

Real Estate Auction

Auction: November 16, 2017 ~ 6:00 p.m.

Auction held on site!



Open for Inspection:

November 1, 2017 ~ 3:30 - 5:30 p.m.
November 11, 2017 ~ 9:30 - 11:30 a.m.
During Personal Property Auction | OR BY APPOINTMENT



11840 230th Street | Linwood | Kansas | 66052

Minutes from Eudora and Lawrence in Leavenworth County

If you are looking for a home in the country, don't miss your opportunity to purchase this 3 bedroom, 2 bath brick rancher on approximately 38 acres m/l of rolling grass land. Bring your horses, bring your cows or just enjoy fishing in one of the two farm ponds. With your personal updates this could be the ultimate country home.

Just minutes North of Eudora, East of Lawrence or West of Linwood.

CONTACT US for complete Property Prospectus!

- ◆ Three (3) Bedrooms
- ◆ Two (2) Bathrooms
- ◆ Walkout Basement
- ◆ 40± Acres, partial fenced
- ◆ Two Ponds - stocked
- ◆ Rolling pasture grass
- ◆ Low maintenance Brick
- ◆ 50 x 70 Farm Shed w/lean-to
- ◆ Wonderful Views!



Flory & Associates ~ Realty

1162 N 550 Road
Baldwin City, KS 66006

Phone: 785-594-3125
Mobile: 785-979-2183

www.FloryAndAssociates.com
Email: FloryAndAssociates@gmail.com



Jason Flory, Auctioneer/Agent

Please visit www.FloryAndAssociates.com for complete listing of Auction terms, additional property information and pictures!

PROPERTY VIEWING:

11840 230th St., Linwood, KS 66052

Property open for viewing:

November 1, 2017 ~ 3:30 - 5:30 pm
November 11, 2017 ~ 9:30 - 11:30 am

(During the personal property auction)

Or by Appointment!

If the above times do not work for your schedule, please feel free to contact Jason or Wendy Flory to schedule an appointment to view/inspect the property.

Property will be available for inspections during the scheduled **Open House: Wednesday, November 1, 2017 3:30 - 5:30 p.m. AND Saturday, November 11, 2017 9:30 - 11:30 a.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, mold and/or lead-based paint, termite; property will be sold "as is". **Your bidding is not contingent on Inspections.**



Jason W. Flory, Auctioneer/Agent
785-979-2183

Email: Jasonwflory@gmail.com
Www.FloryAndAssociates.com
Wendy Flory, Broker ~ 785-979-2923

Visit www.FloryAndAssociates.com for additional information!

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AUCTION TERMS and CONDITIONS

Properties being Sold: 11840 230th St, Linwood, KS 66052 ~ Thursday, Nov 16, 2017

Down Payment:

Buyer will provide a Ten Percent (10%) non-refundable down payment/earnest money the day of auction, upon signing a purchase agreement immediately following the close of bidding. The down payment may be paid in the form of personal check, business check or cashiers check. The remainder of the purchase price and closing costs is payable at closing. **YOUR BIDDING AND PURCHASE AGREEMENT WILL BE NON-CONTINGENT UPON FINANCING**, be sure you have arranged financing, if needed, and are capable of paying the balance at closing.

INSPECTIONS:

Property will be available for inspections during the scheduled **Open House Wednesday, November 1, 2017 3:30 - 5:30 p.m. AND Saturday, November 11, 2017 9:30 - 11:30 a.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, septic, mold, lead-based paint and/or termite; property will be sold "as is". **Your bidding and Purchase agreement will be NON-CONTINGENT on Inspections.** BECAUSE THIS PROERPTY IS CONNECTED TO SEPTIC SYSTEM AND IS REQUIRED BY COUNTY TO BE INSPECTED TO CHANGE OWNERSHIP, SEPTIC INSPECTION IS INCLUDED IN PROPERTY PROSPECTUS. **BUYER ACKNOWLEDGES RECEIVING A COPY OF INSPECTION REPORT.**

Title: Seller shall provide clear title and execute a proper deed conveying the real estate to the Buyer (s).

Possession: Possession will be given at closing upon recording of deed.

Real Estate Taxes: Delinquent taxes, if any, will be paid by Seller. Real Estate taxes shall be pro-rated at closing.

Easements: Sale of property is subject to any and all easements of record. See preliminary title commitment within this brochure.

Closing: Anticipated closing date shall be on or before December 16, 2017 or a date mutually agreed upon between the Buyer(s) and Seller(s) conducted at the office of **Kansas Secured Title - Lawrence, KS.**

Agency: Flory and Associates and its representatives are Exclusive Agents for the sellers.

Disclaimer: The property is being sold on an "**as is, where is**" basis, and no warranty or representation, either express or implied, concerning the property is made by either the Sellers, Real Estate Agents and/or the Auction company. Each bidder is responsible for conducting their own independent inspections, investigations, and all due diligence concerning the property and the auction. Information contained in this brochure is subject to verification by all parties relying on it. Diagrams/dimensions in this brochure are approximate. Acreage is estimated. All information contained in this brochure and any related material are subject to the terms and conditions of the sale outlined in the purchase contract. Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions made by the auctioneer are final. The Sellers and the Real Estate Auctioneer reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc.

New Data, Corrections and Changes:

Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN/MADE FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

I have read & understand the TERMS & CONDITIONS of this auction.

To be signed by Bidder/Potential Buyer when obtaining a bidders number.

Signature

Date

Printed Name

PROPERTY OWNER:

Madeline Barnard

LEGAL DESCRIPTION:

11840 230th St, Linwood, Kansas

The Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) in Section 20, Township 12 South, Range 21 East, Less that part used for public road, more fully described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 20; thence South 89 degrees 57' 14" East 20.00 feet to the Point of Beginning of this tract; thence South 89 degrees 57' 14" East 1,288.10 feet; thence South 00 degrees 26' 54" East 1,317.12 feet; thence South 89 degrees 58' 06" West 1,285.81 feet to the East right of way of a road; thence North 00 degrees 32' 49" West 1,318.91 feet to the Point of Beginning in Leavenworth, Kansas.



- ◆ Three (3) Bedrooms
- ◆ Two (2) Bathrooms
- ◆ Walkout (full) Basement
- ◆ 1692± sq ft rancher, Built in 1970
- ◆ 50 x 70 Farm shed w/lean-to, new roof
- ◆ 38± Acres, partial fenced
- ◆ Two Ponds - stocked
- ◆ Rolling pastures for livestock
- ◆ Low maintenance brick
- ◆ Rolling pastures for livestock
- ◆ Amazing views and abundance of wildlife

Leavenworth County, KS

SUBJECT PROPERTY



Legend

- Parcel
- Parcel Number
- Subdivisions
- City Limit Line
- Major Road
- <small other values>
- 70
- Road
- Railroad
- Section
- Section Boundaries
- County Boundary

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1,131.8 565.89 1,131.8 Feet

1 in. = 566ft.

