

REAL ESTATE AUCTION

Auction: June 27, 2019 ~ 6:30 p.m.

Auction held on site!



Open for Inspection:

June 15, 2019 ~ 1:30 - 3:30 p.m.

June 20, 2019 ~ 3:30 - 6:30 p.m.

OR BY APPOINTMENT

15939 Leavenworth Rd | Basehor | Ks | 66007

Ranch home on 4.49± acres in Basehor KS! Over 1700 ft² finished living area, walk up basement and several out-buildings, many large trees provide abundance of shade and perennials. Relax on the large covered back deck. This property is ready for your personal updates making it your very own!



CONTACT US for your private showing!



Flory & Associates ~ Realty & Auctions

Jason Flory, Auctioneer/Agent

1162 N 550 Road | Baldwin City, KS 66006

Www.FloryAndAssociates.com

Wendy: 785.979.2923 · Jason: 785.979.2183 · Kaylee: 785.393.5287

**FLORY &
ASSOCIATES**
REALTY & AUCTIONS

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

PROPERTY VIEWING:

**15939 Leavenworth Rd
Basehor, Ks 66007**

Property open for viewing:

June 15, 2019 ~ 11:30 - 1:30_{pm}

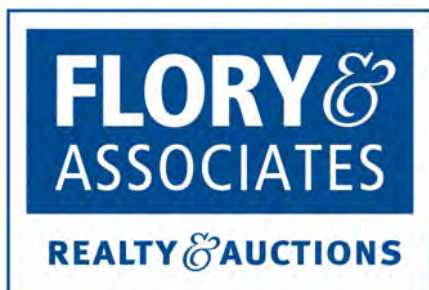
June 20, 2018 ~ 3:30 - 6:30_{pm}

beginning @ 4:30_{pm} day of Auction

Or by Appointment!

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

Property will be available for inspections during the scheduled **Open House: Saturday, June 15th 11:30 - 1:30 p.m.** (during Personal Property Auction) **AND Thursday, June 20th 3:30 - 6:30 p.m.** OR by appointment for all inspections including but not limited to electrical, mechanical, structural, mold, radon, lead-based paint and/or termite (as well as other inspections of potential buyer's choice); property will be sold "AS IS" in its present existing condition. **Your bidding is not contingent on Inspections.**



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

Email: Floryandassociates@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

PROPERTY ADDRESS: 15939 Leavenworth Rd, Basehor, KS 66007

- All bidders are required to register and provide photo identification to obtain a bid number. By signing this document, potential bidders understand and agree to the Terms & Conditions of this Auction.
- **DOWN PAYMENT:** Winning Bidder will be required to make a NON-REFUNDABLE earnest money down payment equal to Ten Percent (10%) of the total purchase price 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 cashier's check and will be held by FIRST UNITED TITLE. The remainder of the purchase price and closing costs are payable at closing within 30 days of auction day. *YOUR BIDDING AND PURCHASE AGREEMENT WILL BE NON-CONTINGENT UPON FINANCING.* It is strongly recommended that potential bidders ensure in advance (if needed) they are able to obtain necessary financing to close the transaction.
- **PURCHASE AGREEMENT & ATTACHMENTS:** Purchase Agreement (Sales Contract) will be written with no contingencies. All documents that will be attached and incorporated into the Purchase Agreement are included in the Property Prospectus for review.
- **INSPECTIONS:** Property will be available for inspections during the scheduled *Open House Saturday, June 15, 2019 11:30 - 1:30 p.m. AND Thursday, June 20, 2019 3:30 - 6:30 p.m.* OR by appointment. All prospective bidders are encouraged to inspect the property and have any and all inspections including, but not limited to electrical, mechanical, structural, septic, mold, radon, lead-based paint and/or termite completed (at prospective bidders' expense) prior to auction day. Property will be sold "as is" in its present existing condition. Your bidding and Purchase agreement will be NON-CONTINGENT on Inspections.
- **TITLE:** Seller shall provide clear title and execute proper deed conveying the real estate to the Buyer (s).
- **POSSESSION:** Possession will be given at closing upon recording of deed.
- **REAL ESTATE TAXES:** 2019 Real Estate taxes shall be pro-rated as of the closing date.
- **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 July 27, 2019 or a date mutually agreed upon between the Buyer(s) and Seller(s). Closing will be conducted by *First United Title*. Closing Contact: Kaylee Flory 785-594-9090.
- **AGENCY:** Flory and Associates and its representatives are Exclusive Agents for the sellers.
- Property will not be sold prior to scheduled auction date. This is not an absolute auction; Seller has the right to refuse the last bid.
- **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 PRECEDANCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.*

