No Unknown					
s 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?					
X 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:**

Dustin El	<i>lliott</i> 01/24/2024		
Signature	Date	Signature	Date
Dustin Elliott			
Print		Print	
Title	Company	Title	Company
responsibility to have desired inspections or		npleted prior to bidding on the Rea	for the Real Estate and that it was Buyer' l Estate and that Buyer either performed a
BUYER:			
Signature	Date	Signature	Date
Print		Print	
Title	Company	Title	Company

Company

Company



# WATER WELL INSPECTION REQUIREMENTS

Property Address: 159 +/- Acres On SW 150th St. - Zenda, KS 67159

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? YESNO	
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:	
Dustin Elliott 01/24/2024	
Owner/Seller	Date
Owner/Seller	Date
Buyer	Date
Buver	 Date

## FARM LEASE ACKNOWLEDGMENT

Legal Description of the Property: 159 +/- Acres On	the "Real Estate")
LANDLORD:	
TENANT:	
TERM OF LEASE: Cash rent 45 per acre year to year	ar
TYPE OF CROP(S): Currently wheat	
TYPE OF LEASE:	
CROP SHARE: YES NO	
If yes, what share?	
CASH RENT: YES NO NO	
If yes, payment terms? I face 45 an acre	e split into two payments each year
HAS NOTICE TO TERMINATE BEEN GIVEN? YES	NO
ADDITIONAL TERMS:	
Landlord and Tenant (the "Parties") acknowledge that, to contains all material terms of the Parties' farm lease agreement.	the best of their knowledge, the information contained in this document
Landlord	Tenant
Print Name	Print Name
Date01/24/2024	Date01/31/2024

