



REAL ESTATE AUCTION

March 25, 2025
5:30 PM

Auction held LIVE on site only.
781 N 200 Rd, Baldwin City

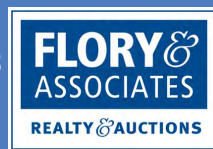
WILL SELL AS FOLLOWS:

- Tract 1: 138.68± Acres
- Tract 2: 220± Acres & older Improvements

CONTACT US

Jason W. Flory, Auctioneer
785.979.2183 | 785.594.3125

Wendy Flory, Broker 785.979.2923
FloryAndAssociates.com
1162 N 550 Rd, Baldwin City, KS



Seller

The Stoebener Family Trust

Property Address

781 N 200 Rd, Baldwin City, KS

Directions

From 59 / 56 junction, West on N300 Rd, South on E 750 Rd , East on N200 Rd to property.

Property Viewing

Tuesday, March 18, 2025 • 3:30-5:30 pm

Saturday, March 22, 2025 • 9:30 a.m. - 12:30 pm

(during personal property auction)

Or by appointment

Auction Location

Auction will be held on site: 781 N 200 Rd, Baldwin City, KS

For More Information Contact:



Wendy Flory, Broker

785.979.2923

785.594.3125

Jason W. Flory, Auctioneer/Agent

785.979.2183

Floryandassociates@gmail.com

Table of Contents:

Property Viewing / Open House Information	2
Table of Contents	3
Term and Conditions	4
Legal Descriptions	5
Tract Description & Pictures • Tract 1	6
Boundary Map • Tract 1	7
Soil Map • Tract 1	8
Topo Map • Tract 1	9
FSA Map • Tract 1	10
Survey • Tract 1	11
Douglas County Agricultural Usage Report • Tract 1	12
Douglas County Property Details • Tract 1	13
Douglas County Appraisal Card • Tract 1	14-15
Sellers Disclosure • Tract 1	16-21
Preliminary Title Commitment • Tract 1	22-25
Tract Description & Pictures • Tract 2	26-27
Boundary Map • Tract 2	28
Soil Map • Tract 2	29
Topo Map • Tract 2	30
FSA Map • Tract 2	31
Douglas County Agricultural Usage Report • Tract 2	32
Douglas County Property Details • Tract 2	33-34
Douglas County Appraisal Card • Tract 2	35-37
Sellers Disclosure • Tract 2	38-44
Preliminary Title Commitment • Tract 2	45-47
Lead-Based Paint Disclosure	48
AS IS attachment to Contract	49
Inspection Wavier	50
Brokerage Relationship Disclosure	51-52

AUCTION TERMS and CONDITIONS

PROPERTY DESCRIPTION:

Tract #1: 138.68± acres

**Tract #2: 781 N 200 Rd, Baldwin City, KS 66006
consisting improvements and of 220± acres.**

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 *ELAND 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 Tuesday, March 18, 2025 3:30 - 5:30 p.m. AND Saturday, March 22, 2025 9:30 a.m. - 12:30 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, 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: 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 April 24, 2025 or a date mutually agreed upon between the Buyer (s) and Seller (s). Closing will be conducted by *Eland Title Company, Lawrence, KS*.

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

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

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

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

Buyer Signature

Buyer Printed Name

Property Owner:
The Stoebener Family Trust

Legal Description:

TRACT #1: The Land referred to herein below is situated in the County of Douglas, State of Kansas and is described as follows: That part of the West Half (W ½) of Section One (S1), Township Fifteen South (T15S), Range Eighteen East (R18E) of the Sixth Principal Meridian, Douglas County, Kansas, being more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 1; thence North 88 degrees 26 minutes 34 seconds East along the South line of the Southwest quarter of said Section 1, a distance of 1308.73 feet to the Southeast corner of a tract of land as described in Book 439 at page 1162, recorded December 22, 1989 in said County and State and the point of beginning of the tract of land to be described herein; thence North 2 degrees 16 minutes 33 seconds West along the East line of said tract, a distance of 912.04 feet (900.00 feet Deed) to the Northeast corner of said Tract; thence continuing North 2 degrees 16 minutes 33 seconds West, a distance of 3677.08 feet; thence North 88 degrees 26 minutes 39 second East, a distance of 1320.50 feet to a point on the East line of the Northwest Quarter of said Section 1; thence South 2 degrees 07 minutes 53 seconds East along the East line of the Northwest Quarter of said Section 1, a distance of 1949.24 feet to the Southeast corner of the Northwest Quarter of said Section 1, also being the Northeast corner of the Southwest Quarter of said Section 1; thence South 2 degrees 15 minute 47 seconds East along the East line of the Southwest Quarter of said Section 1, a distance of 2639.79 feet to the Southeast corner of the Southwest Quarter of said Section 1; thence South 88 degrees 26 minutes 34 seconds West along the South line of the Southwest Quarter of said Section 1, a distance of 1315.00 feet to the point of beginning, containing 6,040,912 square feet or 138.680 acres more or less. Being known as Tract 1 on Boundary Survey recorded in Plat Book 19 at page 102, in the office of the Register of Deeds in Douglas County, Kansas.

TRACT #2: The Northeast 1/4 and the North 60 Acres of the Southeast 1/4 of Section Twelve (12), Township Fifteen (15), Range Eighteen (18), in Douglas County, Kansas.



Tract Description

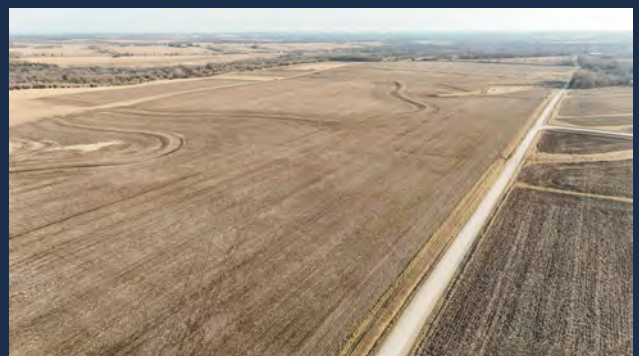
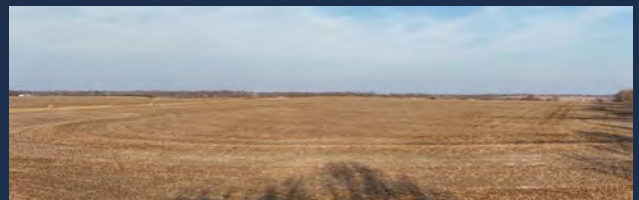
138.68± acres along E 750 Rd

Tract #1

138.68± total acres



- 94.67± acres tillable
- 29.23± acres hay/timber
- Road frontage



TRACT #1 • BOUNDARY MAP



Kansas, AC +/-



Tract 1: Boundary Map



TRACT #1 • SOIL MAP

Kansas, AC +/-



Tract 1: Soil Map

Flory & Associates~Realty & Auctions

P: 785-979-2923 | 785-594-3125

FloryAndAssociates.com

1162 N 550 Rd, Baldwin City,

The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

TRACT #1 • TOPO MAP



Kansas, AC +/-



Tract 1: Topo Map



Tract #1 • FSA MAPS

USDA
United States Department of Agriculture



FSA Maps for
Tract #1

Imagery: 2023 NAIP (Flown May/June)
Exported: October 2024

Douglas County, KS

Farm: 7910
Tract: 13118

Crop Year 2025

SHARES:

