AUCTION PROPERTY INFORMATION



19703 W 100th Terrace Lenexa, Kansas 66220



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WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 100 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com (for Traditional Real Estate Sales).

Thanks again for your attendance,

R. Shawn Terrel, CAI, AARE Owner / Broker / Auctioneer

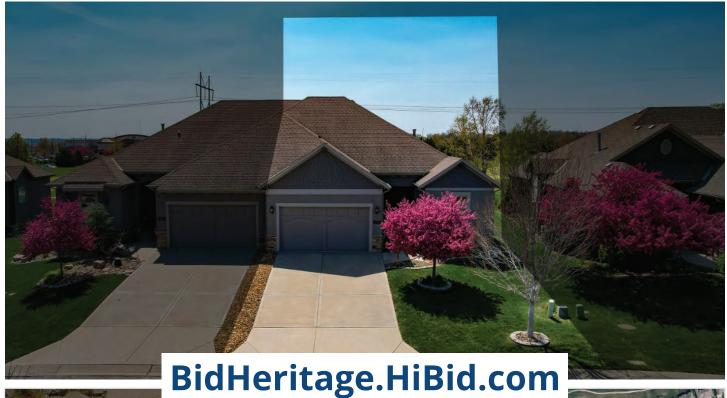
UNITED COUNTRY®

 $in\ Kansas\ City\ since\ 1925$

Online Only Bidding

19703 W 100th Terr. Lenexa, KS 66220

Home Et Estate Auction







Lenexa, Kansas

Maintenence Provided Villa

On Golf Course

Personal Property Auction

High Demand Area

Beautiful maintenance provided Villa on the golf course at Falcon Valley Golf Course. Home is only 10 years old, GREAT condition and in high demand. Being offered at online auction, in addition to the personal assets.

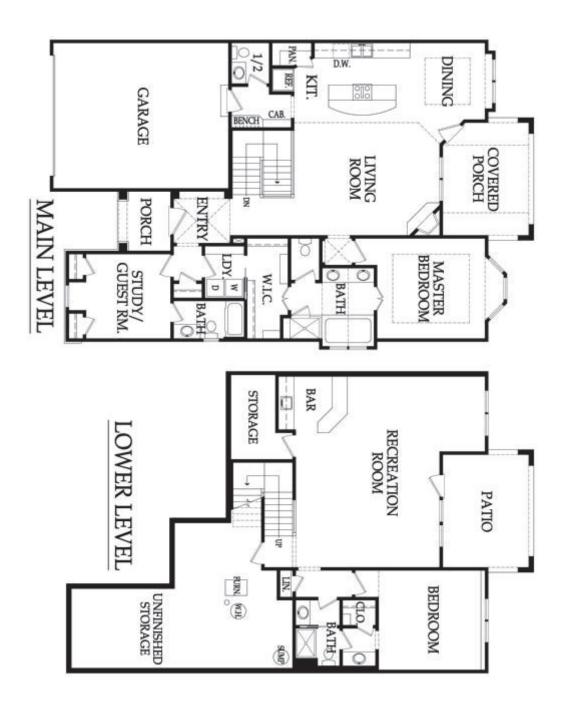
Heritage Brokers & Auctioneers

Bidding Ends: May 27th at 6pm

Shawn Terrel
Auctioneer

Office: 877-318-0438





Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- · accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- · exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- · accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

	Heritage Brokers & Auctioneers
Licensee	Real estate company name approved by the commission
Richard Shawn Terrel	
Supervising/branch broker	Buyer/Seller Acknowledgement (not required)



Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SE
FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I ______ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction: 19703 W. 100th Terrace, Lenexa, KS 66220

Legal Description:

PART OF LOT 5, FALCON VALLEY VILLAGE, A SUBDIVISION IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS. Full legal description to be provided by Title Company.

Online Auction Dates:

- o Online Bidding Opens on Tuesday, April 29th, 2025 at 6:00 pm (CT)
- o Online Bidding Closes on Tuesday, May 27th, 2025 at 6:00 pm (CT)

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) Bidding Registration: Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact Lucinda Terrel at (816) 420-6257 or by email at lucinda@buyheritage.com. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below.
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the advertised Property Preview dates (see below) or by contacting the auction company at (877) 318-0438.