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

PROPERTY OWNER:

The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996, Edward James Bates and Eva Marie Bates, Trustees

PROPERTY ADDRESS:

15939 Leavenworth Rd, Basehor, Kansas 66007

LEGAL DESCRIPTION:

Beginning at the Northeast Corner of the Northwest Quarter (NW 1/4) of Section Thirty Four (34), Township Ten (10) South, Range Twenty Two (22) East of the 6th PM, thence South 430 feet; thence West parallel to the Section line 495 feet to a point; thence North parallel to the West line of said Section 430 feet; thence East on the Section line 495 feet to the point, to place of beginning, in Leavenworth County, Kansas.



These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.
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The Parcel Number for this Property is 052-158-34-0-00-00-001.00-0
Quick Ref ID: 21765

Owner Information

Owner Name	BATES,EDWARD J & EVA MARIE TRUST
Address	15939 LEAVENWORTH RD BASEHOR, KS 66007

Property Situs Address

Address	15939 LEAVENWORTH RD, Basehor, KS 66007
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Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	003.0
Tax Unit Group	070

Property Factors

Topography	Level - 1 Rolling - 4
Utilities	Public Water - 3 Septic - 6
Access	Paved Road - 1
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2019 Appraised Value

Class	Land	Building	Total
Residential - R	71,110	140,290	211,400
Total	71.110	140.290	211.400

Tract Description

S34 , T10 , R22E , ACRES 4.5 , N430' OF E495' NW1/4 LESS ROW Deed Book/Page 0743/1228 0556/0384 0368/0450

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
0743	1228	0556	0384	0368	0450		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Acre	Primary Site - 1	4.49										71,110

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Ranch
Quality	AV+	Bsmt Type	Partial - 3
Year Built	1958	Total Rooms	4
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	1
Calculated Area	1,727	Foundation	Concrete - 2
Main Floor Living Area	1,727		
Upper Floor Living Area Pct.			
CDU	AV		
Phys/Func/Econ	AV/ /		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Attached Garage (SF)	288			
Wood Deck (SF) with Roof	384			
Veneer, Masonry		50		
Total Basement Area (SF)	863			
Warmed & Cooled Air		100		
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Garage Finish Attached (SF)	288			

Single 1-Story Fireplace (#)	2			
Raised Slab Porch (SF)	52		3	1958
Open Slab Porch (SF)	144		3	1958

Building Improvements

Id	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls
49	Farm Utility Storage Shed	P	2.00	1	1970			1,400		8	50 X 28	1	3	3				
53	Farm Utility Storage Shed	P	1.00	1	1958			672		8	24 X 28	1	1	2				
64	Tool Shed	D	1.00	1	1970			448	88	8	28 X 16	1	3	3				

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
49	No HVAC						
49	Single -Metal on Wood Frame		100				
53	No HVAC						
53	Single -Metal on Wood Frame		100				
64	Single -Wall-Boards on Wood		100				

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PRELIMINARY TITLE COMMITMENT

Provided by:

First United Title

816 Ames, Baldwin City, Ks 66006

(785)594-9090

Other Closing Locations:

8160 Parallel Pkwy, Ste 104
Kansas City, KS 66112
913-955-3238

12701 W 87th St Pkwy
Shawnee Mission, KS 66215
913-601-3999

1406, 10701 El Monte St
Overland Park, KS 6621
913-383-3913

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Alliant National Title Insurance Company, a Colorado company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 120 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy, the Commitment Conditions; Schedule A; Schedule B, Part I Requirements; and Schedule B Part II Exceptions; and a counter signature by the Company or its issuing agent that may be in electronic form.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations,

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representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>. ***This paragraph does not apply to property located in Kansas.***

Issued through the Office of:
First United Title Agency, LLC
816 Ames St.
Baldwin City, KS 66006
Phone: 785-594-9090

ALLIANT NATIONAL TITLE INSURANCE COMPANY



By:  President

Attest:  Secretary



Authorized Signature

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number 70-64573-19

1. Commitment Date: **May 09, 2019, at 8:00 AM**

2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple

4. The Title at the Commitment Date is vested in: **The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996, Edward James Bates and Eva Marie Bates, Trustees**

5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Issued through the Office of:
First United Title Agency, LLC
816 Ames St.
Baldwin City, KS 66006
Phone: 785-594-9090