USDA
United States Department of Agriculture



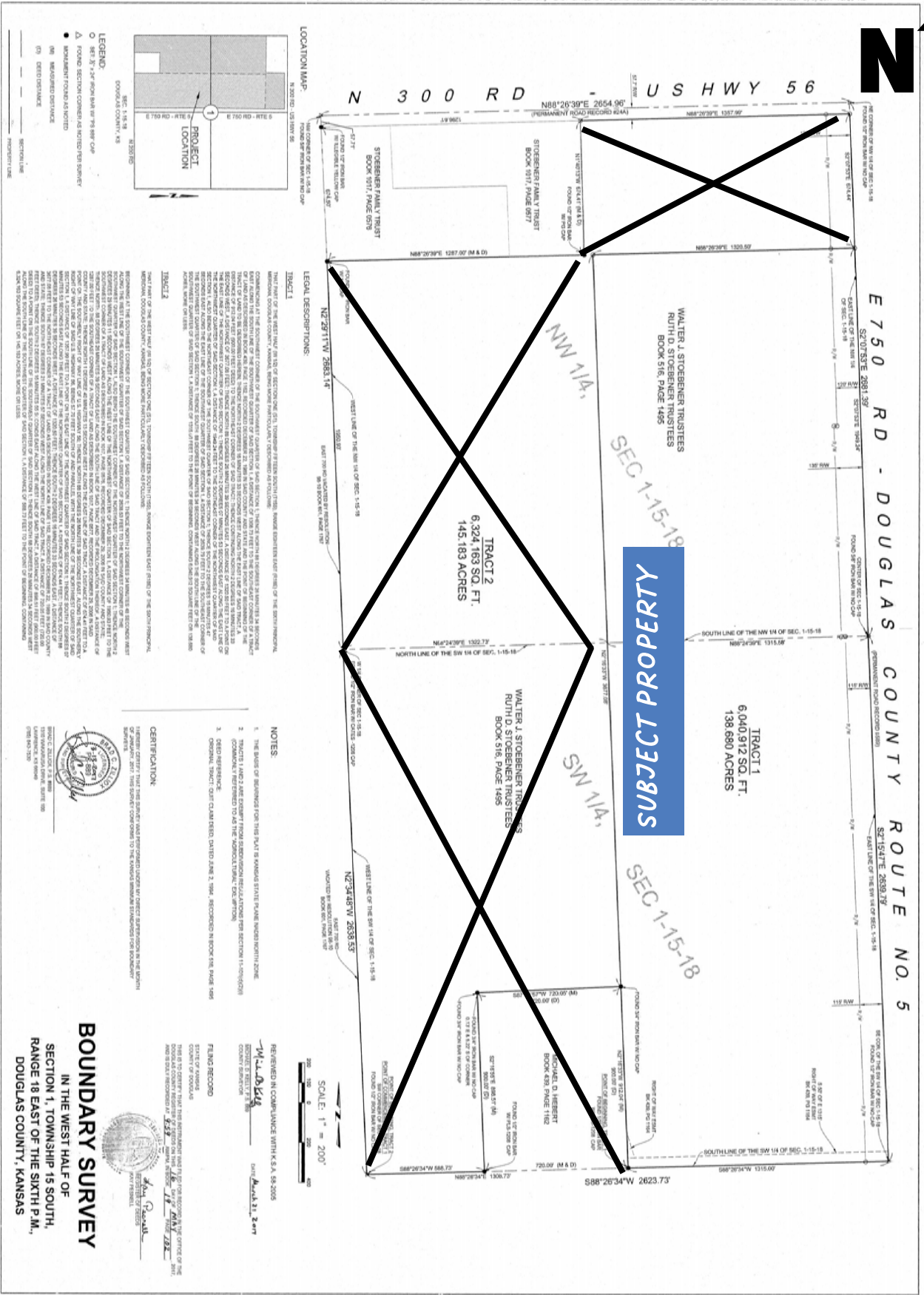
Imagery: 2023 NAIP (Flown May/June)
Exported: October 2024

Douglas County, KS

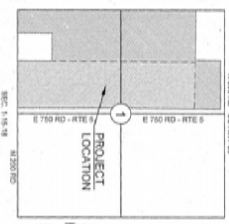
Farm: 7910
Tract: 13122

Crop Year 2025

SHARES:



SUBJECT PROPERTY



LEGEND:
 ○ 3/4" OF IRON PIPE SET BY SURVEYOR
 △ FOUND SECTION CORNER AS NOTED ON SURVEY
 ● MONUMENT FOUND AS NOTED
 ■ MANAGED DISTURBANCE
 ○○ CURED DISTURBANCE
 --- METEOROLOGICAL
 --- PROJECT LINE

LEGAL DESCRIPTIONS:

TRACT 1
 TRACT 1 OF THE WEST HALF OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 18 EAST, SIXTH P.M. OF THE SEVENTH RANGE, COUNTY OF DOUGLAS, STATE OF KANSAS, BEING 6,040,912 SQ. FT., OR 138.689 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF SAID TRACT AND THE PLAT OF SAID SECTION, BOTH AS FILED FOR RECORD IN THE PUBLIC OFFICE OF SAID COUNTY, KANSAS, TO-WIT: BOOK 916, PAGE 1495.

TRACT 2
 TRACT 2 OF THE WEST HALF OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 18 EAST, SIXTH P.M. OF THE SEVENTH RANGE, COUNTY OF DOUGLAS, STATE OF KANSAS, BEING 6,324,163 SQ. FT., OR 145.183 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF SAID TRACT AND THE PLAT OF SAID SECTION, BOTH AS FILED FOR RECORD IN THE PUBLIC OFFICE OF SAID COUNTY, KANSAS, TO-WIT: BOOK 916, PAGE 1495.

NOTES:

1. THE BOUNDARY LINES FOR THIS PLAT ARE BASED UPON THE KANSAS STATE PLANE NORTH ZONE.
2. TRACT 1 AND 2 ARE EXCEPTED FROM DIVISION REGULATIONS SECTION 11-4-02(b)(2).
3. CORNER REFERENCE: CORNER, SOUTH QUARTER CORNER, DATED JUNE 2, 1994, AS SHOWN IN BOOK 916, PAGE 1495.

CERTIFICATION:
 I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Kansas, and that I am the author of the foregoing plat, and that the same is a true and correct representation of the facts as shown to me by the parties to the same, and that I am not aware of any fraud or other illegality in the execution of the same.

BOUNDARY SURVEY
 IN THE WEST HALF OF
 SECTION 15, TOWNSHIP 15 SOUTH,
 RANGE 18 EAST OF THE SIXTH P.M.,
 DOUGLAS COUNTY, KANSAS

REVIEWED IN COMPLIANCE WITH K.S.A. 58-2005
 W. L. L. L. L.
 COUNTY SURVEYOR
 DATE: August 11, 2017

PLAT RECORD
 THIS IS TO CERTIFY THAT THIS PLATMENT WAS FILED FOR RECORD IN THE PUBLIC OFFICE OF DOUGLAS COUNTY, KANSAS, ON AUGUST 11, 2017, AT 10:00 A.M. THE PLAT NUMBER IS 18-15-18-17-001.

REV.	DATE	DESCRIPTION

SCALE: 1" = 200'
 0 100 200 400



LANDPLAN ENGINEERING, P.C.
 Lawrence, KS • Kansas City, MO • The Woodlands, TX
 1310 Woodhurst Drive, Suite 100
 Lawrence, Kansas 66044
 785-843-7500 (F) 785-843-2410 (F)
 info@landplan-engineering.com | www.landplan-engineering.com

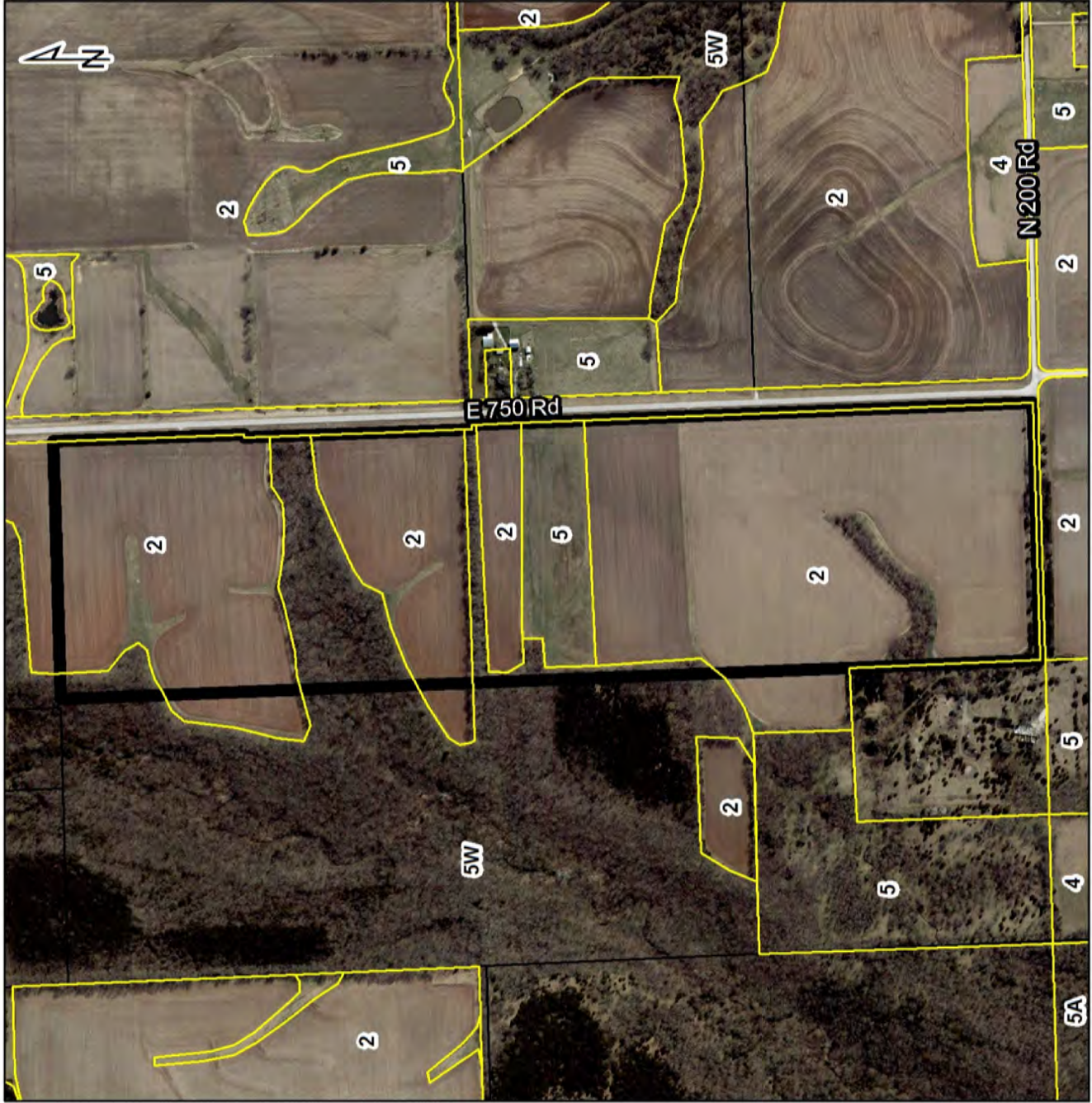
BOUNDARY SURVEY
 IN THE WEST HALF OF
 SECTION 15, TOWNSHIP 15 SOUTH,
 RANGE 18 EAST OF THE SIXTH P.M.,
 DOUGLAS COUNTY, KANSAS