PREVIEW DATES:

- Saturday, May 10th @ 1:00pm
- Saturday, May 17th @ 1:00pm

- Buyer's Premium: A Ten Percent (10%) Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. Example: (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 6) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S. Funds only.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Seller. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auctioneer, no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, or scanned and emailed. A sample purchase contract is available for Bidder to review prior to bidding in the auction.
- 8) **Down Payment:** A <u>Ten Percent (10%)</u> non-refundable down payment based on the total contract purchase price (which includes the buyer's premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) Closing: Closing shall be on or by Friday, June 27th, 2025. Closing shall take place at Security 1st Title Company, 10592 S. Ridgeview Rd., Olathe, KS 66061. Closer is Heather Hinshaw, email is hhinshaw@security1st.com, phone number is 913-732-4937. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) Easements: The sale of the property is subject to any and all easements of record.
- 11) Minerals: The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** The property is legally described, and no survey is being provided by the seller. If the buyer desires a survey, it shall be at the buyer sole expense.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title Insurance:** Owner's Title Insurance Policy in the full amount of the purchase price will be provided by the Seller. Buyer shall be responsible for a Lender's Title Insurance Policy (if any). Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 16) Online Auction Technology (Disclaimer): Under no circumstances shall Bidder have any kind of claim against United Country Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers should meet the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offers at their sole and absolute discretion. All pre-auction offers should allow a minimum of 24 hours for seller's acceptance.

Signature and Information to Follow



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

	R: Blanche Kearney, Darryl Johnson POA & Janie Travelstead	POA		
PROPI	RTY: _19703 W. 100th Terrace, Lenexa, KS 66220			
1. NC	TICE TO SELLER.			
	complete and accurate as possible when answering the questions in this discl			
	s insufficient for all applicable comments. SELLER understands that the law re			
	known to SELLER, in the Property to prospective Buyer(s) and that failure t			
	nages. Non-occupant SELLERS are not relieved of this obligation. This dis			
assist	SELLER in making these disclosures. Licensee(s), prospective buyers and buy	yers will re	ely on this infor	mation.
2 NC	TICE TO BUYER.			
	a disclosure of SELLER'S knowledge of the Property as of the date signed by	v SELLER	and is not a s	ubstitut
	inspections or warranties that BUYER may wish to obtain. It is not a warra			
	y or representation by the Broker(s) or their licensees.		,	
3. 00	CUPANCY.	./1		
Approx	mate age of Property? How long have you owned? ELLER currently occupy the Property? how long has it been since SELLER occupied the Property?	NIM		
Does S	ELLER currently occupy the Property?		Yes[NO
IT NO,	now long has it been since SELLER occupied the Property?	years/mon	itns	
4. 14	ND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAN	ID ATTA	CH SELLEDIS	LAND
4.	CLOSURE ALSO.) ARE YOU AWARE OF:	ND, ATTA	CH SELLER S	LAND
2	Any fill or expansive soil on the Property?		Ves	T Not
h.	Any sliding, settling, earth movement, upheaval or earth stability problems		100	
ы.	on the Property?		Yes	No
C.	The Property or any portion thereof being located in a flood zone, wetlands			_ 140_
٠.	area or proposed to be located in such as designated by FEMA which			
	requires flood insurance?	Lactions	Yes	No
d.	Any drainage or flood problems on the Property or adjacent properties?		Yes	No
	Any flood insurance premiums that you pay?			
f.	Any need for flood insurance on the Property?			
g.	Any boundaries of the Property being marked in any way?		Yes	No
h.	The Property having had a stake survey?		Yes	No
i.	Any encroachments, boundary line disputes, or non-utility easements affecting the Property?			
	Any fencing on the Property?		Vos	
J.	If "Yes" does fencing belong to the Property?		N/A Ves	
k	If "Yes", does fencing belong to the Property?		Vest	J No
L	Any gas/oil wells, lines or storage facilities on Property or adjacent property?	_	Yes	No
	Any oil/gas leases, mineral, or water rights tied to the Property?		Yes	No
m.	, and an agree terrest, thinter and at the same to short report, thintenantin		\	
m.				
	ny of the answers in this section are "Yes", explain in detail or attach oth	er docum	nentation:	
	ny of the answers in this section are "Yes", explain in detail or attach oth	ner docum	nentation: _	
	ny of the answers in this section are "Yes", explain in detail or attach oth	ner docum	nentation:	=