Authorized Signature

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

Commitment Number 70-64573-19

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Furnish a Certification of trust for The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996 and amendments thereto. If there have been no amendments to the agreement, furnish proof of an affidavit. (NOTE: We reserve the right to make any additional requirements we deem necessary.)**
6. **Properly executed Trustee's Deed from The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996, Edward James Bates and Eva Marie Bates, Trustees vesting title to the proposed insured.**
7. **Properly executed Mortgage, together with spouse if any securing the proposed loan.**
8. **Payment and Release of record of the Mortgage executed by Eva Marie Bates, Trustee of the Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996 to James B. Nutter and Company, dated April 11, 2011 and recorded April 19, 2011 as Document No. 2011R02949, stating that it secures \$285,000.00 and interest.**
 - a. **NOTE: The aforementioned security agreement was last assigned to Nationstar Mortgage, LLC dba Champion Mortgage by Assignment recorded March 30, 2016 as Document No. 2016R02418.**
9. **Payment and Release of record of the Mortgage executed by Eva Marie Bates, Trustee of the Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996 to Secretary of Housing and Urban Development, dated April 11, 2011 and recorded April 19, 2011 as Document No. 2011R02950, stating that it secures \$285,000.00 and interest.**
10. **FOR INFORMATIONAL PURPOSES ONLY:**
Total Tax Amount for the year 2018 is \$2,807.54 (General \$2,804.54, Specials \$0.00), which IS PAID IN FULL. Parcel ID: 16585; Mill Levy 121.159. Prior years are paid in full.
NOTE: For your convenience, the tax records reflect the address of the property to be 15939 Leavenworth Road, Basehor, KS 66007.
11. **For all closing inquiries, please contact Kaylee Flory at 785-594-9090.**

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

Commitment Number 70-64573-19

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances 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.
5. 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.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Right of Way Granted to Rural Water District No. 4 of Leavenworth County, as more fully set forth in the instrument recorded in Book 501 at Page 1267.**

Notice regarding Closing Protection Letter coverage:

Closing Protection Letters are issued to the Lender and/or Buyer, and Seller when the fee for the letter has been paid. Their respective interests in the closing or settlement are then protected by Alliant National Title Insurance Company as described in 381.058 RSMO. If no escrow services are provided or policy coverage given, no fee will be collected and there is no protection to their respective interests given by Alliant National Title Insurance Company.

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First United Title Agency, LLC

SCHEDULE B - SECTION II

CHAIN OF TITLE

Information of chain of title per lender request: Edward James Bates and Eva Marie Bates, husband and wife acquired property by Warranty Deed dated June 28, 1949 and recorded October 03, 1949 in Book 368 at Page 450.

Information of chain of title per lender request: The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996, Edward James Bates and Eva Marie Bates, Trustees acquired property by Warranty Deed dated December 02, 1997 and recorded December 02, 1997 in Book 743 at Page 1228.

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: **70-64573-19**

Beginning at the Northeast Corner of the Northwest Quarter (NW 1/4) of Section Thirty Four (34), Township Ten (10) South, Range Twenty Two (22) East of the 6th PM, thence South 430 feet; thence West parallel to the Section line 495 feet to a point; thence North parallel to the West line of said Section 430 feet; thence East on the Section line 495 feet to the point, to place of beginning, in Leavenworth County, Kansas.



PRIVACY POLICY NOTICE

ISSUED BY: **ALLIANT NATIONAL TITLE INSURANCE COMPANY**

Purpose of Notice:

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.

WHAT DOES FIRST UNITED TITLE AGENCY, LLC DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First United Title Agency, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First United Title Agency, LLC share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

How does First United Title

To protect your personal information from unauthorized access and

<p>Agency,LLC protect my personal information?</p>	<p>use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p>
<p>How does First United Title Agency,LLC collect my personal information?</p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver’s license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can’t I limit all sharing?</p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p>
<p>Non-affiliates</p>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>First United Title Agency,LLC does not share with non-affiliates so they can market to you</i>
<p>Joint marketing</p>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>First United Title Agency,LLC doesn’t jointly market.</i>

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:

15939 Leavenworth Rd IN THE CITY OF Basehor
COUNTY OF Leavenworth, STATE OF KANSAS.

SELLER IS NOT currently occupying the property.