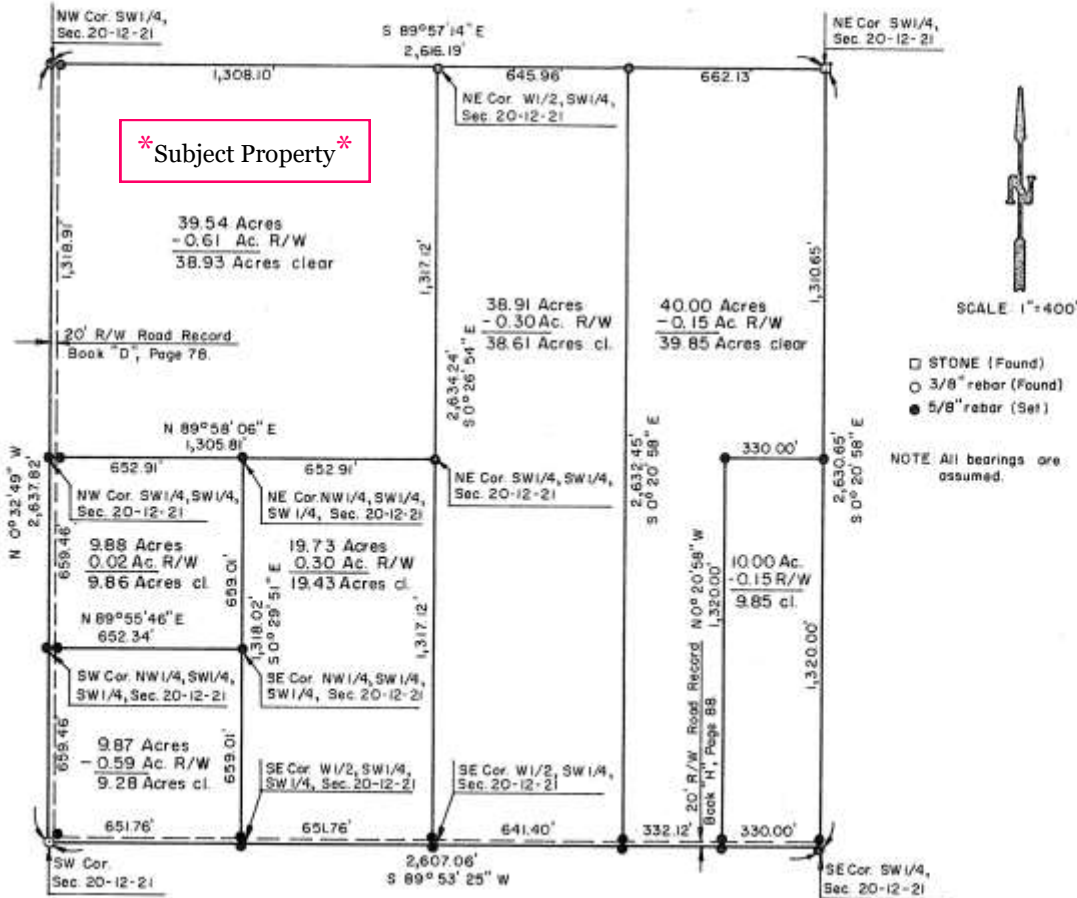
PLAT OF SURVEY

To: Charles Moulden
Date: 23 April 1982

~~Description: Beginning at the Southwest Corner of the Southwest Quarter (SW1/4), of Section Twenty (20), Township Twelve South (T12S), Range Twenty One East (R21E), of the Sixth Principal Meridian (6th P.M.) Leavenworth County, Kansas; thence north 00°-32'-49" west a distance of 2,637.82 feet, said point being the Northwest Corner of the Southwest Quarter (SW1/4) of Section Twenty (20); thence south 89°-57'-14" east a distance of 2,616.19 feet, said point being the Northeast Corner of the Southwest Quarter (SW1/4) of Section Twenty (20); thence south 00°-20'-58" east a distance of 2,630.65 feet, said point being the Southeast Corner of the Southwest Quarter (SW1/4) of Section Twenty (20); thence south 89°-53'-25" west a distance of 2,607.06 feet to the point of beginning containing 157.930 acres, more or less, less 2.000 acres for public road right-of-way.~~

This is for reference only!
This Plat of Survey was supplied by Kansas Secured Title. This Plat is the whole SW Quarter of Section 20.

Please contact Jason should you have any questions.



LEGAL DESCRIPTION for subject property:

11840 230th St, Linwood, Kansas

The Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) in Section 20, Township 12 South, Range 21 East, Less that part used for public road, more fully described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 20; thence South 89 degrees 57' 14" East 20.00 feet to the Point of Beginning of this tract; thence South 89 degrees 57' 14" East 1,288.10 feet; thence South 00 degrees 26' 54" East 1,317.12 feet; thence South 89 degrees 58' 06" West 1,285.81 feet to the East right of way of a road; thence North 00 degrees 32' 49" West 1,318.91 feet to the Point of Beginning in Leavenworth, Kansas.

I HEREBY CERTIFY THIS
PLAT MEETS REQUIREMENTS
OF K.S.A. 15-2005

Charles Moulden
COUNTY SURVEYOR

I hereby certify that the measurements and angles of this survey are correct this 23rd day of April, 1982, and that monuments were found or set at all corners.

Fred G. Rogers
Fred G. Rogers, Surveyor
L.S. 64



SCHWAB-EATON, P. A.
Consulting Engineers
and Land Surveyors
706 Massachusetts
Lawrence, Kansas.



**COMMITMENT TO INSURE
AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions of Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II
- The Conditions.

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed by its authorized officers and issued by its authorized agent as of the Effective Date shown in Schedule A.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

A circular corporate seal for Old Republic National Title Insurance Company is visible in the background. The seal contains the text 'OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY' around the perimeter and 'MINNEAPOLIS, MINN.' at the bottom. In the center of the seal is the 'OR' monogram logo. A handwritten signature in black ink is written over the seal.

President

Attest

A circular corporate seal for Old Republic National Title Insurance Company is visible in the background. The seal contains the text 'OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY' around the perimeter and 'MINNEAPOLIS, MINN.' at the bottom. In the center of the seal is the 'OR' monogram logo. A handwritten signature in black ink is written over the seal.

Secretary

**Issued by Authorized Agent:
Kansas Secured Title, Inc. - Tonganoxie
P.O. Box 803
866 Northstar Court
Tonganoxie, Kansas 66086-8915
Phone: 913-369-3333
FAX: 913-369-8673**

COMMITMENT FOR TITLE INSURANCE
Issued by
Old Republic National Title Insurance Company

By its Agent:
Kansas Secured Title, Inc. - Tonganoxie
P.O. Box 803
866 Northstar Court, Tonganoxie, Kansas 66086-8915
913-369-3333

Closing Officer: Dawn Carver File No.: TX0012668
Telephone: 913-369-3333 Revision No.:
Email: dcarver@kstitle.com Customer File:

Closing Office: 866 Northstar Court, Tonganoxie, KS 66086
Phone: (913) 369-3333
FAX: (913) 369-8673

SCHEDULE A

1. Effective Date: October 9, 2017, 8:00 am

Property Address: 11840 230th St.
Linwood, KS 66052

2. Policy (or Policies) to be issued:

a. ALTA Owner's Policy (6-17-06)

Amount:
Premium Amount:

Proposed Insured: To Be Determined

b. ALTA Loan Policy (6-17-06)

Amount:
Premium Amount:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Madeline Barnard

5. The land referred to herein is described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof

EXHIBIT "A"

The land referred to herein is described as follows:

The Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) in Section 20, Township 12 South, Range 21 East, Less that part used for public road, more fully described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 20; thence South 89 degrees 57' 14" East 20.00 feet to the Point of Beginning of this tract; thence South 89 degrees 57' 14" East 1,288.10 feet; thence South 00 degrees 26' 54" East 1,317.12 feet; thence South 89 degrees 58' 06" West 1,285.81 feet to the East right of way of a road; thence North 00 degrees 32' 49" West 1,318.91 feet to the Point of Beginning in Leavenworth County, Kansas.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

By its Agent:

Kansas Secured Title, Inc. - Tonganoxie

P.O. Box 803

866 Northstar Court, Tonganoxie, Kansas 66086-8915

913-369-3333

SCHEDULE B

I. Requirements:

The following items need to be satisfied or released prior to closing. In the event these items are not satisfied or released they will show as exceptions on the policy(ies) when issued.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. We anticipate compliance with the following requirements:
 - a. Record Warranty Deed from Madeline Barnard, and spouse, if married and stating marital status, to To Be Determined, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.
 - b. The application of our title insurance does not give the name of the prospective purchaser. When such is ascertained, the records must be run for possible judgments. If a corporation or partnership is to acquire title, certain additional requirements may be necessary.
 - c. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$100.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such times as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for same has been paid.