. R		
a.	Approximate Age: 10 years Unknown Type: A SPhALT Have there been any problems with the roof, flashing or rain gutters?	4
Th:	Have there been any problems with the roof, flashing or rain gutters?	Yes No
	If "Yes", what was the date of the occurrence? Have there been any repairs to the roof, flashing or rain gutters?	
C.	Have there been any repairs to the roof, flashing or rain gutters?	Yes No
	Date of and company performing such repairs	
d.	Has there been any roof replacement?	Yes∐ No
	If "Yes", was it: ☐ Complete or ☐ Partial	
e,	What is the number of layers currently in place?layers or _ Unknown.	
	any of the answers in this section are "Yes", explain in detail or attach all warranty info	
-		
- A	EESTATION. ARE YOU AWARE OF:	
	Any termites, wood destroying insects, or other pests on the Property?	Yes□ No
	Any damage to the Property by termites, wood destroying insects or other	100 110
	pests?	Ves No
	Any termite, wood destroying insects or other pest control treatments on the	169 110
C.	Property in the last five (5) years?	Voc No
	If "Vee" list company when and where treated	res 140
-1	If "Yes", list company, when and where treated Any current warranty, bait stations or other treatment coverage by a licensed	
a.	Any current warranty, balt stations or other treatment coverage by a licensed	V N-
	pest control company on the Property?	Yes∐ No
	If "Yes", the annual cost of service renewal is \$ and the time	
	remaining on the service contract is (Check one) ☐ The treatment system stays with the Property or ☐ the treatment system is	
	(Check one) \(\) The treatment system stays with the Property or \(\) the treatment system is subject to removal by the treatment company if annual service fee is not paid.	
	any of the answers in this section are "Yes", explain in detail or attach all warranty infor	
	any of the answers in this section are "Yes", explain in detail or attach all warranty infor ocumentation:	
de	ocumentation:	
do	TRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.	
do - - ST Al	RUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.	
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Al a. b. c. d. e.	RUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. RE YOU AWARE OF: Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Any corrective action taken including, but not limited to piering or bracing? Any water leakage or dampness in the house, crawl space or basement? Any dry rot, wood rot or similar conditions on the wood of the Property?	Yes No
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dd Ala. Ala. b. c. d. e. f. g. h. i.	RUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. REYOU AWARE OF: Any meyement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Any corrective action taken including, but not limited to piering or bracing? Any water leakage or dampness in the house, crawl space or basement? Any dry rot, wood rot or similar conditions on the wood of the Property? Any problems with driveways, patios, decks, fences or retaining walls on the Property? Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? Date of any repairs, inspection(s) or cleaning? Date of last use? Does the Property have a sump pump? If "Yes", location: Any repairs or other attempts to control the cause or effect of any problem described above? any of the answers in this section are "Yes", explain in detail or attach all warranty inform	Yes NoYes No
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b. If "Yes", were all necessary permits and approvals obtained, and was all-work in compliance with building codes? If "No", explain in detail: PLUMBING RELATED ITEMS.	b. If "Yes", were all necessary permits and approvals obtained, and was all-work in compliance with building codes? If "No", explain in detail: PLUMBING RELATED ITEMS. a. What is the drinking water source? Public Private Well Cistern If well water, state type depth diameter age b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? c. Is there a water softener on/the Property? Yes If "Yes", is it: Leased Owned? d. Is there a water purifier system? Yes If "Yes", is it: Leased Owned? e. What type of sewage system serves the Property? Public Sewer Private Sewer Septic System Cesspool Lagoon Other f. The location of the sewer line clean out trap is: N/A Yes If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? By whom? j. Is there a sprinkler system? Yes If "No", explain in detail: k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes If "No", explain in detail: k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes If "No", explain in detail: k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes If yee of plumbing material currently used in the Property: Yes If the output The location of the main water shut-off is: m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes If your answer to (k) in this section is "Yes", explain in detail or attach available		the Property?
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a. What is the drinking water source?	PLUMBING RELATED ITEMS. a. What is the drinking water source?		If "No" explain in detail:
If well water, state type	If well water, state type		II No , explain in detail.
If well water, state type	If well water, state type		
If well water, state type	If well water, state type). P	LUMBING RELATED ITEMS. What is the dripking water course? If Public Private Well Cictors
b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? c. Is there a water softener on/the Property? If "Yes", is it:	b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? c. Is there a water softener on/the Property? If "Yes", is it: Leased/ Owned? d. Is there a water purifier system?	a.	If well water state type denth
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e. What type of sewage system serves the Property? Public Sewer Private Sewer Septic System Cesspool Lagoon Other	e. What type of sewage system serves the Property? Public Sewer Private Sewer Septic System Cesspool Lagoon Other	-	If "Yes", is it: \(\int\) Leased \(\int\) Owned?
Septic System ☐ Cesspool ☐ Lagoon ☐ Other ☐ f. The location of the sewer line clean out trap is: g. Is there a sewage pump on the septic system?	Septic System ☐ Cesspool ☐ Lagoon ☐ Other ☐ f. The location of the sewer line clean out trap is: ☐ g. Is there a sewage pump on the septic system?	e.	What type of sewage system serves the Property? Public Sewer Private Sewer
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system last serviced?By whom?	system last serviced? By whom?	h.	
system last serviced?By whom?	system last serviced? By whom?	i.	If there is a privately owned system, when was the septic tank, cesspool, or sewage
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Does sprinkler system cover full yard and landscaped areas?	Does sprinkler system cover full yard and landscaped areas?	j.	Is there a sprinkler system?
plumbing, water, and sewage related systems?	plumbing, water, and sewage related systems?		Does sprinkler system cover full yard and landscaped areas?
plumbing, water, and sewage related systems?	plumbing, water, and sewage related systems?		If "No", explain in detail:
I. Type of plumbing material currently used in the Property: ☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other ☐ IEN KNOWN The location of the main water shut-off is: m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A☐ Yes[If your answer to (k) in this section is "Yes", explain in detail or attach available	I. Type of plumbing material currently used in the Property: ☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other ☐ ICH KNOWN The location of the main water shut-off is: m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A☐ Yes☐ If your answer to (k) in this section is "Yes", explain in detail or attach available	k.	Are you aware of any leaks, backups, or other problems relating to any of the,
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m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes[If your answer to (k) in this section is "Yes", explain in detail or attach available	m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool?		
sewer or pool?	sewer or pool?		
If your answer to (k) in this section is "Yes", explain in detail or attach available	If your answer to (k) in this section is "Yes", explain in detail or attach available	m	. Is there a back flow prevention device on the lawn sprinkling system,
			sewer or pool?N/AL] YesL
		If	your answer to (k) in this section is "Ves" explain in detail or attach available
		- Cit	out the first of t