SELLER has owned property since: 1948 House 1958

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"/> Attachments Included <input type="checkbox"/> Pre-Plumbed only <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Clothes Dryer.....	<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Clothes Washer.....		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dishwasher.....		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Disposal.....		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Freezer - Free Standing.....		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Refrigerator.....		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Microwave Oven.....	<input checked="" type="checkbox"/> Built in <input type="checkbox"/> Free Standing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Wall Oven.....	<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Cook Top.....	<input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Range/Stove.....	<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Free Standing <input type="checkbox"/> Drop-in <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Range Ventilation System.....		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Trash Compactor.....		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Exterior Grill - Built in.....		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. TV Antenna/Satellite Dish.....		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Other:.....		<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"/>

Comments/Explanations from Section A:
4 Dishwasher disconnected was working 10. Cook Top disconnected 12. Ventilation disconnected
All Disconnected for Mom's safety as Alzheimer's progression

SELLER'S initials and date: JR 5/7/19
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"/>	
Capacity: _____ AMPS (helpful hint – see main breaker panel)				
<input checked="" type="checkbox"/> Circuit Breakers <input 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"/>
4. Cable TV wiring & Jacks: Number of Jacks <u>2</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Telephone Wiring & Jacks: Number of Jacks <u>4</u>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Electrical Outlets & Switches.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Bathroom Vent Fan(s).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Light Fixtures.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Intercom System – Built-in.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Sound System – Built-in.....	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Other				
Number of Jacks: <u>1</u>				
14. Security System (<input type="checkbox"/> Pre-Wired Only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Smoke/Fire Alarm.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Smoke/Fire/Heat Detectors: <u>3</u>				
16. Sauna (<input type="checkbox"/> Steam <input type="checkbox"/> Dry).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Garage Door Opener(s): Number of Remotes <u>3</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage Door Keyless Entry.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Other:.....	<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 checked="" 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 type="checkbox"/> Specify Other _____				
Age <u>2003</u> : <input type="checkbox"/> Zoned Number of Units _____				
Humidifier.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 <u>2003</u> <input type="checkbox"/> Zoned; No. of Units <u>1</u>				
<input type="checkbox"/> Electric <input type="checkbox"/> Other (comment) _____				
4. Propane Tank (<input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned).....	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
8. Attic Ventilation System (attic only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Fireplace.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas Fireplace Starter.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Free Standing Heating Stove.....	<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 checked="" type="checkbox"/>

Comments/Explanations from Section C: _____

SELLER'S initials and date: AF 5/17/19
 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 checked="" type="checkbox"/> City <input type="checkbox"/> Rural				
<input checked="" type="checkbox"/> Well <input type="checkbox"/> Cistern <input type="checkbox"/> Other: _____				
Rural Water District # _____ 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" 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 _____; Age _____; Gals. _____				
10. Water Purifier.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>

Comments/Explanations from Section D: Water Heater not sure newer than furnace

SECTION E - STRUCTURAL CONDITIONS

	Yes	No	Unknown
1. Age of Roof <u>13</u>			<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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has the property been treated for infestation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Unrepaired damage from previous infestation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
10. Are there any windows that have broken thermo-pane seals? (moisture between panes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there any damage to the chimney which requires repair?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Has there ever been leakage/seepage in the basement/crawl/space?	<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 checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
e. Sidewalks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Patios.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: AR 5/7/19
 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 checked="" 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"/> |

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

Wind storm tore off part of barn roof + house had to be reshingled

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 type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Lead-Based Paint..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Contaminated soil or water | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Toxic Materials..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Asbestos..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Landfill or buried materials..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> |

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

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.lawrencecks.org/specialassessment/>

- | | Yes | No | Unknown |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 1. Any Covenants and Restrictions or other deed restrictions or obligations..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you have a copy of a property survey..... | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Any planned road or street expansions or improvements adjacent to the property..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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"/> |

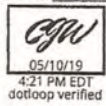
Total balance of remaining special taxes: \$ 0
 Certified Special Taxes: please itemize below:

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: JF 5/7/19
 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 <u>Rural Residential 2 S</u> | | | |
| 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, is there a certificate of elevation..... | <input type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Are any trees or shrubs diseased or dead..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input 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.