FOR INFORMATIONAL PURPOSES ONLY:

- d. The County Treasurer's records for [Tax ID 19870](#)
PARCEL ID / CAMA: 224-20-0-00-00-005.00-0 show:
2016 General Tax: \$2,613.24 Special Assessments: \$0.00; Total: \$2,613.24
2016 taxes are PAID IN FULL.

For informational purposes, we note the following Deed(s) appearing of record:

General Warranty Deed from Charles T. Moulden, Jr. and Dorothy A. Moulden, husband and wife, to Frank Lemos, a single person and Phyllis Jean Swearingin, a single person, as joint tenants, recorded August 21, 1989, in [Book 636, Page 54](#).

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Phyllis Jean Swearingin, deceased on October 7, 1997, filed of record on October 21, 1997, in [Book 745, Page 2005](#).

Kansas Warranty Deed from Frank Lemos, a single person, to Frank Lemos, a single person and Madeline Barnard, a single person, as joint tenants, recorded November 4, 2009, as [Document Number 2009R10967](#).

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Frank Lemos, deceased on December 6, 2016, filed of record on December 19, 2016, as [Document Number 2016R11054](#).

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. THIS SERVICE IS NOW AVAILABLE IN LEAVENWORTH, WYANDOTTE, JOHNSON, AND DOUGLAS COUNTIES, KANSAS. An additional electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

CLOSING: If this transaction is to close at Kansas Secured Title, questions regarding closing, including scheduling, should be directed to the Closing Department at 913-369-3333.

CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$1,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally \$18.00 for the first page and \$14.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$17.00 for the first page and \$4.00 for each additional page. Kansas Mortgage Registration Tax will be payable at the rate of \$1.00 per \$1000 of indebtedness.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

By its Agent:

Kansas Secured Title, Inc. - Tonganoxie

P.O. Box 803

866 Northstar Court, Tonganoxie, Kansas 66086-8915

913-369-3333

II. EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. GENERAL EXCEPTIONS:

- a) Rights or claims of parties in possession not shown by the Public Records.
- b) Easements or claims of easements, not shown by the Public Records.
- c) Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
- d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- e) Taxes, or special assessment, if any not shown as existing liens by Public Records.

3. ADDITIONAL EXCEPTIONS:

- a) **General and special taxes for the year 2017 and subsequent years.**
- b) **Rights of Tenants now in possession of the Land either month-to-month or under written leases.**

NOTE: This exception may be removed upon receipt of the signed seller(s) affidavit stating there are no tenants in possession of this property.

- c) **Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.**

- d) Easement granted to The Kansas Electric Power Company, dated September 4, 1942, recorded September 15, 1942 in [Book 339, Page 239](#). (Describes the SW1/4)
- e) Right-of-Way Easement granted to Rural Water District #10, Leavenworth County, Kansas, a 30 foot easement parallel with and 65 feet East of the center of the North-South road on the West side of the East Half of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of the Southwest Quarter 20-12-21, dated March 16, 1976, recorded April 5, 1976 in [Book 520, Page 1177](#).
- f) Right-of-Way Easement granted to Rural Water District #10, Leavenworth County, Kansas, a 30 foot easement parallel with and 65 feet North of the center of the East-West road on the South side of the tract and then parallel with and 65 feet East of the center of the North-South road on the West side of the SW1/4 of 20-12-21 LESS the E1/2 of the NW1/4, and the SW1/4 of the NW1/4, all in the SW1/4 of 20-12-21, dated March 12, 1976, recorded March 31, 1976 in [Book 520, Page 992](#).

Kansas Secured Title, Inc. - Tonganoxie/Title Midwest, Inc.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

APPLICABILITY

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

TYPES OF INFORMATION

Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- and;
- Information we receive from a consumer-reporting agent.

USE OF INFORMATION

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

FORMER CUSTOMERS

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

CONFIDENTIALITY AND SECURITY

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Conditions

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B-Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (b) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have meets its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

- comply with the Requirement shown in Schedule B – Section I
- or
- eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount show in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you."

CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

Seller Property Condition Disclosure Statement

The following is a disclosure statement, made by the SELLER, of information concerning the condition of the Property during ownership of the Property, on the date on which it is signed. It is not a warranty of any kind by the SELLER(S) or any Agent representing any principal in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER may wish to obtain. The information provided in this statement is the representation of the SELLER and not the representation of any Agent. The information contained herein is not intended to be part of any Contract between the SELLER and BUYER.

This disclosure statement concerns the real property situated at:

11840 230th St. IN THE CITY OF LINWOOD,
COUNTY OF LEAVENWORTH, STATE OF KANSAS.

SELLER IS IS NOT currently occupying the property.

SELLER has owned property since: 12-19-2016.

SELLER'S INFORMATION

The SELLER discloses the following information with the knowledge that even though this is not a warranty, prospective BUYERS may rely on this information in deciding whether, and on what terms, to purchase the subject real property. SELLER hereby authorizes any Agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or possible sale of the real property.

Indicate the condition of the following items by marking the appropriate box. Check only one box per item. If negotiable, so indicate by writing "NEGOTIABLE" next to the item.

SECTION A - APPLIANCES		Working	Not Working	Do Not Know if Working	N/A - Not Included
1. Built-in Vacuum System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only <input type="checkbox"/> Other					
2. Clothes Dryer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric					
3. Clothes Washer.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dishwasher.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Freezer - Free Standing.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Refrigerator.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Microwave Oven.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Built in <input checked="" type="checkbox"/> Free Standing					
9. Wall Oven.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other					
10. Cook Top.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Gas <input type="checkbox"/> Electric					
11. Range/Stove.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Free Standing <input type="checkbox"/> Drop-in <input type="checkbox"/> Other					
12. Range Ventilation System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Exterior Grill - Built in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV Antenna/Satellite Dish.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Other:.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Other:.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section A:

SELLER'S initials and date: M.B 9-19-17
SELLER'S initials and date: _____

BUYER'S initial and date: _____
BUYER'S initial and date: _____



SECTION B – ELECTRICAL SYSTEMS

	Working	Not Working	Do Not Know if Working	N/A - Not Included
1. Electrical Service Panel..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Capacity: _____ AMPS (helpful hint – see main breaker panel)				
<input checked="" type="checkbox"/> Circuit Breakers <input checked="" type="checkbox"/> Fuses				
2. Type of Electrical Wiring: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input checked="" type="checkbox"/> Unknown				
3. 220 Volt Service (ie, stove, a/c, dryer)..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cable TV wiring & Jacks: Number of Jacks _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Telephone Wiring & Jacks: Number of Jacks _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Ceiling Fans: Number of Ceiling Fans <u>1</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Doorbell..... <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Electrical Outlets & Switches..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Bathroom Vent Fan(s)..... <u>2</u> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Light Fixtures..... <u>14</u> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intercom System – Built-in..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Sound System – Built-in..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Speakers –Built-in; <input type="checkbox"/> Wiring – Built-in.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. High Speed Internet Wiring..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Other				
Number of Jacks: _____				
14. Security System (<input type="checkbox"/> Pre-Wired Only)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Smoke/Fire Alarm..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors: <u>1</u>				
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes <u>2</u> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage Door Keyless Entry..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Other: _____ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section B: _____