DATE	DESCRIPTION

1
 of 1 SHEETS

DOUGLAS COUNTY AGRICULTURAL USAGE REPORT

PIN: 221-01-0-00-00-002.00-0



TYPE	SOIL	ACRES
2	7260	22.7
2	8962	61.4
2	7302	8.0
2	7460	9.0
2	4752	0.2
2	7051	1.6
5	7460	1.9
5	7260	2.4
5	8962	3.8
5W	7460	1.2
5W	7260	1.8
5W	8962	0.7
5W	4752	8.3
5W	7302	2.3

TYPE	ACRES
2	102.9
5	8.0
5W	14.4

Map produced 6/30/2017, GIS

© Douglas County, KS 2017
Aerial photo taken March 2016

PROPERTY DETAILS

Value and Tax Information

GENERAL PROPERTY INFORMATION							
Owner 1 Name		Full Address		PIN	Plate	Book	Page
STOEBENER WALTER J TRUSTEE		, MARION TWP, KS		023-221-01-0-00-00-002.00-0	600437A	516	1495
							05/24/1994 *
Living Units	Map/Routing	Neighborhood	Property Class	Tax Unit Group	Zoning	Home Site Land Size	Ag Land Size
0		904.0	A	000754	A	0 Sqft	125.4 Acres

(* click on the above date to link to the Deed system)

PROPERTY FACTORS			
Access	Fronting	Location	Parking Proximity
Paved Road	Major Strip or CBD	Neighborhood or Spot	Far
Parking Quantity	Parking Type	Topography	Utilities
None	None	Level - 1 , Rolling - 4	Well

LAND-BASED CLASSIFICATION SYSTEM			
Activity	Function	Ownership	Site
Farming, plowing, tilling, harvesting, or related activities	Farming / ranch land (no improvements)	Private-fee simple	Dev Site - crops, grazing etc - no structures

LAST INSPECTION		
Date	Time	Appraiser
12/5/2023	12:00:00 PM	Ag St

BUILDING PERMITS
There are no building permit records for this property.

Sales Validation Questionnaire Downloads (TIFF format): [SVQ 1](#)
 · [SVQ 2](#)

OTHER BUILDING COMPONENTS
There are no other building component records for this property.

OTHER BUILDING IMPROVEMENTS
There are no other building improvement records for this property.

BUILDING PHOTO(S)

DGCAMA Property Record Card

Quick Ref: R39071

Tax Year: 2024

Run Date: 1/8/2025 5:34:19 PM

Parcel ID: 023-221-01-0-00-00-002.00-0

OWNER NAME AND MAILING ADDRESS

STOEBENER WALTER J TRUSTEE 50 %
 STOEBENER RUTH D TRUSTEE 50 %
 781 N 200 RD
 BALDWIN CITY, KS 66006-7121

PROPERTY SITUS ADDRESS

1-15-18
 KS

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Six:
 Activity: 8100 Farming, plowing, tilling, harv
 Ownership: 1100 Private-fee simple
 Site: 3100 Dev Site - crops, grazing etc-

GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A
 Living Units: A
 Zoning: A
 Neighborhood: 904.0 904.0
 Economic Adj. Factor: / 600437A
 Map / Routing: 060754-1wp Marion - 754
 Tax Unit Group:

PROPERTY FACTORS

Topography: Level - 1, Rolling - 4
 Utilities: Well
 Access: Paved Road
 Fronting: Major Strip or CBD
 Location: Neighborhood or Spot
 Parking Type: None
 Parking Quantitv: None
 Parking Proximity: Far
 Parking Covered:
 Parking Uncovered:

TRACT DESCRIPTION

138.680A 1-15-18 THAT PART OF W/2 DESC AS:
 COM AT SW COR SW/4 SD SEC; TH N88DEG26
 34E ALONG S LINE SW/4 SD SEC 1308.73 FT
 TO SE COR OF TR OF LAND DESC IN BK/PG
 439/1162; TH N02DEG16 33W ALONG E LINE SD
 TR 912.04 FT (900 FT DEED) TO NE COR SD
 TR; TH CONT N02DEG16 33W 3677.08 FT; T...

BOHDIAS COUNTY AGRICULTURAL USAGE REPORT

TYPE	ACR	ACR2	ACR3	ACR4	ACR5	ACR6	ACR7	ACR8	ACR9	ACR10
1	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0

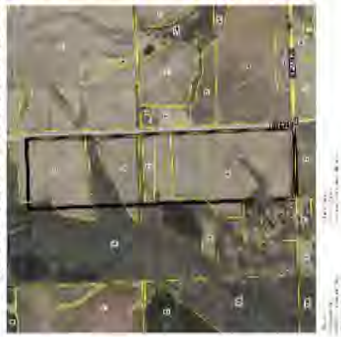


Image Date: 08/24/2022

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
12/05/2023	12:00 PM	FR	FR	Ag Staff		
09/01/2022	11:51 AM	AU	Ag	989		
01/04/2021	10:00 AM	FR	FR	347		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp

2024 APPRAISED VALUE

Cls	Land	Building	Total
A	53,720	0	53,720
Total	53,720	0	53,720

2023 APPRAISED VALUE

Cls	Land	Building	Total
A	58,620	0	58,620
Total	58,620	0	58,620

MISCELLANEOUS IMPROVEMENT VALUES

Class	Value	Reason Code
NEW CONSTRUCTION	0	

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff	FF	Depth	D-Fact	Inf1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est	

Total Market Land Value 0

DGCAMA Property Record Card

Parcel ID: 023-221-01-0-00-00-002.00-0

Quick Ref: R39071

Tax Year: 2024

Run Date: 1/8/2025 5:34:19 PM

AGRICULTURAL LAND											COMMENTS		IMPROVEMENT COST SUMMARY		
Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Proq	Base Rate	Adj Rate	Ag Value				
DR	0.20	4752			0.00	0.00			10	10	10			0	
DR	1.60	7051			0.00	0.00			369	369	590			100	
DR	22.70	7260			0.00	0.00			502	502	11,400				
DR	8.00	7302			0.00	0.00			555	555	4,440				
DR	9.00	7460			0.00	0.00			343	343	3,090				
DR	61.40	8962			0.00	0.00			542	542	33,280				
NG	2.40	7260			0.00	0.00			106	106	250				
NG	1.90	7460			0.00	0.00			106	106	200				
NG	3.80	8962			0.00	0.00			85	85	320				
NG	14.40	WST			0.00	0.00			10	10	140				
											AG LAND SUMMARY				
Dry Land Acres:											102.90				
Irrigated Acres:											0.00				
Native Grass Acres:											22.50				
Tame Grass Acres:											0.00				
Total Ag Acres:											125.40				
Total Ag Use Value:											53,720				
Total Ag Mkt Value:											862,050				

Other Improvement RCN: 0
 Eco Adj: 100
 Other Improvement Value: 0

AG LAND SUMMARY

Dry Land Acres: 102.90
 Irrigated Acres: 0.00
 Native Grass Acres: 22.50
 Tame Grass Acres: 0.00
 Total Ag Acres: 125.40
 Total Ag Use Value: 53,720
 Total Ag Mkt Value: 862,050



SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated:
December 2014

SELLER:

Stoebener Family Trust dated May 24, 1994

DATE:

01/21/2025

PROPERTY ADDRESS:

TBD N 200 Rd, Baldwin City, KS 66006

LEGAL DESCRIPTION:

See attached Exhibit "A" for legal description. Tax ID # 600437A

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:


- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

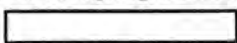
2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.