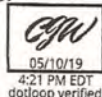
- | | Date | Unknown | | Date | Unknown |
|----------------------------------|-------------|-------------------------------------|---|-------------|-------------------------------------|
| 1. Serviced Air Conditioner..... | <u>2018</u> | <input type="checkbox"/> | 4. Serviced/Cleaned Septic System..... | | <input checked="" type="checkbox"/> |
| 2. Serviced Furnace..... | <u>2018</u> | <input type="checkbox"/> | 5. Serviced/Cleaned Main Plumbing Waste Lines.. | <u>2018</u> | <input type="checkbox"/> |
| 3. Cleaned/Serviced Fireplace | | | 6. Checked Sprinkler System Back-Flow Valve.... | | <input type="checkbox"/> |
| Chimney/Woodstove flue... _____ | | <input checked="" type="checkbox"/> | 7. Sprinkler System Winterized..... | | <input type="checkbox"/> |

Other Routine/Recurring Maintenance _____

Comments/Explanations from Section I: _____

SELLER'S initials and date: AR 5/7/19
 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:

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:

Selling the property for our mothers estate

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 39 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.

Judith Ann Rich Trustee SPOA _____ 5/7/19
SELLER SIGNATURE DATE

Judith Ann Rich Trustee + Durable Power of Attorney
SELLER NAME (Please type or print clearly)

Connie J. Wodlinger, Trustee
SELLER SIGNATURE

Connie J. Wodlinger, Trustee
SELLER NAME (Please type or print clearly)

DATE

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)



DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT:

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

PROPERTY ADDRESS: 15939 Leavenworth Road, Basehor, KS 66007

SELLER'S DISCLOSURE: **MUST INITIAL "A" AND "B" AND CHECK APPROPRIATE BOXES!!**

(Initial) (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(Initial) (b) Records and reports available to the SELLER (check one below):
 SELLER has provided the BUYER with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT: **MUST INITIAL APPROPRIATE AREAS!**

(c) BUYER has received from SELLER copies of all available records and reports listed above.
 (d) BUYER has received the pamphlet *Protect Your Family From Lead In Your Home*.
 (e) BUYER has - **MUST CHECK ONE BELOW!**
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection or the presence of lead-based paint or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: **MUST BE INITIALED!**

(f) Agent has informed the SELLER or the SELLER's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER: Christy Ann Rich Tuttle BUYER: _____
SELLER: _____ BUYER: _____
LISTING AGENT: Wendy S. Flory SELLING AGENT: _____
dotloop verified 05/08/19 5:11 PM CDT WIOC-EYEV-BX7Y-NGN9

RESOLUTION 2011-12

A resolution of the Leavenworth County Kansas Board of Commissioners, adopting Real Estate Resale Inspection for On-Site Sewage Management Systems for all habitable structures under the jurisdiction of the Board of County Commissioners, Leavenworth County, Kansas.

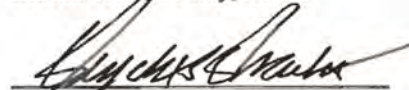
WHEREAS, there came before the Board of County Commissioners for consideration the adoption, by reference of the current Leavenworth County Sanitary Code, the addition of Real Estate Resale Inspection for On-Site Sewage Management Systems;

WHEREAS, the Board of County Commissioners meeting in session on the 14th day of April, 2011, did consider the recommendation of the Leavenworth County Planning and Zoning Staff.

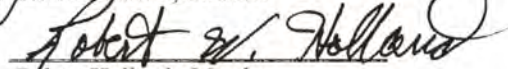
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leavenworth County, Kansas, that:

1. Whenever any property connected to, or served by, a private sewage treatment system is offered for or subject to a contract of sale, an inspection of the on-site sewage management system shall be required to verify compliance with the Leavenworth County Sanitary Code.
2. The inspection process shall follow the steps and use the forms indicated in the Real Estate Resale Inspection Protocol for On-Site Sewage Management Systems as provided by the Planning and Zoning Department.
3. The inspection shall be completed by an installer or designer licensed by Leavenworth County. The inspection shall be completed prior to the transfer of the property. Inspection shall be valid for sixty (60) days from the date of inspection.
4. The inspector shall submit a Real Estate Resale Inspection for On-Site Sewage Management Systems Report for all completed inspections to Leavenworth County Planning and Zoning Department, the owner of the property, and the person(s) requesting the inspection. The following information shall be provided to above mentioned parties:
 - a. As-built plan showing the following items but not limited to; location of septic tank, lateral field, pumps, clean outs, tight lines, required setbacks, and any other items that are part of the system.
 - b. Completed forms and applicable reports.
 - c. Applicable fee if required.
5. In the event that there is a dispute by either the property owner or potential buyers regarding the results of the inspection, the applicant may request that the Leavenworth County Planning and Zoning Staff make an inspection of the On-Site Sewage Management System. The Leavenworth County Planning and Zoning Department shall make the final determination of the On-Site Sewage Management System. Any inspection provided shall not constitute nor be deemed a warranty, and neither the inspector or the administering agency nor any other official of the County shall be liable for any failures of the system or for other claims out of the inspection.
6. The fees shall be as indicated in the Fee Schedule as provided by the Planning and Zoning Department.
7. Enforcement of the said resolution shall begin June 1, 2011.