SECTION C – HEATING AND COOLING SYSTEMS

1. Furnace..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forced Air Gas <input type="checkbox"/> Forced Air Electric <input checked="" type="checkbox"/> Forced Air Propane			
<input type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input checked="" type="checkbox"/> Specify Other <u>FORCED AIR</u>			
Age _____; <input type="checkbox"/> Zoned Number of Units <u>1</u>			
Humidifier..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Heat Pump..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Age _____; <input type="checkbox"/> Zoned Number of Units _____			
3. Air Conditioning..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Central Air; Age _____; <input type="checkbox"/> Zoned; No. of Units <u>1</u>			
<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Other (comment)			
4. Propane Tank (<input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leased From _____			
5. Air Purifier (Electronic Air Filter)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Solar Heating (Panels & Plumbing)..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Whole House Fan..... <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Attic Ventilation System (attic only)..... <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Fireplace..... <u>2</u> <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Masonry <input type="checkbox"/> Insert <input checked="" type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent			
Gas Fireplace Logs..... <u>No</u> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fireplace Starter..... <u>No</u> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Free Standing Heating Stove..... <u>No</u> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fuel Source: <input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Corn <input type="checkbox"/> Other (comment)			
11. Other: _____ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section C: _____

SELLER'S initials and date: P.S.B. 9-19-17
 SELLER'S initials and date: _____

BUYER'S initial and date: _____
 BUYER'S initial and date: _____



SECTION D – WATER SYSTEMS

	Working	Not Working	Do Not Know if Working	N/A - Not Included
1. Water Supply.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Connected to Treated Water System: <input type="checkbox"/> City <input checked="" type="checkbox"/> Rural				
<input checked="" type="checkbox"/> Well <input type="checkbox"/> Cistern <input type="checkbox"/> Other: _____				
Rural Water District # <u>10</u> Phone # _____				
2. Sewage System.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property is connected to: <input type="checkbox"/> City Sanitary Sewer System				
<input checked="" type="checkbox"/> Septic System <input type="checkbox"/> Lagoon <input type="checkbox"/> Other: _____				
3. Plumbing				
Water/Supply Lines.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer/Waste Lines.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Fixtures & Faucets.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grinder Pit / Lift Station.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Jetted Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Hot Tub.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Sump Pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discharges to _____				
Number of Sump Pumps _____				
7. Swimming Pool.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Above Ground <input type="checkbox"/> In Ground				
8. Underground Sprinkler System.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installed: <input type="checkbox"/> Professionally <input type="checkbox"/> Homeowner <input type="checkbox"/> Unknown				
9. Water Heater.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Number of Water Heaters <u>1</u> ; Age _____; Gals. _____				
10. Water Purifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Water Softener (<input type="checkbox"/> Leased <input type="checkbox"/> Owned).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments/Explanations from Section D: _____

SECTION E – STRUCTURAL CONDITIONS

	Yes	No	Unknown
1. Age of Roof _____			<input type="checkbox"/>
<input checked="" type="checkbox"/> Composition <input type="checkbox"/> 3-D Composition <input type="checkbox"/> Wood <input type="checkbox"/> Other: _____			
2. Has the roof ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is there present damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are you aware of any adverse conditions regarding the exterior siding of the structure(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is there a history of infestation of termites, carpenter ants, fleas, rodents, etc?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Has the property been treated for infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Unrepaired damage from previous infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the property currently under warranty or other coverage by a licensed pest control company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Have any of the windows ever leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is there any damage to the chimney which requires repair?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Has there ever been leakage/seepage in the basement/crawlspace?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any structural problems with the improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Have any corrections been made to stabilize the foundation or retaining walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
15. Have you experienced any moving or settling of the following?			
a. Foundations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Floors.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Sidewalks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Patios.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Retaining Walls.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SELLER'S initials and date: M.B. 9-19-17
 SELLER'S initials and date: _____

BUYER'S initial and date: _____
 BUYER'S initial and date: _____



Section E – Continued

	Yes	No	Unknown
16. Has there ever been damage to the real property or any of the improvements due to fire, flood, wind, hail, or other acts of nature?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Have you ever had a leak from any plumbing line/fixture or appliance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Have you had the property inspected for the existence of any types of mold?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, attach copy of any inspection report.			
19. Have you received any insurance proceeds or filed any insurance claim on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>REPAIR OF DAMN ROOF</i>		

If yes, please comment and include any/all reports: _____

SECTION F – HAZARDOUS CONDITIONS: Are you (SELLER), to the best of your knowledge, aware of any of the following substances, materials, or products on the real property which may be an environmental hazard?

	Yes	No	Unknown
1. Radon.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pre-Plumbed <input type="checkbox"/> Operating Mitigation System			
2. Mold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Lead-Based Paint.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Contaminated soil or water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Toxic Materials.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Asbestos.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Landfill or buried materials.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Underground fuel or chemical storage tanks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please comment and include any/all reports: _____

*Minimal Mold in Basement.
HAS BEEN TREATED*

SECTION G – TITLE DISCLOSURES: Are you (SELLER), to the best of your knowledge, aware of any of the following which could affect the real property? FOR INFORMATION CONCERNING SPECIAL ASSESSMENTS, CONTACT BOTH THE CITY CLERK AT 832-3201, AND THE COUNTY TREASURER AT 832-5178.

For online tax info visit: http://www.douglas-county.com/online_services/valuetaxes/disclaimer.asp.
For Pending/Certified Special Assessment info visit: <http://www.lawrenceks.org/specialassessment/>

	Yes	No	Unknown
1. Any Covenants and Restrictions or other deed restrictions or obligations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have a copy of a property survey.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Any lot-line disputes or other unusual claims against the real property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any encroachments.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any zoning violations.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Any non-conforming uses of property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Any violations of "set back" requirements.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Easements other than normal utility easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Any planned road or street expansions or improvements adjacent to the property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Any notices from any governmental, or quasi-governmental agency (HOA) affecting this real property.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Any Pending/Certified assessments on the real estate, including but not limited to those for sidewalks, streets, sewers and waterlines.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Total balance of remaining special taxes: \$ _____

Certified Special Taxes: please itemize below:

Special Assessment 1 Description: _____	Amount \$ _____	Pay Off Year: _____
Special Assessment 2 Description: _____	Amount \$ _____	Pay Off Year: _____
Special Assessment 3 Description: _____	Amount \$ _____	Pay Off Year: _____
Special Assessment 4 Description: _____	Amount \$ _____	Pay Off Year: _____

Pending (estimated) Special Taxes or Benefit Districts: \$ _____ (principal only); Type of Assessment _____

SELLER'S initials and date: *MB 9-19-17*
SELLER'S initials and date: _____

BUYER'S initial and date: _____
BUYER'S initial and date: _____



Section G – Continued

- | | Yes | No | Unknown |
|--|--------------------------|-------------------------------------|--------------------------|
| 12. Features, such as walls, fences and driveways which are shared in common with adjoining landowners who use or have a responsibility to maintain the feature..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Any lawsuits against the SELLER threatening, or affecting, this real property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. Any Home Owners Association (HOA) which has authority over the real property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Association contact person: _____ Phone _____ | | | |
| 15. Are Home Owner's Association (HOA) dues/fees assessed against the property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dues: \$ _____ per _____; Transfer/Initiation Fee: \$ _____ | | | |
| *Please explain in Comments/Explanation below what is covered /included by the HOA dues and fees. | | | |
| 16. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas Co-owned in individual interest with others)..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Any problems related to any common area..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If yes, please comment and include any/all reports: _____

SECTION H – OTHER DISCLOSURES: FOR QUESTIONS CONCERNING ZONING OF ANY ADJACENT PROPERTY, CONTACT THE LAWRENCE/DOUGLAS COUNTY PLANNING DEPARTMENT AT 832-3150, OR THE LOCAL CITY/COUNTY ZONING DEPARTMENT IF THIS PROPERTY IS LOCATED OUTSIDE OF DOUGLAS COUNTY. Lawrence/Douglas County Planning info at: <http://www.lawrenceks.org/pds/>

- | | Yes | No | Unknown |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Current zoning is _____ | | | |
| 2. Is any portion of the property in a flood plain..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, is flood insurance required..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is there a certificate of elevation..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the real property in a Wetlands area..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any flooding, drainage, or grading problems..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Any room additions, structural modifications, or other alterations without: | | | |
| Necessary permits..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Licensed contractors..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are any trees or shrubs diseased or dead..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Is there located on the real property any of the following, active or inactive: | | | |
| a. Septic System..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Lagoon..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Well..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Cistern..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Is this a rental property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Are you aware of any environmental conditions or incidents on, at, or over the real property that could possibly lead to a lawsuit or liability under any law, rule, ordinance, or other legal theory..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If yes, please comment and include any/all reports: _____

SECTION I – MAINTENANCE: Insert the most recent year in which the following occurred.