Initials

SELLER SELLER

Initials

BUYER BUYER

		ATING AND AIR CONDITIONING.	_/
	a.	Does the Property have air conditioning?	Yes
		☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)	
		Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom	<u>n?</u> .
		1.	-
		2. Does the Property have heating systems?	/
	b.	Does the Property have heating systems?	Yes
		☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane	
		Fuel Tank Other	
		Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom	<u>n?</u>
		1	
		2. Are there rooms without heat or air conditioning?	¬. ¬
	c.		
		15 "V/a-a"hish mann/a/2	
	-1	If "Yes", which room(s)?	Voc
	u.	□ Electric □ Gas □ Solar □ Tankless	165
		Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By WI	hom?
			HOIT!
		1.	_
	0	2. Are you aware of any problems regarding these items?	Yes
	e.	If "Yes", explain in detail:	163
			-
11	FI	ECTRICAL SYSTEM.	
		Type of material used: Copper Aluminum Unknown	
		Type of electrical panel(s): Breaker Fuse	
	ы.	Location of electrical panel(s):	
		Size of electrical panel (total amps), if known:	
	C	Size of electrical panel (total amps), if known: Are you aware of any problem with the electrical system?	Yes
	U.	If "Yes", explain in detail:	100
		The foot forthal marketing	
12.	HA	ZARDOUS CONDITIONS. ARE YOU AWARE OF: UNKNOWN	
	a.	Any underground tanks on the Property?	. Yes
		Any landfill on the Property?	
		Any toxic substances on the Property, (e.g. tires, batteries, etc.)?	
		Any testing for any of the above-listed items on the Property?	
		Any professional testing/mitigation for radon on the Property?	
	f.	Any professional testing/mitigation for mold on the Property?	
		Any other environmental issues?	
	b.	Any methamphetamine or controlled substances ever being	
	11.	used or manufactured on the Property?	Yes TI
		(In Missouri, a separate disclosure is required if methamphetamine or	. 1031
		other controlled substances have been present on or in the Property.)	
		other controlled substances have been present on or in the Property.	
	16	any of the answers in this section are "Yes", explain in detail or attach test res	ulto and
			uits and
	uot	cumentation:	
	-		-
0		Initials Initials	

		IGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION.) ARE Y	OU AWARE OF:
	a.	Any current/pending bonds, assessments, or special taxes that	V
		apply to Property?	Yes∐ No
		If "Yes", what is the amount? \$	
	b.	If "Yes", what is the amount? \$ Any condition or proposed change in your neighborhood or surrounding	
		area or having received any notice of such?	Yes No
	C.	Any defect, damage, proposed change or problem with any	
		common elements or common areas?	Yes□ No
	d	Any condition or claim which may result in any change to assessments or feet	s? Yes□ No
	۵.	Any streets that are privately owned?	Vec No
	e.	Any streets that are privately owned?	res_ ive
	T.	The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission?	
		requires any alterations or improvements to the Property be approved by a	
		board or commission?	Yes No
	g.	The Property being subject to tax abatement?	Yes No
	h.	The Property being subject to a right of first refusal?	Yes No
		If "Yes", number of days required for notice:	
	i.	The Property being subject to covenants conditions and restrictions of a	/
		Homeowner's Association or subdivision restrictions?	Yes No
	:	Any violations of such covenants and restrictions?	N/A Voc No
	1.		IN/ALL TESLINO
	K.	The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold?	ALVA CONTRACT AND
		initiation fee when the Property is sold?	N/ALI YesLI No
		If "Yes", what is the amount? \$ unknown	
	Ho	meowner's Association dues are paid in full until in	the amount of \$
	pay	meowner's Association dues are paid in full until in yableyearlysemi-annuallymonthlyquarterly, sent to	and
	inc	ludes:	
	Ho	menumer's Association/Management Company contact name, phone number	website or email address:
	If	any of the answers in this section are "Yes" (except h and k), ex	splain in detail or attach
	lf do	any of the answers in this section are "Yes" (except h and k), excumentation: <u>SEIJER RERESENTATIVE</u> IS AWARE	plain in detail or attach
	lf do	any of the answers in this section are "Yes" (except h and k), excumentation: <u>SEIJER RERESENTATIVE</u> IS AWARE	plain in detail or attach
14.	-	EVIOUS INSPECTION REPORTS.	
14.	-	EVIOUS INSPECTION REPORTS.	
14.	-	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	
14.	-	EVIOUS INSPECTION REPORTS.	
	PR	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	
	PR OT	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: WARNOWN	
	PR OT	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: WIKNOWN Any of the following?	Yes⊡ No
	PR OT	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: WARNOWN	Yes⊡ No
	PR OT a.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	Yes□ No
	PR OT a. b.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	Yes□ No
	PR OT a. b. c.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than medgage(s)/deeds of trust currently on the Property?	Yes□ No Yes□ No Yes□ No Yes□ No Yes□ No
	PR OT a. b. c. d.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than mertgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property?	Yes□ No Yes□ No Yes□ No Yes□ No Yes□ No
	PR OT a. b. c. d.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than metgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value	Yes No
	PROTA. b. c. d. e.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than metgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value or desirability of the Property?	Yes No
	PROTA. b. c. d. e.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than metgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value or desirability of the Property?	Yes No
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	PR OT a. b. c. d. e. f.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than metgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value or desirability of the Property? Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property?	Yes☐ No
	PR OT a. b. c. d. e. f. g.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than mettgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value or desirability of the Property? Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Any general stains or pet stains to the carpet, the flooring or sub-flooring?	Yes No
	PR OT a. b. c. d. e. f.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than mettgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value or desirability of the Property? Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Any general stains or pet stains to the carpet, the flooring or sub-flooring? Missing keys for any exterior doors, including garage doors to the Property?	Yes No
	PR OT a. b. c. d. e. f. g.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than mettgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value or desirability of the Property? Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Any general stains or pet stains to the carpet, the flooring or sub-flooring? Missing keys for any exterior doors, including garage doors to the Property? List locks without keys	Yes No
	PR OT a. b. c. d. e. f. g.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than mettgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value or desirability of the Property? Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Any general stains or pet stains to the carpet, the flooring or sub-flooring? Missing keys for any exterior doors, including garage doors to the Property? List locks without keys Any violations of zoning, setbacks or restrictions, or non-conforming uses?	Yes No
	PR OT a. b. c. d. e. f. g. h.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	Yes No Yes No
	PR OT a. b. c. d. e. f. g. h. i. j.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	Yes No
	PR OT a. b. c. d. e. f. g. h. i. j.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	Yes No
	PR OT a. b. c. d. e. f. g. h. i.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months? If "Yes", a copy of inspection report(s) are available upon request. HER MATTERS. ARE YOU AWARE OF: CONKNOWN Any of the following? Party walls Common areas Easement Driveways. Any fire damage to the Property? Any liens, other than mettgage(s)/deeds of trust currently on the Property? Any violations of laws or regulations affecting the Property? Any other conditions that may materially affect the value or desirability of the Property? Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Any general stains or pet stains to the carpet, the flooring or sub-flooring? Missing keys for any exterior doors, including garage doors to the Property? List locks without keys Any violations of zoning, setbacks or restrictions, or non-conforming uses?	Yes No
	PR OT a. b. c. d. e. f. g. h. i. j.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	Yes No
	PR OT a. b. c. d. e. f. g. h. i. j.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	Yes No
	PR OT a. b. c. d. e. f. g. h. i. j.	EVIOUS INSPECTION REPORTS. Has Property been inspected in the last twelve (12) months?	Yes No