159 +/- Acres on SW 150 St., Zenda, KS 67159 - Zoning A-1 Agricultural



159 +/- Acres on SW 150 St., Zenda, KS 67159 - FEMA No Digital Data Available

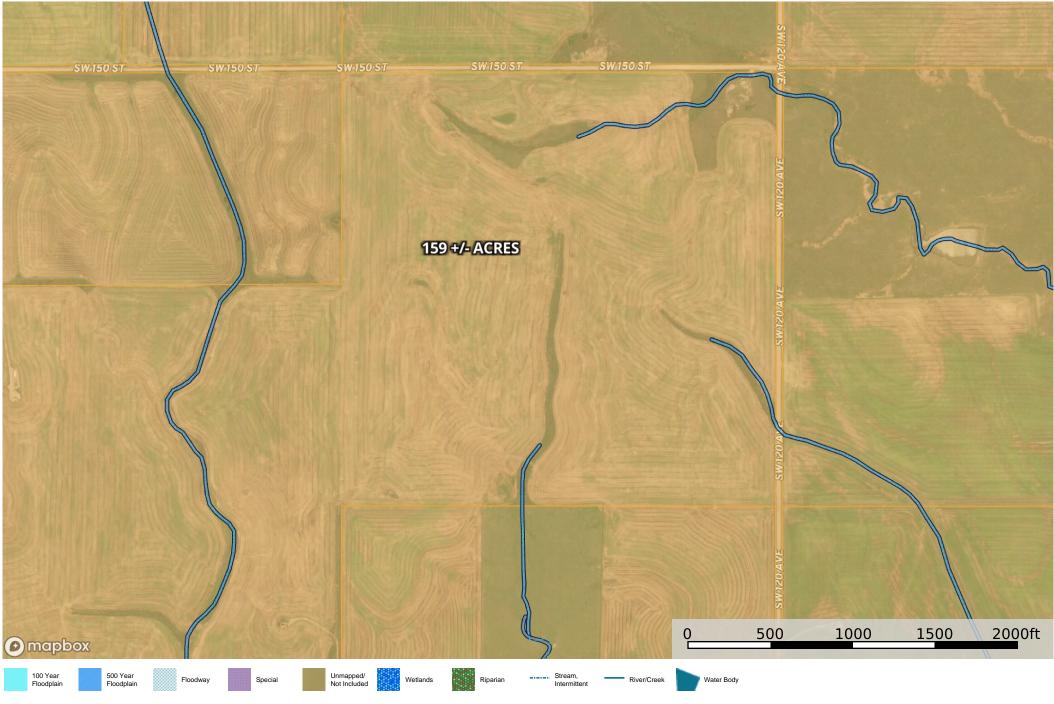


159 +/- Acres on SW 150 St., Zenda, KS 67159 - Aerial

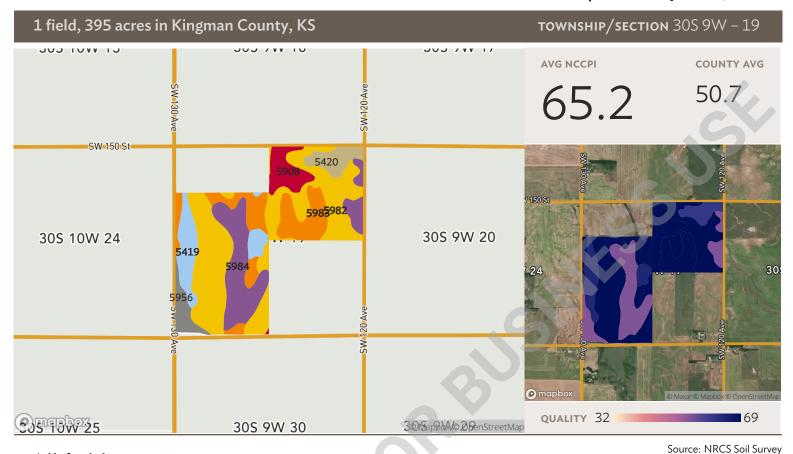


Kansas, AC +/-









## All fields

395 ac.

	SOIL	SOIL DESCRIPTION	ACRES PER	CENTAGE OF	SOIL	NCCPI
	CODE			FIELD	CLASS	
	5982	Nalim loam, 1 to 3 percent slopes	165.26	41.8%	2	69.5
	5984	Nalim clay loam, 3 to 6 percent slopes, eroded	71.10	18.0%	3	54.2
	5983	Nalim loam, 3 to 6 percent slopes	65.95	16.7%	3	68.8
	5419	Case-Clark clay loams, 3 to 7 percent slopes	36.11	9.1%	4	64.1
•	5908	Nalim loam, 0 to 1 percent slopes	23.50	5.9%	2	70.0
	5420	Case-Clark clay loams, 7 to 15 percent slopes	18.85	4.8%	6	60.7
	5956	Shellabarger sandy loam, 1 to 3 percent slopes	14.55	3.7%	2	53.8
			395.32			65.2

contact AcreValue Support

about an Enterprise

subscription.



### 1 field, 395 acres in Kingman County, KS TOWNSHIP/SECTION 30S 9W - 19 All fields 395 ac. 2022 2021 2020 2019 2018 Winter Wheat 12.2% 96.7% 95.1% 96.6% 96.2% 30S 9W 19 Sorghum 84.2% 3.7% 3.3% 4.9% 3.4% 3.8% Other

Source: NASS Cropland Data Layer

subscription.



#### TERMS AND CONDITIONS

- 1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. 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. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. 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.
- 3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC ("McCurdy") at Bidder's request.
- 4. 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 the owner of the Real Estate (the "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; 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 been provided 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.
- 5. 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.
- 6. 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.



- 7. Once submitted, a bid cannot be retracted.
- 8. There will be a 10% buyer's premium (\$1,500.00 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.
- 9. The Real Estate is not offered contingent upon financing.
- 10. 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, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. 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.
- 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. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these 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 auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
- 15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed the Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
- 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 premises 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 has the right to establish all bidding increments.
- 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. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
- 22. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 23. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
- 24. 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.
- 25. 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 online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
- 26. 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 or 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.
- 27. The ability to "pre-bid" or to leave 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 the particular lot is formally initiated by McCurdy.



- 28. 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.
- 29. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out 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.
- 30. 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.
- 31. 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.



## 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)