- | | Date | Unknown | | Date | Unknown |
|---|-------|-------------------------------------|---|-------|-------------------------------------|
| 1. Serviced Air Conditioner..... | _____ | <input checked="" type="checkbox"/> | 4. Serviced/Cleaned Septic System..... | _____ | <input checked="" type="checkbox"/> |
| 2. Serviced Furnace..... | _____ | <input checked="" type="checkbox"/> | 5. Serviced/Cleaned Main Plumbing Waste Lines.. | _____ | <input checked="" type="checkbox"/> |
| 3. Cleaned/Serviced Fireplace Chimney/Woodstove flue... _____ | _____ | <input checked="" type="checkbox"/> | 6. Checked Sprinkler System Back-Flow Valve.... | _____ | <input type="checkbox"/> |
| | | | 7. Sprinkler System Winterized..... | _____ | <input type="checkbox"/> |

Other Routine/Recurring Maintenance _____

Comments/Explanations from Section I: _____

SELLER'S initials and date: D.B. 9-19-12
 SELLER'S initials and date: _____

BUYER'S initial and date: _____
 BUYER'S initial and date: _____



SECTION J – PERSONAL PROPERTY: ANY PERSONAL PROPERTY INCLUDED IN THE SALE OF THIS PROPERTY SHOULD BE ITEMIZED IN THE SALES CONTRACT AS NEGOTIATED BETWEEN SELLER AND BUYER.

1. ITEMS THAT REMAIN WITH PROPERTY:

M.A.	WASHER	M.A.	Fishing Boat
	DRYER		Pontoon
	STOVE		2010 Dodge CAMPER
	REFRIGERATOR		John Deere Riding Lawnmower # 345
	MICROWAVE		
	DISH WASHER		

2. ITEMS RESERVED BY SELLER:

SECTION K – ADDITIONAL INFORMATION:

1. ANY OTHER FACTS OR INFORMATION RELATING TO THIS PROPERTY THAT WOULD BE OF INTEREST TO A BUYER:

2 Stocked Ponds
 Good Pasture
 Good BARN New Roof

2. ARE YOU AWARE OF ANY ADDITIONAL DEFECTS PRIOR TO YOUR OWNERSHIP?

SELLER certifies that the information herein is true and correct to the best of SELLER'S knowledge as of the date signed by SELLER. SELLER further agrees to notify BUYER of any additional items which may become known to the SELLER prior to recording of the Deed. SELLER further agrees to hold the Real Estate Broker(s) harmless from any liability incurred as a result of any third-party reliance on the disclosure contained herein and acknowledges receipt of a copy of this statement.

I have not occupied this property in the past _____ years of my ownership. Therefore, there are conditions of this property with which I am not familiar, however I have completed this disclosure as fully as possible.

Madelin Barnard
 SELLER SIGNATURE

9-19-17
 DATE

SELLER NAME (Please type or print clearly)

SELLER SIGNATURE

DATE

SELLER NAME (Please type or print clearly)

BUYER'S initial and date: _____
 BUYER'S initial and date: _____



BUYER'S RECEIPT OF DISCLOSURE STATEMENT

BUYER acknowledges that this disclosure does not constitute a warranty. The BUYER is urged to carefully inspect the property and to have the property inspected by a qualified inspector. The BUYER understands that there are areas of the property of which the SELLER has no knowledge and this disclosure statement does not encompass those areas. The BUYER also acknowledges that he has read and received a signed copy of this statement from the SELLER or SELLER'S Agent. The BUYER acknowledges any personal property not included in the sales contract remains the property of the SELLER.

BUYER'S RIGHT TO PROFESSIONAL COUNSEL: BUYER acknowledges and agrees that the purchase of real property encompasses many professional disciplines, and while Broker possesses considerable general knowledge, Broker is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous material, engineering, etc. BUYER acknowledges that BUYER has been advised by Broker to seek professional expert assistance and advice in those and other areas of professional expertise. In the event that Broker provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that Broker does not warrant or guarantee such services and/or products.

BUYER herein understands that outside legal and tax counsel is recommended. Comprehensive mechanical, structural and other inspections are recommended. If, at BUYER'S option and choice, BUYER decides not to conduct inspections or obtain tax and legal counsel before closing, then BUYER accepts the Property in its present condition and will make no claim against SELLER, Brokers, or agents, based upon the lack of tax or legal counsel or based on any known or unknown past, current, or future condition of the above property and/or its improvements including but not limited to latent or patent defects, repairs, or replacements.

BUYER is advised that school boundaries are subject to change.

BUYER is advised that Kansas law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. BUYER is advised that information regarding those registrants may be available through the Kansas Bureau of Investigation (home page address: <http://www.kansas.gov/kbi/>) or by contacting the local sheriff's office.

BUYER is advised that fungal contaminants (molds, etc.) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose fungal contaminants. BUYER may wish to obtain an inspection specifically for fungal contaminants to more fully determine the condition of the Property and its environmental status. Companies may be found in the Yellow Pages under "Environmental and Ecological Consultants," or "Environmental and Ecological Equipment and Services." Additional information about mold/fungal contaminants may be found at the following Internet Web Site: <http://www.cdc.gov/mold/faqs.htm>.

RADON: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>. BUYER acknowledges that SELLER does not warrant code compliance.

BUYER SIGNATURE

DATE

BUYER NAME (Please type or print clearly)

BUYER SIGNATURE

DATE

BUYER NAME (Please type or print clearly)



“AS IS” ATTACHMENT TO SALES CONTRACT

SELLER(s): Madeline Barnard
BUYER(s): _____
ADDRESS: 11840 230th Street
Linwood, KS 66052