SELLER'S INITIALS


SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
- (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate date that SELLER acquired the Property: _____
2. What is the current zoning of the Property? _____

Part 4. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? Public Water Private Water Well Cistern Other None
2. If the water source is a Well, please state: Type _____ Depth _____
 Diameter _____ Age _____
3. If the water source is a Well, has the water originating from the well ever been tested? Yes No
 If Yes, please provide the results of such tests in separate documentation.
4. Does the Property have any sewage facilities on or connected to it? Yes No
 If Yes, please specify: Public Sewer Private Sewer Septic System Lagoon Grinder Pump Cesspool
5. If there are sewage facilities on or connected to the Property, when were they last serviced? _____
6. Are you aware of any problems relating to the water systems or sewage facilities on the Property? Yes No
 If Yes, please explain: _____

7. Additional Comments: _____

Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:

- 1. Is there electrical service connected to the Property? Yes No
- 2. If there is electrical service connected to the Property, is there a meter? Yes No
- 3. If there is no electrical service connected to the Property, what is the distance to the electrical service? _____
- 4. Is natural gas connected to the Property? Yes No
- 5. If there is no natural gas connected to the Property, what is the distance to the nearest source? _____
- 6. Is there a natural gas well on the Property? Yes No
- 7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant? Yes No
- 8. Are you aware of any additional costs to hook up utilities to the Property? Yes No

If Yes, please explain: _____

9. Additional Comments: _____

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

- 1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? Yes No
- 2. Are you aware of any drainage or flood problems on the Property or adjacent properties? Yes No
- 3. Have any neighbors complained that the Property causes drainage problems? Yes No
- 4. Has the Property had a stake survey? Yes No
If Yes, please attach a copy of the stake survey.
- 5. Are the boundaries of the Property marked in any way? Yes No
- 6. Do you have an Improvement Location Certificate (ILC) for the Property? Yes No
If Yes, please attach a copy of the Improvement Location Certification (ILC).
- 7. Is there fencing on the Property? Yes No
If Yes, does the fencing belong to the Property? Yes No
- 8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? Yes No
- 9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? Yes No
If Yes, is the Property owner responsible for the maintenance of any such shared features? Yes No
- 10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? Yes No
- 11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season? Yes No
- 12. Has the Property received any notice for non-compliance with the noxious weed law? Yes No
- 13. Is there currently a lien on the Property due to actions taken under the noxious weed law? Yes No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here: _____

15. Additional Comments: _____

Part 7. HAZARDOUS CONDITIONS:

- 1. Are you aware of any underground storage tanks on or near this Property? Yes No
- 2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)? Yes No
- 3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? Yes No
If Yes, please attach a copy of the environmental reports.
- 4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? Yes No
- 5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? Yes No
- 6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? Yes No
- 7. Are you aware of any other environmental conditions on the Property? Yes No
- 8. Have any other environmental inspections or tests been conducted on the Property? Yes No
- 9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here: _____

10. Additional Comments: _____

Part 8. OTHER MATTERS:

Are you aware of:

- 1. Any violation of zoning, setbacks or restrictions or of a non-conforming use? Yes No
- 2. Any violation of laws or regulations affecting the Property? Yes No
- 3. Any existing or threatened legal action pertaining to the Property? Yes No
- 4. Any litigation or settlement pertaining to the Property? Yes No
- 5. Any current or future special assessment pertaining to the Property? Yes No
- 6. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes No
- 7. Any other condition that may prevent you from completing the sale of the Property? Yes No
- 8. Any burial grounds on the Property? Yes No

9. Any leases on the Property? Yes No
If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

10. Any easements or leases on the Property regarding wind energy? Yes No
If Yes, please attach a copy of the easement or lease agreement.

11. Any public authority contemplating condemnation proceedings? Yes No

12. Any government rule limiting the future use of the Property other than existing zoning regulations? Yes No

13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? Yes No

14. Has the Property been entered into, enrolled or placed into any government farm or conservation program? Yes No

15. Any interest in all or part of the Property that has been reserved by the previous owner or government action? Yes No

16. Any unrecorded interests affecting the Property? Yes No

17. Anything that would interfere in passing clear title to the BUYER? Yes No

18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here:

19. Additional Comments:

Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:

SELLER owns:

1. Mineral rights? Yes No Portion of Rights

2. Crops? Yes No Portion of Rights

3. Conservation Reserve Program (CRP) payments? Yes No Portion of Rights

4. Water rights? Yes No Portion of Rights

5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here:


6. Additional Comments:

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the SELLER'S Agricultural Land Property Disclosure Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

Selling as trustee, I've never occupied the property

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

	1/21/25
SELLER'S SIGNATURE	DATE

BUYER'S SIGNATURE	DATE

SELLER'S SIGNATURE	DATE

BUYER'S SIGNATURE	DATE

TRACT #1 • Preliminary Title



First American Title™

PRELIMINARY Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Eland Title Company LLC
Issuing Office: 816 Ames Street, Baldwin City, KS 66006
Issuing Office's ALTA® Registry ID: 1134058
Loan ID No.:
Commitment No.: 250119B-1
Issuing Office File No.: 250119B
Property Address: 1-15-18, Baldwin City, KS 66006

SCHEDULE A

1. Commitment Date: January 23, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
Proposed Insured: **To Be Determined**
Proposed Amount of Insurance: **\$TBD**
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
Proposed Insured: **To Be Determined**
Proposed Amount of Insurance: **\$TBD**
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Ruth D Stoebener, Trustee of the Stoebener Family Trust
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Date: January 30, 2025
Eland Title Company, LLC

Paulette R. Ogilvie, Authorized Signor

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.





File No.: 250119B

The Land referred to herein below is situated in the County of Douglas, State of Kansas and is described as follows:

That part of the West Half (W ½) of Section One (S1), Township Fifteen South (T15S), Range Eighteen East (R18E) of the Sixth Principal Meridian, Douglas County, Kansas, being more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 1; thence North 88 degrees 26 minutes 34 seconds East along the South line of the Southwest quarter of said Section 1, a distance of 1308.73 feet to the Southeast corner of a tract of land as described in Book 439 at page 1162, recorded December 22, 1989 in said County and State and the point of beginning of the tract of land to be described herein; thence North 2 degrees 16 minutes 33 seconds West along the East line of said tract, a distance of 912.04 feet (900.00 feet Deed) to the Northeast corner of said Tract; thence continuing North 2 degrees 16 minutes 33 seconds West, a distance of 3677.08 feet; thence North 88 degrees 26 minutes 39 second East, a distance of 1320.50 feet to a point on the East line of the Northwest Quarter of said Section 1; thence South 2 degrees 07 minutes 53 seconds East along the East line of the Northwest Quarter of said Section 1, a distance of 1949.24 feet to the Southeast corner of the Northwest Quarter of said Section 1, also being the Northeast corner of the Southwest Quarter of said Section 1; thence South 2 degrees 15 minute 47 seconds East along the East line of the Southwest Quarter of said Section 1, a distance of 2639.79 feet to the Southeast corner of the Southwest Quarter of said Section 1; thence South 88 degrees 26 minutes 34 seconds West along the South line of the Southwest Quarter of said Section 1, a distance of 1315.00 feet to the point of beginning, containing 6,040,912 square feet or 138.680 acres more or less. Being known as Tract 1 on Boundary Survey recorded in Plat Book 19 at page 102, in the office of the Register of Deeds in Douglas County, Kansas.



SCHEDULE B, PART I - REQUIREMENTS

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. (Documents to be listed here)

Per the Customer's Request, this is a "Preliminary Report". If a policy is requested, we reserve the right to make additional requirements and/or exceptions.

5. It is our understanding that Ruth D Stuebener, one of the joint tenant owners of the subject property is deceased. We, therefore require that a certified copy of the death certificate be obtained and filed with the Douglas County, Kansas Register of Deeds, as to Her death.
6. Furnish for our file a copy of the Stuebener Family Trust, and any amendments thereto. In lieu of a copy of the Trust, the attached Certification of Trust may be completed by the Trustee. Our office reserves the right to require copies of the pertinent provisions of the trust document.
7. Trustee's Deed from _____, Successor Trustee of The Stuebener Family Trust, conveying property to the proposed insured.
8. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Seller prior to the issuance of the final title binder.
9. For Information Only: 2024 Real Estate Taxes in the amount of \$2,063.19 are First Half Paid. Tax ID Number: 600437A and Quick Ref ID: R39071. Address: 1-15-18, Baldwin City, KS 66006

**Eland Title Company LLC
1420 Wakarusa Drive, Suite 201
Lawrence, KS 66049
Ph: 785-841-0505**

For Questions regarding TITLE, please contact: Paulette Ogilvie, email address: paulette@elandtitleco.com

For Questions regarding CLOSING, please contact: Meika Nash, email address: meika@elandtitleco.com

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights except in (a) or (b) appear in the Public Records or are shown in Schedule B.
8. Real Estate taxes for second half 2024 and subsequent years.
9. That part of the subject premises lying within private or public roadways.
10. Easement in favor of United States of America, as more fully described in the instrument recorded in Book 218 at page 11.
11. Right of Way granted to Douglas County Rural Water District No. 5, as described in the instrument recorded in Book 305 at page 4.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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.