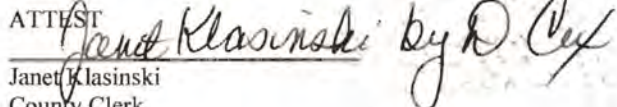
Adopted this 14th day of April, 2011
Board of County Commissioners
Leavenworth County, Kansas


Clyde D. Graeber, Chairman


John E. Flower, Member


Robert Holland, Member

ATTEST


Janet Klasinski
County Clerk

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: 15139 Leavenworth Road 66007 CAMA: _____
 Subdivision: _____ Lot Number: _____ Lot Size: 4.5 Acres
 Owner: Edward & Vera Baxter Phone: _____ Email: _____
 Person Requesting inspection: Wendy Flory Company if Real Estate Agent: Flory + Associates
 Address: 162 N550 rd. Baldwin City KS 66006 Phone: _____ Email: _____
 If Agent above indicate person they represent: _____

Address: _____ Phone: _____
 Date: 7/24/19 Time: _____ Weather Conditions: cloudy + lots of rain over the last 2 weeks
 Permit _____

Approved permit on file with County: Yes No Diagram of system available: Yes No Number of Bedrooms: 2
 Age of system House Occupied: Yes No Time Vacant: Continually Monthly water usage: N/A
 Amount of sewage pumped from tank: _____ Depth of sewage in tank: _____

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: W/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: 0' N/A 100 ft

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:

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

Yes No

Lateral Field:

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

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: Tank needs to be replaced

List corrections completed to system:

System approved: Yes No

Map of tank and lateral field included: Yes No

Unable to Map (State why):

Signature of Inspector: [Signature]

Inspector: Scott Hym Company: Haysbu Septic

Hauler: 8" " Company: 1" " Phone: 785-811-0994 Email: haysbu Septic Service@gmail.com

Phone: " " 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.

RURAL PROPERTY ATTACHMENT TO SALES CONTRACT

SELLER(s): The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996

BUYER(s): _____

ADDRESS: 15939 Leavenworth Rd, Basehor, KS 66007

Septic Inspection / Septic Pumping / Water Well Inspection:

Property is located in Leavenworth 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 Seller's (BUYER'S/SELLER'S) expense, no later than Septic Inspection has been completed (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/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
SELLER	DATE

BUYER	DATE	
BUYER	DATE	DATE



Lawrence Board of Realtors® (6-22-09)



The Septic Inspection was done on May 24, 2019. See attached Inspection Report. Buyer acknowledges receiving a copy of said Inspection. Buyer has read and understands the Septic Inspection Report. The septic tank is unacceptable, and will need to be replaced prior to occupancy. 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 system has been replaced, Buyer will need to contact County for approval.

Buyers Initials: _____
Buyers Initials: _____

“AS IS” ATTACHMENT TO SALES CONTRACT

SELLER(s): The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996

BUYER(s): _____

ADDRESS: 15939 Leavenworth Road, Basehor, KS 66007

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 "AS IS", in it's present condition. Buyer acknowledges having had the opportunity to inspect property prior to auction. Buyer accepts property in it's 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:

15939 Leavenworth Road, Basehor, KS 66007

CHECK THE BOX (or BOXES) FOR INSPECTION(S) TO BE WAIVED

(Paragraphs referenced are in the LBOR/LMLS Board Approved Contract Form.)

- Paragraph 7. TERMITES/WOOD-DESTROYING/PEST INFESTATION
- Paragraph 8. RADON
- Paragraph 9. LEAD-BASED PAINT
- Paragraph 10.b.1 MECHANICAL EQUIPMENT, PLUMBING & ELECTRICAL SYSTEMS, HVAC
- Paragraph 10.b.2 STRUCTURAL
- Paragraph 10.b.3 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 having 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.



Lawrence Board of Realtors® (4-25-14)



Buyers Initials: _____

Buyers Initials: _____



REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE

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 client's 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

Supervising/branch broker

Flory & Associates ~ Realty & Auctions

Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017