1. The Property being sold is not new and neither SELLER nor Seller's Agent warrant the condition of the property, which is sold in its present "AS IS" condition. BUYER understands and agrees that SELLER, his or her agents or assigns, will not, prior or subsequent to closing, be responsible for the repair, replacement, or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship, or mechanical components of the structures, improvements, or land, including but not limited to: heating, plumbing, electrical or sewage disposal system, well or other water supply system, drainage or moisture conditions, foundations, air conditioning, hot water heater, pools, spas, solar systems, appliances, roof or damage by pests or other organisms.
2. This provision supersedes all other provisions in the Purchase Agreement regarding maintenance and condition of the Property (except those relating to the destruction of improvements, risk of loss, and leaving property free of debris and personal property). However, SELLER agrees the Property (including all structures, pool, spa, grounds, and landscaping) will be delivered to BUYER at closing in the same or better condition than as of the date of acceptance or, if there is an inspection contingency, as of the time the inspection contingency is removed. Additionally, SELLER shall remove all personal property and debris from the Property prior to closing, unless otherwise agreed in writing.
3. BUYER has been advised to carefully inspect the Property personally, and to obtain inspection reports from qualified experts regarding all systems and features of the Property including boundary lines, lot and dwelling size, roof, plumbing, electrical, appliances, sewers, septic systems, soil conditions, foundation, heating, air conditioning, structural components, pool and related equipment, and any possible environmental hazards or pest infestation.
4. SELLER agrees to permit BUYER and BUYER'S representative's reasonable access to the Property to complete the inspections.
5. BUYER will notify SELLER in writing on or before N/A (if left blank, within TEN (10) calendar days from acceptance) that the condition of the Property is either acceptable or unacceptable. If the BUYER finds the Property acceptable, BUYER agrees to take the Property in its present "AS IS" condition as of the time the inspection condition is satisfied. Should BUYER find the Property unacceptable, the BUYER has the option of terminating the Purchase Agreement, and both parties will immediately execute a mutual cancellation agreement and shall thereafter be released and discharged from all liability under this Contract, and the earnest money shall be refunded promptly to BUYER, less any costs incurred by BUYER for BUYER'S inspections that have not been paid prior to cancellation.
6. BUYER is not relying on SELLER, Seller's Agent, or Buyer's Agent to investigate and report on the condition of the Property other than conditions actually known by the SELLER, Seller's Agent or Buyer's Agent and noted on any disclosure statements that have been provided. In all other respects, BUYER agrees that he or she is relying exclusively upon BUYER'S own inspection and that of experts retained by BUYER as to the condition of the physical features of the Property.
7. The parties understand that, even though this is an "AS IS" sale, the SELLER is obligated by law to reveal all known defects of a material nature of which the SELLER is aware. The parties do not intend by this addendum to waive any provision of the law requiring that the SELLER or the agents furnish disclosure statements, nor do the parties intend to waive any provisions of local laws requiring inspections or reports.
8. BUYER and SELLER agree and affirm that there are NO EXCEPTIONS made to this "AS IS" addendum unless checked here:
 EXCEPTIONS AS FOLLOWS: Property is being sold at Auction. Buyer has had opportunity to inspect property prior to auction date. Buyer accepts property in its as is condition.

SELLER _____ DATE _____ BUYER _____ DATE _____

SELLER _____ DATE _____ BUYER _____ DATE _____



INSPECTION WAIVER

It is understood and agreed that Buyer hereby waives the following inspections for the property located at:
11840 230th Street, Linwood, KS 66052

CHECK BOX(ES) FOR INSPECTION(S) TO BE WAIVED (Paragraphs referenced are in the LBOR/LMLS Board Approved Contract Form.)

- Paragraph 7. TERMITE/WOOD-DESTROYING/PEST INFESTATION
- Paragraph 8b1. MECHANICAL EQUIPMENT, PLUMBING & ELECTRICAL SYSTEMS, HVAC
- Paragraph 8b2. STRUCTURAL
- Paragraph 8b3. ENVIRONMENTAL OR HEALTH HAZARDS

Buyer acknowledges that Buyer has been advised to have the property examined by professional inspectors and has had the opportunity to have inspections performed by inspectors of Buyer's own choosing.

Buyer further acknowledges that neither the Seller nor any REALTOR® involved in the sale of the property Buyer is purchasing is an expert in detecting or repairing physical defects in the property. Buyer affirms that no important or material representations made by any REALTOR® concerning the condition of the property are being relied on by Buyer in conjunction with the purchase of the property.

Buyer agrees to accept the property in its present condition, subject to any warranties that may be provided by Seller.

Buyer

Buyer

Date: _____

Date: _____

Received by Sellers Agent/Representative: _____
Signature Date

Buyer acknowledges that they had the opportunity to conduct any and all inspections on this property prior to auction date. This property is being sold by auction in it's as is condition.

Buyers Initials: _____

Buyers Initials: _____

RURAL PROPERTY ATTACHMENT TO SALES CONTRACT

SELLER(s): Madeline Barnard

BUYER(s): _____

ADDRESS: 11840 230th Street

Linwood, KS 66052

Septic Inspection / Septic Pumping / Water Well Inspection:

Property is located in Levenworth County and has a Septic System and/or Water Well. All jurisdictions have different rules and regulations regarding the transfer of real estate and the inspection of septic systems / water wells. SELLER (BUYER/SELLER) agrees to contact the appropriate jurisdiction to determine whether inspections of these systems are required.

If the Property is in a jurisdiction that requires Septic Pumping, Septic Inspections, and/or Water Well Inspections by the governing authority, said inspections shall be ordered by SELLER (BUYER/SELLER) and performed at SELLERS (BUYER'S/SELLER'S) expense, no later than Inspection has been done (date). SELLER shall provide access to the property for a well water test. SELLER shall also provide access to the cover of the septic tank by removing any obstructions to the tank, at SELLER'S expense, prior to the date of Septic Inspection.

N/A (BUYER/SELLER) shall provide N/A (BUYER/SELLER) with copies of all reports within 5 days from the date of inspection.

*****SEE INFORMATION BELOW regarding Septic Inspection.**

The terms and conditions of Paragraph 10.d of the sales contract attached hereto shall apply to the aforementioned Septic System and/or Water Well inspections.

Water Rights / Rural Water District Meter Rights and Transfer Certificates: It

is the BUYER'S responsibility to verify the water rights and rural water district meter rights/ownership that are available for the subject property. If a rural water meter is assigned to the SELLER/Property, the BUYER should verify their rights to have the meter/meter rights transferred to BUYER. SELLER agrees to execute any necessary documents to transfer or assign any ownership rights in the water meter or water rights of the subject property. Any cost to transfer or assign ownership rights shall be paid by BUYER (BUYER/SELLER).

Propane Tank / Remaining Fuel Pro-ration:

If SELLER is the owner of the existing propane tank, then ownership of the propane tank shall be passed along to the BUYER at closing. If the Propane Tank is leased, SELLER shall cancel any existing lease on the propane tank as of the closing date. BUYER shall be responsible for the creation of any new lease.

Whether tank is owned or leased, BUYER shall pay SELLER for any remaining fuel in the tank that will transfer to BUYER at closing, with pro-rated amount based upon SELLER'S documentation of the most recent billing cost for fuel.

SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE



Seller's Initials: _____
Seller's Initials: _____

Buyer's Initials: _____
Buyer's Initials: _____



Lawrence Board of Realtors® (6-22-09)

The Septic Inspection was done on October 25, 2017. See attached Inspection Report. Buyer has received a copy of said Inspection. Buyer has read and understands the Septic Inspection Report. The septic tank is acceptable, but the line connecting from house to tank could be in need of repair. This will be the responsibility of the Buyer to correct before the property can be habited. A list of Certified Septic Installers has been provided to Buyer. It is the responsibility of Buyer to obtain any permits, ect required for repairs. ALL Repairs and associated costs are the Buyers responsibility, once repairs have been made Buyer needs to contact County for approval.