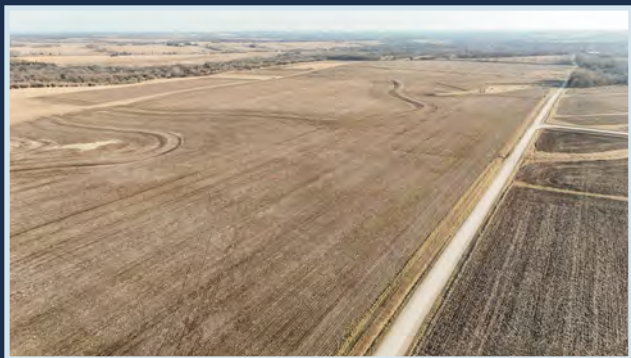
Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





TRACT #2





Tract 2 Description

781 N 200 Rd, Baldwin City, KS 66006
220± acres with older improvements

Tract #2 220± total acres



- **116.3± acres tillable**
- **29± acres hay**
- **70± acres pasture**
- **Rural Water Meter**
- **Several outbuildings, fencing**
- **3 BR, 1 bath, 1680 sq ft House**
- **Full unfinished basement**
- **Ready for your personal updates!**



TRACT #2 • BOUNDARY MAP

Stoebener Estate • Tract 2

781 N 200 Rd, Baldwin City, KS • 220 acres +/- with improvements



Tract 2: Boundary Map

TRACT #2 • SOIL MAP

Stoebener Estate • Tract 2
Kansas, AC +/-

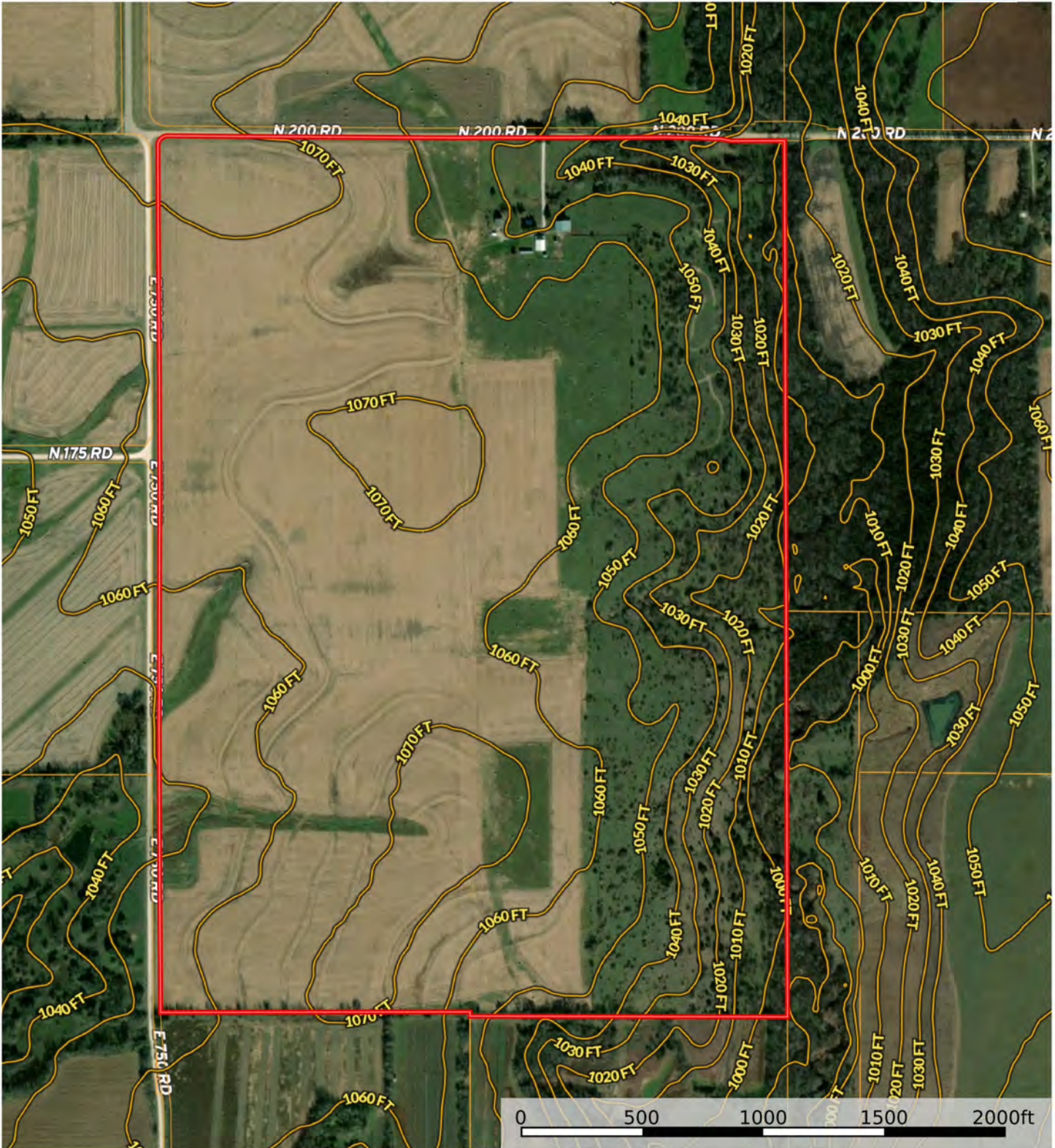


Tract 2: Soil Map



TRACT #2 • TOPO MAP

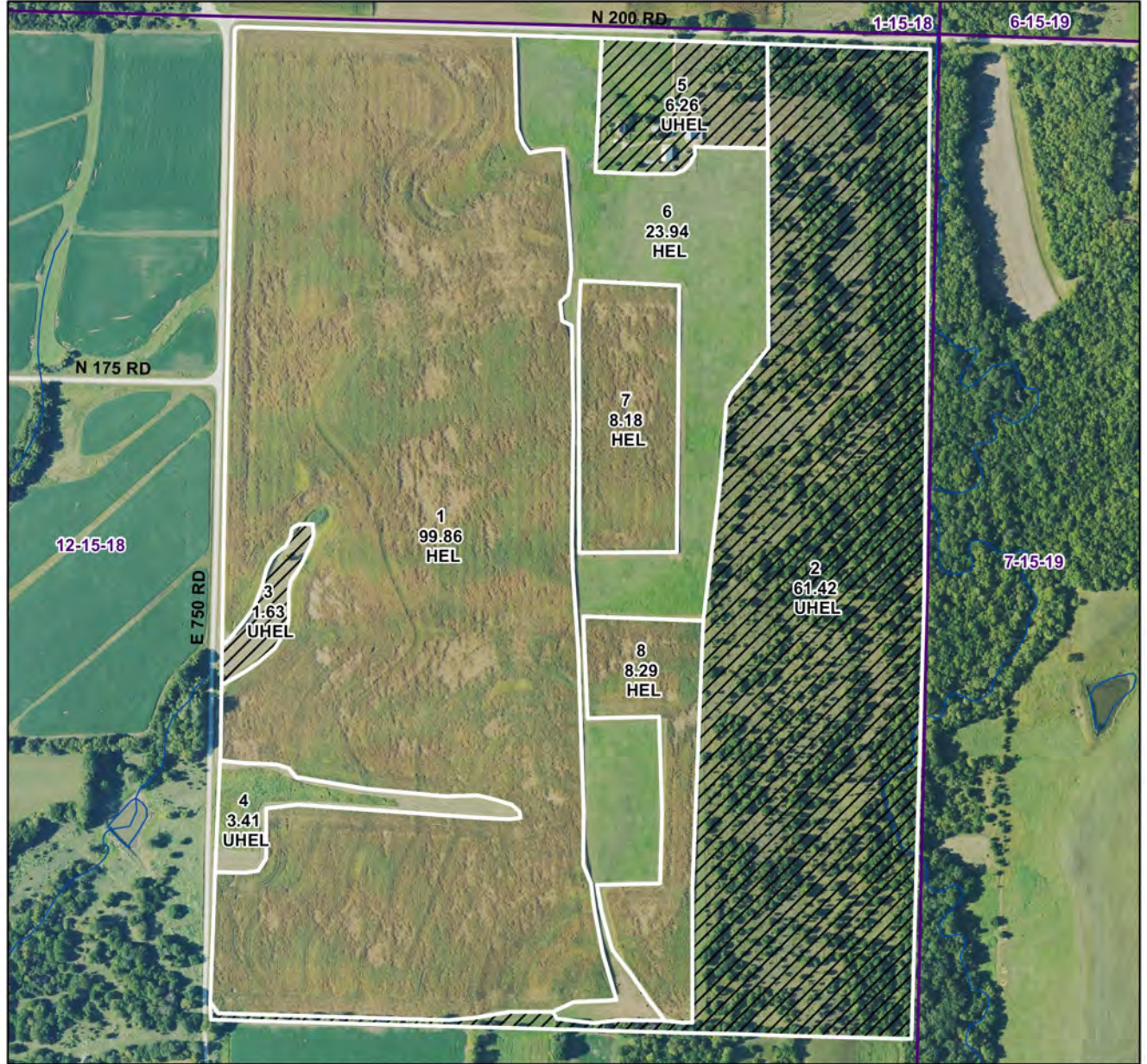
Stoebener Estate • Tract 2
Kai



Tract 2: Topo Map



TRACT #2 • FSA MAP



Imagery: 2023 NAIP (Flown May/June)
Exported: October 2024

Douglas County, KS

Crop Year 2025

Farm: 7910
Tract: 881

SHARES:
CROP/GRASS

OP: _____
OW: _____
OW: _____
OT: _____
OT: _____

PLANT DATE:

Wheat _____
Oats _____
Corn _____
Soybeans _____
GS/Milo _____
Alfalfa _____
Clover _____
Cover Crop _____

Unless Otherwise Noted, the Following Crops Have an Approved Abbreviation of Intended Use of Grain(GR), Non-Irrigated(NI), Crop Status of Initial(I) and the Following is Also True: Wheat(WWHT) is HRW, Oats are SPR, Corn(C) is YEL, Soybeans(SB) are COM, Milo is Sorgh/GRS.

U.S. Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP). The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific delineation of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA - NRCS. USDA is an equal opportunity employer, lender and provider.

DOUGLAS COUNTY AGRICULTURAL USAGE REPORT

PIN: 221-12-0-00-00-001.00-0



- 1 Homestead
- 2 Crop Land
- 2A Crop Land w/Adverse Influence
- 3 Irrigated Land
- 4 Tame Grass
- 5 Native Grass
- 5A Grass w/Adverse Influence
- 5W Non-Productive
- 8 Non-Agricultural Other Site
- 9 Non-Agricultural
- WW Waterway
- AgUse
- Parcel

TYPE	SOIL	ACRES
1	7460	1.0
2	7260	24.9
2	7460	11.3
2	4752	2.0
2	7302	15.3
2	7651	2.9
2	8962	69.6
4	7260	5.1
4	7460	14.0
5	7657	15.5
5	7260	1.7
5	7051	1.3
5	7651	6.4
5	7460	15.7
5	7658	27.7
5	7302	1.3

TYPE	ACRES
1	1.0
2	126.1
4	19.1
5	69.6

Map produced 6/30/2017, GIS

© Douglas County, KS 2017
Aerial photo taken March 2016

PROPERTY DETAILS

Value and Tax Information

GENERAL PROPERTY INFORMATION							
Owner 1 Name		Full Address		PIN	Plate	Book	Page
STOEBENER RUTH D TRUSTEE		781 N 200 RD, MARION TWP, KS		023-221-12-0-00-00-001.00-0	600503A	516	1499
Living Units	Map/Routing	Neighborhood	Property Class	Tax Unit Group	Zoning	Home Site Land Size	Ag Land Size
1		904.0	F	000755	A	1.0 Acre	215.3 Acres

(* click on the above date to link to the Deed system)

PROPERTY FACTORS			
Access	Fronting	Location	Parking Proximity
Semi Improved Road	Secondary Street	Neighborhood or Spot	On Site
Parking Quantity	Parking Type	Topography	Utilities
Adequate	Off Street	Above Street - 2 , Rolling - 4	Well , Septic

LAND-BASED CLASSIFICATION SYSTEM			
Activity	Function	Ownership	Site
Farming, plowing, tilling, harvesting, or related activities	Farming / ranch operation (with improvements)	Private-fee simple	Dev Site - crops, grazing etc - with structures

LAST INSPECTION		
Date	Time	Appraiser
1/9/2024	12:31:00 PM	378

BUILDING PERMITS
 There are no building permit records for this property.

OTHER BUILDING COMPONENTS		
Component	Percentage	Unit
Single -Wall-Boards on Wood	100%	
Single -Wall-Boards on Wood	100%	
Single -Wall-Boards on Wood	100%	

OTHER BUILDING IMPROVEMENTS					
Improvement	Quantity	Year Built	Area	Stories	Rank
Farm Utility Building	1	1920	2080	1	1.00
Lean-to, Farm Utility	1	1920	440	1	1.00
Residential Garage - Detached	1	1950	480	1	0.60
Tool Shed	1	1920	2088	1	1.00
Tool Shed	1	1940	500	1	2.00

BUILDING PHOTO(S)



RESIDENTIAL BUILDING DETAILS

(Please Note: Up to 3 records are shown. To view all buildings for this property, please click the 'View Appraisal Card' button above.)

BUILDING #1

RESIDENTIAL BUILDING DESCRIPTION				
Year Built	Residence Type	Quality	LBCS Structure	MS Style
1941	Single-family Residence	Average	Detached SFR unit	Two Story
Architectural Style	Basement Type	CDU	Foundation	Total Living Area
Old Style	Full	FR+	Concrete - 2	1,680 Sqft
Bed Rooms	Full Baths	Half Baths	Family Room	Total Rooms
3	1	0	0	6

RESIDENTIAL BUILDING COMPONENTS				
Component	Quality	Units	Percentage	Year Added
Add for Oil Fired			100%	
Automatic Floor Cover Allowance				
Composition Shingle			100%	
Enclosed Wood Deck (SF), Screened Walls		120		
Frame, Metal or Vinyl Siding			100%	
Plumbing Fixtures (#)		5		
Plumbing Rough-ins (#)		1		
Raised Slab Porch (SF) with Roof		160		
Raised Subfloor (% or SF)		1680		
Total Basement Area (SF)		840		
Warmed & Cooled Air			100%	

DGCAMA Property Record Card

Parcel ID: 023-221-12-0-00-001.00-0

Quick Ref: R39086

Tax Year: 2024

Run Date: 1/8/2025 5:27:54 PM

OWNER NAME AND MAILING ADDRESS

STOEBENER RUTH D TRUSTEE
 STOEBENER WALTER J TRUSTEE
 781 N 200 RD
 BALDWIN CITY, KS 66006-7121
 PROPERTY SITUS ADDRESS
 781 N 200 RD
 KS

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
01/09/2024	12:31 PM	FR	FR	378		
01/03/2024	12:17 PM	FR	FR	353		
03/07/2023	11:54 AM	MV	DM	378		



R39086 06/20/2023

LAND BASED CLASSIFICATION SYSTEM

Function: 9050 Farming / ranch Six:
 Activity: 8100 Farming, plowing, tilling, harv
 Ownership: 1100 Private-fee simple
 Site: 3200 Dev Site - crops, grazing etc-

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp

Image Date: 06/22/2023

GENERAL PROPERTY INFORMATION

Prop Class: F Farm Homesites - F
 Living Units: 1
 Zoning: A
 Neighborhood: 904.0 904.0
 Economic Adj. Factor:
 Map / Routing: / 600503A
 Tax Unit Group: 060755-Twp Mannon - 755

PROPERTY FACTORS

Topography: Above Street - 2, Rolling - 4
 Utilities: Well, Septic
 Access: Semi Improved Road
 Fronting: Secondary Street
 Location: Neighborhood or Spot
 Parking Type: Off Street
 Parking Quantitv: Adequate
 Parking Proximity: On Site
 Parkina Covered:
 Parkina Uncovered:

2024 APPRAISED VALUE

Cls	Land	Building	Total
A	72,470	19,950	92,420
F	24,400	121,100	145,500
Total	96,870	141,050	237,920

2023 APPRAISED VALUE

Cls	Land	Building	Total
A	78,320	18,540	96,860
F	24,000	103,930	127,930
Total	102,320	122,470	224,790

TRACT DESCRIPTION

220A 12-15-18 NE 1/4; ALSO N 60A OF SE 1/4
 UCA (600503 & 513COMBINED 1988)