STANDARD-Real Estate Resale Inspection for On-Site Sewage Management System Report Form
Leavenworth County Planning and Zoning Department 300 Walnut, Suite 030 Leavenworth, KS 66048 - 913-684-0465

Property to be inspected

Address: 11940 230th St Linwood, KS 66052 CAMA: _____
 Subdivision: S20, T12, R21E, NW1/4, SW1/4, less ROW Lot Number: _____ Lot Size: 38.46 acres +/-
 Owner: Madeline Barnard Phone: 785-550-1409 Email: _____
 Person Requesting inspection: Wendy Flory Company if Real Estate Agent: Flory & Associates
 Address: 1162 N 550 Rd, Baldwin City, KS 66006 Phone: 785-979-2923 Email: maywayfarms@gmail.com
 If Agent above indicate person they represent: Madeline Barnard Phone: 785-550-1409 Email: _____
 Address: 1582 E 700 Rd Lawrence, KS 66049
 Date: 10/25/17 Time: 8:30am Weather Conditions: sunny

Permit

Approved permit on file with County: Yes No Diagram of system available: Yes No Number of Bedrooms: 3
 Age of system House Occupied: Yes No Time Vacant: 3 months Monthly water usage: 1,000 gallons
 Amount of sewage pumped from tank: 1,000 gallons Depth of sewage in tank: 2.5 feet

Type of System

Septic Tank/Absorption Field: Filtration System: Constructed Wetlands: Aerobic Treatment Unit-Disposal System:
 Other (indicate): _____ If Lagoon use Lagoon Form

Tank: Acceptable: Not Acceptable:

Manufactured Tank: Yes No Type: Concrete: Polyethylene: Fiberglass: Other (indicate): _____
 Home-made: Yes No Concrete block/brick: Yes No Metal: Yes No Cracked: Yes No Caved in: Yes No
 Other (indicate): _____ Inlet and Outlet pipe in Septic Tank: Acceptable: Not Acceptable:
 Baffles present: Yes No

Pump Tank: Acceptable: Not Acceptable: N/A:

Pump Present: Yes No Working: Yes No
 Manufactured Tank: Yes No Type: Concrete: Polyethylene: Fiberglass: Other (indicate): _____
 Home-made: Yes No Concrete block/brick: Yes No Metal: Yes No Cracked: Yes No Caved in: Yes No
 Other (indicate): _____ Inlet and Outlet pipe in Septic Tank: Acceptable: Not Acceptable:
 Baffles present: Yes No

Lateral Field: Acceptable: Not Acceptable:

Area wet: Yes No Covered with snow: Yes No Tracer dye used: Yes No Pipes exposed: Yes No
 Effluent visible: Yes No Covered with tall grass: Yes No Pipe(s) discharging effluent: Yes No

Plumbing: Acceptable: Not Acceptable:

Correctly connected to septic system: Yes No Discharge of all waste water is to septic system: Yes No
 Sump pump not connected to septic system: Yes No Floor drains not connected to septic system: Yes No

Well

Active Well On-Site: Yes No If yes, indicate distance from septic system, 100' minimum: 150'

Abandoned Well On-Site: Yes No If yes, it shall be filled according to Kansas Department of Health and Environment Regulations.

Setbacks: Acceptable: Not Acceptable:

Distance from:

House

Tank-(Minimum of 10' if it is located below the lowest floor of building)
Tank-(Minimum of 15' if it is located above the lowest floor of building)

Field- (Minimum of 25')

Property Line-(Minimum of 10')

Driveway- (Minimum of 10')

Foundation Drain-(Minimum of 10')

Absorption Trench-(Minimum of 10')

Distance from Pond, Stream, Cistern, or Water Main-(Minimum 50'):

Distance from Water Service Line-(Minimum 25'):

Distance from Well-(Minimum 100'):

Distance from Regulatory Floodway-(Minimum 100'):

Slope Less than 15%:

Septic Tank:

20'

20'

N/A

100'+

100'+

50'+

15'+

100'+

100'+

100'+

500'+

Yes No

Lateral Field:

N/A

N/A

50'+

100'+

100'+

50'+

15'+

100'+

100'+

100'+

500'+

Yes No

If system does not meet Leavenworth County Sanitary Code then the inspection cannot be approved.

List all violations of the Leavenworth County Sanitary Code: See diagram - pipe that exits just south of concrete patio is not tied to septic tank

South pipe appears to be tied to bathroom on south side of house and kitchen.

List corrections completed to system: none

System approved: Yes No

Map of tank and lateral field included: Yes No

Unable to Map (State why): None

Signature of Inspector: Steve Conley

Inspector: Steve Conley

Hauler: _____

Company: Conley Setwork & Utilities

Company: Honey-Bee Septic

Phone: 785-423-0987

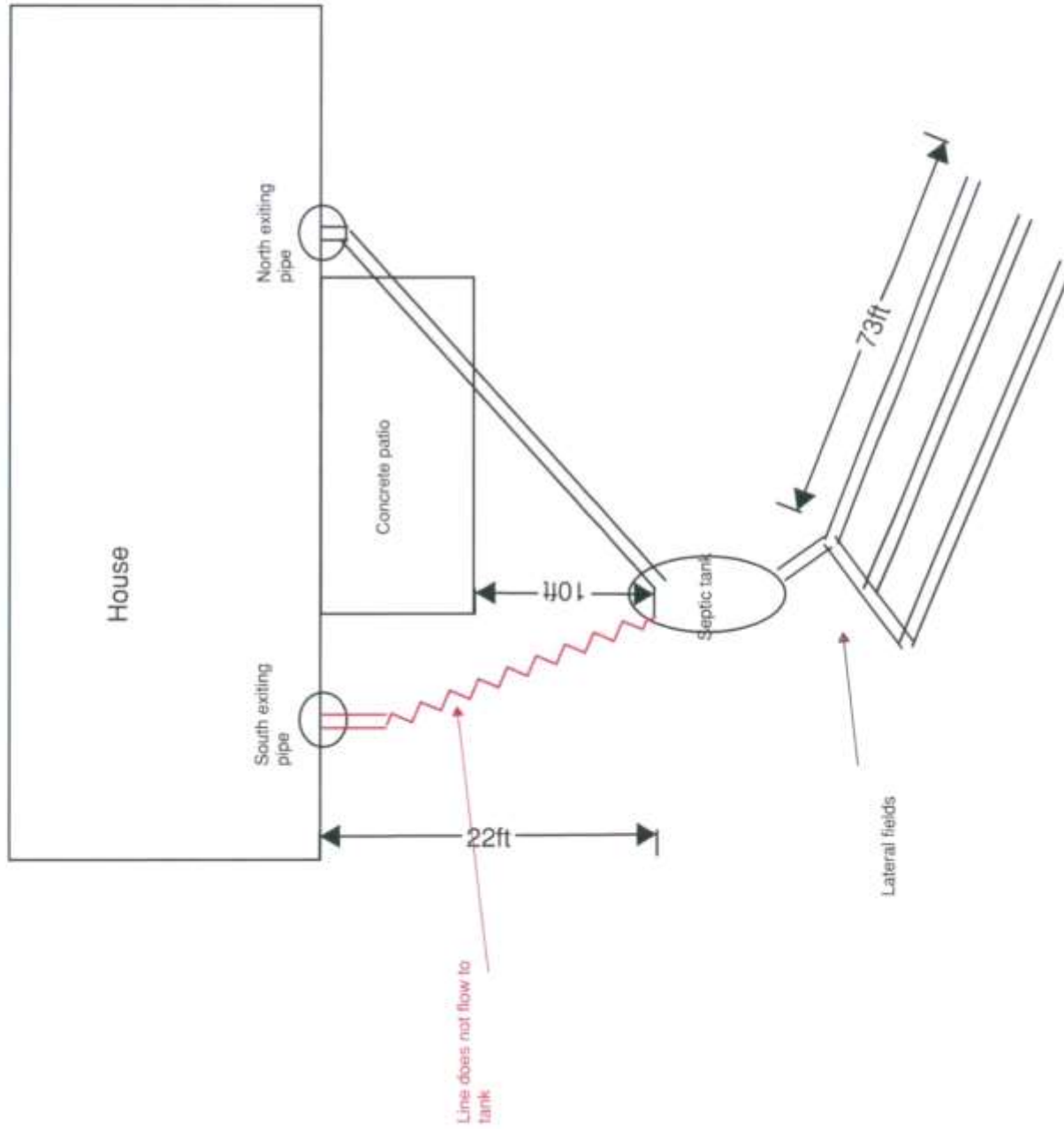
Phone: 785-841-0399

Email: steve.conley@conleysandu.com

Email: _____

This On-Site Sewage Management System was working on the date indicated. Any inspection provided shall not constitute nor be deemed warranty, and neither the inspector nor the administering agency nor any other official of Leavenworth County shall be liable for any failures of the system or for other claims out of the inspection.