MISCELLANEOUS IMPROVEMENT VALUES

Class	Value	Reason Code

NEW CONSTRUCTION

Class	Value	Reason Code

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff	FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site													32	15.00	4,800.00	2,900.00	3,400.00	24,400

Total Market Land Value 24,400

DGCAMA Property Record Card

Run Date: 1/8/2025 5:27:54 PM

Tax Year: 2024

Quick Ref: R39086

Parcel ID: 023-221-12-0-00-001.00-0

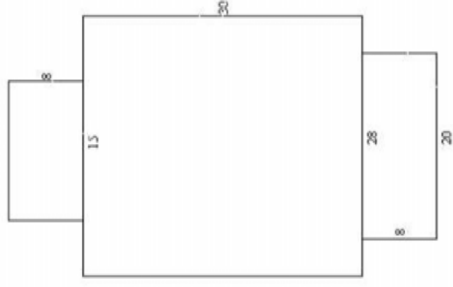
DWELLING INFORMATION
 Res Type: 1-Single-Family Residence
 Quality: 3.00-Average
 Year Blt: 1941 Est: Yes
 Eff Year:
 MS Style: 2-Two Story
 LBCSStruct: 1110-Detached SFR unit

COMP SALES INFORMATION
 Arch Style: 09-Old Style
 Bsmt Type: 4-Full
 Total Rooms: 6 Bedrooms: 3
 Family Rooms:
 Full Baths: 1 Half Baths: 0
 Garage Cap:
 Foundation: Concrete - 2

IMPROVEMENT COST SUMMARY
 Dwelling RCN: 252,890
 Percent Good: 68
 Mkt Adj: 100 Eco Adj: 100
 Building Value: 171,960
 Other Improvement RCN: 14,480
 Other Improvement Value: 8,690

CALCULATED VALUES
 Cost Land: 24,400
 Cost Building: 180,650
 Cost Total: 205,050
 Income Value: 0
 Market Value: 145,500
 MRA Value: 171,800
 Weighted Estimate: 142,240

FINAL VALUES
 Value Method: MKT
 Land Value: 96,870
 Building Value: 141,050
 Final Value: 237,920
 Prior Value: 224,790



SKETCH VECTORS

A0CU30X28A1R4CR20X8A2U30R6CU8X15H

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	152-Residential Garage - Detach	D	0.60	1	1950			480	88	8	24 X 20	1.00	3	3					14,480	60	8,690

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
102-Frame, Metal or Vinyl Siding	100	100		
208-Composition Shingle	100	100		
315-Add for Oil Fired	100	100		
351--Warmed & Cooled Air	100	100		
402-Automatic Floor Cover Allowance				
601--Plumbing Fixtures	5			
602-Plumbing Rough-ins	1			
622-Raised Subfloor	1,680			
801--Total Basement Area	840			
905--Raised Slab Porch with Roof	160			
913-Enclosed Wood Deck, Screened Walls	120			

DGCAMA Property Record Card

Parcel ID: 023-221-12-0-00-00-001.00-0

Quick Ref: R39086

Tax Year: 2024

Run Date: 1/8/2025 5:27:54 PM

AGRICULTURAL LAND												
Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acres Feet	Acres Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value	
DR	2.00	4752			0.00	0.00	10		502	10	20	
DR	25.00	7260			0.00	0.00	502		502	502	12,550	
DR	15.40	7302			0.00	0.00	555		555	555	8,550	
DR	11.20	7460			0.00	0.00	343		343	343	3,840	
DR	2.90	7651			0.00	0.00	37		37	37	110	
DR	69.80	8962			0.00	0.00	542		542	542	37,830	
NG	1.30	7051			0.00	0.00	192		192	192	250	
NG	1.70	7260			0.00	0.00	106		106	106	180	
NG	1.20	7302			0.00	0.00	106		106	106	130	
NG	15.80	7460			0.00	0.00	106		106	106	1,670	
NG	6.40	7651			0.00	0.00	106		106	106	680	
NG	15.40	7657			0.00	0.00	106		106	106	1,630	
NG	27.60	7658			0.00	0.00	106		106	106	2,930	
TG	5.10	7260			0.00	0.00	107		107	107	550	
TG	14.10	7460			0.00	0.00	107		107	107	1,510	
TG	0.10	7651			0.00	0.00	107		107	107	10	
TG	0.10	7657			0.00	0.00	107		107	107	10	
TG	0.20	7658			0.00	0.00	107		107	107	20	

IMPROVEMENT COST SUMMARY	
Other Improvement RCN:	65,140
Eco Adj:	100
Other Improvement Value:	19,950

AG LAND SUMMARY	
Dry Land Acres:	126.30
Irrigated Acres:	0.00
Native Grass Acres:	69.40
Tame Grass Acres:	19.60
Total Ag Acres:	215.30
Total Ag Use Value:	72,470
Total Ag Mkt Value:	1,444,800

OTHER BUILDING IMPROVEMENTS																					
No.	Occupancy	MSCIs	Rank	Qty	Yr Bilt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	124-Lean-to, Farm Utility	D	1.00	1	1920			440	102	8	40 X 11	1	2	3				A	5,410	30	1,620
2	477-Farm Utility Building	D	1.00	1	1920			2,080	184	10	40 X 52	1	2	3				A	27,390	30	8,220
3	456-Tool Shed	D	1.00	1	1920			2,088	188	8	36 X 58	1	2	3				A	24,100	30	7,230
4	456-Tool Shed	D	2.00	1	1940			500		8	50 X 10	1.00	3					A	8,240	35	2,880

OTHER BUILDING IMPROVEMENT COMPONENTS					
No.	Code	Units	Pct	Size	Other Rank Year
1	910-Single -Wall-Boards on Wood		100		
2	910-Single -Wall-Boards on Wood		100		
3	910-Single -Wall-Boards on Wood		100		

(LBOR Approved 04.07.2021)

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:

781 North 200 IN THE CITY OF Baldwin City
 COUNTY OF Douglas, STATE OF KANSAS.

Optional: Seller(s) Name(s) and Marital Status for each Seller, ASP (a single person), AMP (a married person), AMC (a married couple)

SELLER IS IS NOT currently occupying the property. SELLER has owned property since: _____

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	Included			N/A - Not Included
	Working	Not Working	Do Not Know if Working	
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 type="checkbox"/>
2. Clothes Dryer..... <input type="checkbox"/> Gas <input type="checkbox"/> Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Clothes Washer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dishwasher.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Disposal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Freezer – Free Standing.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Refrigerator.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Microwave Oven..... <input type="checkbox"/> Built in <input type="checkbox"/> Free Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Wall Oven..... <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Cook Top..... <input type="checkbox"/> Gas <input type="checkbox"/> Electric	<input 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 type="checkbox"/>
12. Range Ventilation System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Trash Compactor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Exterior Grill – Built in.....	<input 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 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:

SELLER initial/Date PSB 1/21/25
 SELLER initial/Date _____



BUYER initial/Date _____
 BUYER initial/Date _____

SECTION B – ELECTRICAL SYSTEMS

Working	Included Not Working	Do Not Know if Working	N/A - Not Included
---------	-------------------------	---------------------------	-----------------------

1. Electrical Service Panel.....
Capacity: _____ AMPS (helpful hint – see main breaker panel)
 Circuit Breakers Fuses
2. Type of Electrical Wiring: Copper Aluminum Unknown
3. 220 Volt Service (i.e., stove, a/c, dryer).....
4. Cable TV wiring & Jacks: Number of Jacks _____
5. Telephone Wiring & Jacks: Number of Jacks _____
6. Ceiling Fans: Number of Ceiling Fans _____
7. Doorbell.....
8. Electrical Outlets & Switches.....
9. Bathroom Vent Fan(s).....
10. Light Fixtures.....
11. Intercom System – Built-in.....
12. Sound System – Built-in.....
 Speakers –Built-in; Wiring – Built-in.....
13. High Speed Internet Wiring.....
 Cable DSL Satellite Other
Number of Jacks: _____
14. Security System (Pre-Wired Only).....
15. Smoke/Fire Alarm.....
Number of Smoke/Fire/Heat Detectors: _____
16. Sauna (Steam Dry).....
17. Garage Door Opener(s): Number of Remotes _____
Garage Door Keyless Entry.....
18. Other: _____

Comments/Explanations from Section B:

SECTION C – HVAC SYSTEMS

Working	Included Not Working	Do Not Know if Working	N/A - Not Included
---------	-------------------------	---------------------------	-----------------------

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

Comments/Explanations from Section C:

SELLER initial/Date
SELLER initial/Date



BUYER initial/Date
BUYER initial/Date

SECTION D – WATER SYSTEMS

Working	Included Not Working	Do Not Know if Working	N/A - Not Included
---------	-------------------------	---------------------------	-----------------------

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

Comments/Explanations from Section D:

SECTION E – STRUCTURAL CONDITIONS

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

SELLER initial/Date BB 1/24/14
 SELLER initial/Date



BUYER initial/Date
 BUYER initial/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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Have you ever had a leak from any plumbing line/fixture or appliance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Have you had the property inspected for the existence of any types of mold?	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

	Yes	No	Unknown
1. Any Covenants and Restrictions or other deed restrictions or obligations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have a copy of a property survey.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Any lot-line disputes or other unusual claims against the real property.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Any encroachments.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Any zoning violations.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Any non-conforming uses of property.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Any violations of "set back" requirements.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Easements other than normal utility easements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Any planned road or street expansions or improvements adjacent to the property.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Any notices from any governmental, or quasi-governmental agency (HOA) affecting this real property.....	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>

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

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

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

SELLER initial/Date Bb 1/21/15

SELLER initial/Date _____



BUYER initial/Date _____

BUYER initial/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 type="checkbox"/> | <input type="checkbox"/> |
| 13. Any lawsuits against the SELLER threatening, or affecting, this real property..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Any Home Owners Association (HOA) which has authority over the real property..... | <input type="checkbox"/> | <input 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 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 type="checkbox"/> | <input type="checkbox"/> |
| 17. Any problems related to any common area..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

- | | Yes | No | Unknown |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Current zoning is _____ | | | |
| 2. Is any portion of the property in a flood plain..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is flood insurance required..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, is there a certificate of elevation..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the real property in a Wetlands area..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any flooding, drainage, or grading problems..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Any room additions, structural modifications, or other alterations without: | | | |
| Necessary permits..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Licensed contractors..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are any trees or shrubs diseased or dead..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is there located on the real property any of the following, active or inactive: | | | |
| a. Septic System..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Lagoon..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Well..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Cistern..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Is this a rental property..... | <input type="checkbox"/> | <input 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 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.

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

Comments/Explanations from Section I:

SELLER initial/Date BB 1/21/14
 SELLER initial/Date _____



BUYER initial/Date _____
 BUYER initial/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 as trustee, have never occupied the property

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

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

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

Bryan Butell, Trustee
Print SELLER NAME and Title (if Applicable)

B Butell 1/21/25
SELLER'S Signature Date

Print SELLER NAME and Title (if Applicable)

SELLER'S Signature Date

SELLER initial/Date BB 1/21/25

SELLER initial/Date



BUYER initial/Date

BUYER initial/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.

Print BUYER NAME and Title (if Applicable)

BUYER Signature Date

Print BUYER NAME and Title (if Applicable)

BUYER Signature Date

SELLER initial/Date **BS 1/21/25**
SELLER initial/Date



BUYER initial/Date
BUYER initial/Date

TRACT #2 • Preliminary Title



First American Title™

PRELIMINARY Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Eland Title Company LLC
Issuing Office: 816 Ames Street, Baldwin City, KS 66006
Issuing Office's ALTA® Registry ID: 1134058
Loan ID No.:
Commitment No.: 250118B-1
Issuing Office File No.: 250118B
Property Address: 781 N 200 Road, Baldwin City, KS 66006

SCHEDULE A

1. Commitment Date: January 23, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
Proposed Insured: **To Be Determined**
Proposed Amount of Insurance: **\$TBD**
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
Proposed Insured: **To Be Determined**
Proposed Amount of Insurance: **\$TBD**
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Ruth D Stoebener, Trustee of the Stoebener Family Trust
5. The Land is described as follows:
The Northeast 1/4 and the North 60 Acres of the Southeast 1/4 of Section Twelve (12), Township Fifteen (15), Range Eighteen (18), in Douglas County, Kansas.

Date: January 30, 2025
Eland Title Company, LLC

Paulette R. Ogilvie, Authorized Signor

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.





SCHEDULE B, PART I - REQUIREMENTS

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. (Documents to be listed here)

Per the Customer's Request, this is a "Preliminary Report". If a policy is requested, we reserve the right to make additional requirements and/or exceptions.

5. It is our understanding that Ruth D Stoebener, one of the joint tenant owners of the subject property is deceased. We, therefore require that a certified copy of the death certificate be obtained and filed with the Douglas County, Kansas Register of Deeds, as to Her death.
6. Furnish for our file a copy of the Stoebener Family Trust, and any amendments thereto. In lieu of a copy of the Trust, the attached Certification of Trust may be completed by the Trustee. Our office reserves the right to require copies of the pertinent provisions of the trust document.
7. Trustee's Deed from _____, Successor Trustee of The Stoebener Family Trust, conveying property to the proposed insured.
8. Sign and deliver to Eland Title Company, LLC a fully executed Affidavit by Seller prior to the issuance of the final title binder.
9. For Information Only: 2024 Real Estate Taxes in the amount of \$5,421.71 are First Half Paid. Tax ID Number: 600503A and Quick Ref ID: R39086. Address: 781 N 200 Road, Baldwin City, KS 66006

**Eland Title Company LLC
1420 Wakarusa Drive, Suite 201
Lawrence, KS 66049
Ph: 785-841-0505**

For Questions regarding TITLE, please contact: Paulette Ogilvie, email address: paulette@elandtitleco.com

For Questions regarding CLOSING, please contact: Meika Nash, email address: meika@elandtitleco.com

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights except in (a) or (b) appear in the Public Records or are shown in Schedule B.
8. Real Estate taxes for second half 2024 and subsequent years.
9. That part of the subject premises lying within private or public roadways.
10. Easement in favor of Kansas City Power Light Company, as more fully described in the instrument recorded in Book 156 at page 354.
11. Permanent and Temporary Water Pipeline Easement in favor of United States of America, as more fully described in the instrument recorded in Book 210 at page 407.
12. Easement in favor of United Telephone Company of Kansas Inc, as more fully described in the instrument recorded in Book 258 at page 266.
13. Easement in favor of Douglas County, Kansas, as more fully described in the instrument recorded in Book 313 at page 720.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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: 781 North 200 Road, Baldwin City, KS 66006

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

BT (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.

BT (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!**

WJK (Initial) (f) Agent has informed the SELLER of 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: B. H. Hest, Trustee

BUYER: _____

SELLER: _____

BUYER: _____

LISTING AGENT: W. H. Hest

SELLING AGENT: _____

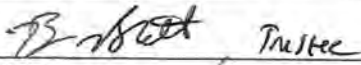
"AS IS" ATTACHMENT TO SALES CONTRACT

SELLER(s): Bryan Butell, Trustee of the Stoebener Family Trust

BUYER(s): _____

ADDRESS: 781 North 200 Rd, Baldwin City, KS 66006

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

 SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE



Lawrence Board of Realtors® (6-22-09)



INSPECTION WAIVER

It is understood and agreed that Buyer hereby waives the following inspections for the property located at:
781 North 200 Road, Baldwin City, KS 66006

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

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

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

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

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

_____	_____
Buyer	Buyer
Date: _____	Date: _____

Received by Sellers Agent/Representative: _____
Signature Date

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

Buyers Initials: _____
Buyers Initials: _____

BUYING OR SELLING

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

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

REAL ESTATE BROKERAGE RELATIONSHIPS



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



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

**EQUAL HOUSING
OPPORTUNITY**

October 1997

SELLER'S AGENT

or

DESIGNATED SELLER'S AGENT

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

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

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

The SELLER'S Agent has no duty to:

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

Buyer/Seller

Buyer/Seller

Agent

BUYER'S AGENT

or

DESIGNATED BUYER'S AGENT

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

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

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

The BUYER'S Agent has no duty to:

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

STATEMENT OF REPRESENTATION

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

TRANSACTION BROKER

for

RESIDENTIAL TRANSACTIONS

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

The Transaction Broker is responsible for performing the following duties:

- protecting the confidences of both parties, including the following information:
 - the fact that a BUYER is willing to pay more
 - the fact that a SELLER is willing to accept less
 - factors that are motivating any party
 - the fact that a party will agree to different financing terms
 - any information or personal confidences about a party that might place the other party at an advantage
 - exercising reasonable skill and care
 - presenting all offers in a timely manner
 - advising the parties regarding the transaction
 - suggesting that the parties obtain expert advice
 - accounting for all money and property received
 - keeping the parties fully informed
 - assisting the parties in closing the transaction
 - disclosing to the BUYER all adverse material facts actually known by the Transaction Broker, including:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the SELLER'S ability to complete the contract
 - disclosing to the SELLER all adverse material facts actually known by the Transaction Broker, including all material facts concerning the BUYER'S financial ability to perform the terms of the transaction
- The Transaction Broker has no duty to:
- conduct an independent inspection of the property for the benefit of any party
 - conduct an independent investigation of the BUYER'S financial condition
 - independently verify the accuracy or completeness of statements made by the SELLER, BUYER, or any qualified third party