11840 230th Linwood, KS Septic Map



LEAVENWORTH COUNTY PLANNING AND ZONING DEPARTMENT 2017 LICENSED CONTRACTOR LIST FOR SEPTIC SYSTEMS

INSTALLER LIST	
ORGANIZATION NAME	PHONE #
Angell's Excavating Inc	913-369-3707
B&D Contracting	913-796-6474
Baker Construction, Inc	913-682-6302
Bonner Springs Septic Service	913-208-9715
Bowen Ditching Services	785-842-3421
Calovich Construction LLC	816-805-9947
Clisso Company Inc	913-915-5169
Conley Siteworks & Utilities, Inc	785-838-4646
Crosby Plumbing Inc.	913-441-5800
D.R. Harrison Contracting, LLC	913-777-9799
Daniels Excavating LLC	913-775-0546
DBBT, Inc.	913-915-5091
Digger Jim	913-683-0404
Frederick Excavating, Inc.	913-772-0225
Gorden Excavating	913-683-5957
Kenneth L. Sloan Construction	913-915-0447
King Construction Co. Inc.	913-683-2535
L&L Construction	913-367-3161
Linaweaver Construction Inc.	913-351-3474
Morris Excavation & Concrete Services	785-550-8351
RD Johnson Excavating	913-486-1949
Wagner Backhor & Excavating Inc	913-682-7473
Westland Construction Inc	913-724-3191

INSPECTOR LIST	
ORGANIZATION NAME	PHONE #
Angell's Excavating Inc	913-369-3707
B&D Contracting	913-796-6474
Baker Construction, Inc	913-682-6302
Bonner Springs Septic Service	913-208-9715
Bowen Ditching Services	785-842-3421
Conley Siteworks & Utilities, Inc	785-838-4646
Crosby Plumbing Inc.	913-441-5800
D.R. Harrison Contracting, LLC	913-777-9799
Daniels Excavating LLC	913-796-6388
DBBT, Inc.	913-915-5091
Digger Jim	913-683-0404
Gorden Excavating	913-683-5957
Kenneth L. Sloan Construction	913-915-0447
Morris Excavation & Concrete Services	785-550-8351

HAULER LIST	
ORGANIZATION NAME	PHONE #
Digger Jim	913-683-0404
Fimple Sewer & Drain Cleaning	816-238-8500
Gerken Rent-All Inc.	913-294-3783
Honey Bee Septic Svc.	785-841-0399
Ralph Smith Septic Tank Service	913-724-9793
Reddi Services	913-208-9107

SOIL PROFILE LIST	
ORGANIZATION NAME	PHONE #
B&D Contracting, LLC	913-796-6474
DBBT, Inc.	913-915-5091
Digger Jim	913-683-0404
Frederick Excavating, Inc.	913-772-0225

DESIGNER LIST	
ORGANIZATION NAME	PHONE #
DBBT, Inc.	913-915-5091
LandPlan Engineering, P.A.	785-843-7530

REAL ESTATE BROKERAGE RELATIONSHIPS



**BUYING OR SELLING
PROPERTY** - As a member of the
**NATIONAL ASSOCIATION OF
REALTORS®**, a **REALTOR®**
subscribes to its strict Code of Ethics.
Whether a **REALTOR®** is the agent
or subagent of the **SELLER**, agent for
BUYER, or transaction broker, a
REALTOR® is obligated to treat
honestly all parties to the transaction.

* A **REALTOR®** acts as an agent of
BUYERS, or **SELLERS**, or as a
Transaction Broker, to present offers
and counter-offers until an agreement
is reached.

Real estate brokers and salespersons
are required by K.S.A. 58-30,110,
and amendments thereto, to furnish
a brochure on real estate brokerage
relationships to buyers and sellers of
residential property of one to four
units.

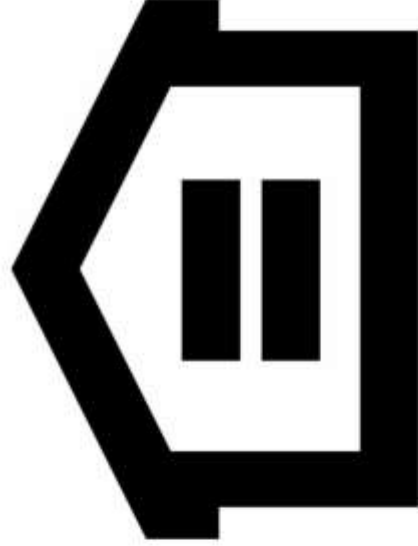
October 1997

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EQUAL HOUSING OPPORTUNITY



1162 N 550 Road
Baldwin City, KS 66006
785.594.3125 Office
785.594.7442 Fax
FloryAndAssociates.com

SELLER'S AGENT or

DESIGNATED SELLER'S AGENT

The SELLER'S Agent represents the SELLER only, so the BUYER may be either unrepresented or represented by another agent.

The SELLER'S Agent is responsible for performing the following duties:

- promoting the interests of the SELLER with the utmost good faith, loyalty, and fidelity
- protecting the SELLER'S confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the SELLER to obtain expert advice
- accounting for all money and property received
- disclosing to the SELLER all adverse material facts about the BUYER that the agent knows
- disclosing to the BUYER all adverse material facts actually known by the agent, including:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the SELLER'S ability to complete the contract

The SELLER'S Agent has no duty to:

- conduct an independent inspection of the property for the benefit of the buyer
- independently verify the accuracy or completeness of any statement by the SELLER or any qualified third party

Buyer/Seller

Buyer/Seller

Agent

BUYER'S AGENT or

DESIGNATED BUYER'S AGENT

The BUYER'S Agent represents the BUYER only, so the SELLER may be either unrepresented or represented by another agent.

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- promoting the interests of the BUYER with the utmost good faith, loyalty, and fidelity
- protecting the BUYER'S confidences, unless disclosure is required
- advising the BUYER to obtain expert advice
- accounting for all money and property received
- disclosing to the BUYER all adverse material facts that the agent knows
- disclosing to the SELLER all adverse material facts actually known by the agent, including all material facts concerning the BUYER'S financial ability to perform the terms of the transaction

The BUYER'S Agent has no duty to:

- conduct an independent investigation of the BUYER'S financial condition for the benefit of the SELLER
- independently verify the accuracy or completeness of statements made by the BUYER or any qualified third party

STATEMENT OF REPRESENTATION

CLIENTS are represented by an agent; CUSTOMERS are not. Do not assume that an agent is acting on your behalf, unless you have signed a contract with the agent's firm to represent you. As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party. Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

TRANSACTION BROKER for

RESIDENTIAL TRANSACTIONS

The Transaction Broker is not an agent for either party, so the Transaction Broker does not advocate the interests of either party.

The Transaction Broker is responsible for performing the following duties:

- protecting the confidences of both parties, including the following information:
 - the fact that a BUYER is willing to pay more
 - the fact that a SELLER is willing to accept less
 - factors that are motivating any party
 - the fact that a party will agree to different financing terms
 - any information or personal confidences about a party that might place the other party at an advantage
- 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 BUYER all adverse material facts actually known by the Transaction Broker, including:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the SELLER'S ability to complete the contract
- disclosing to the SELLER all adverse material facts actually known by the Transaction Broker, including all material facts concerning the BUYER'S financial ability to perform the terms of the transaction

The Transaction Broker has 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