	m. Any litigation or settlement per		Yes□ N Yes□ N
	n. Any added insulation since you		Yes□ N
		es that remain with the Property in the	
	nast five (5) years?	so that formati with the Froperty in the	Yes□ N
	n Any transferable warranties on	the Property or any of its	
	components?	The Property of any of its	Yes N
	a Having made any insurance of	other claims pertaining to the Prope	rtv
	in the past five (5) years?	other claims pertaining to the Proper	rty Yes□ N N/A□Yes□ N
	If "Vee" were repairs from clai	m(s) completed?	NVA-Ves N
	Any use of synthetic stucce on	the Property?	Yes A
			UNKNOWN
	any of the answers in this sec	non are res , explain in detail	announ
16.	UTILITIES. Identify the name and	phone number for utilities listed below	w.
	Electric Company Name:	OCO WATER P	none #
	Gas Company Name:	PI	hone #
			hone #
	Water Company Name: 30	CO WATER	
	Water Company Name: 36 Trash Company Name: ?	PI PI	hone #
	Other:	P	hone #
	Other: Ot	PPLIANCES (FILL IN ALL BLANKS) e Contract, including this paragraph ("Seller's Disclosure"), not the MLS if the Property. Items listed in the Contract supersede the Seller's Discl Additional Inclusions" or "Exclusions	thone #
	Other: Other: Other: Other: Other: Other: FIXTURES, EQUIPMENT AND AF The Residential Real Estate Sale Condition of Property Addendum what is included in the sale of Subparagraphs 1a and 1b of the Co of the Contract. If there are no " printed list govern what is or is not the Paragraph 1 list, the Seller's "Additional Inclusions" and/or the " (if any) and appurtenances, fixtur nailed, bolted, screwed, glued or co	PPLIANCES (FILL IN ALL BLANKS), e Contract, including this paragraph ("Seller's Disclosure"), not the MLS is the Property. Items listed in the Contract supersede the Seller's Disclosure Additional Inclusions" or "Exclusions included in this sale. If there are diffus Disclosure governs. Unless mode Exclusions" in Paragraph 1a and/or ses and equipment (which seller agrees)	thone #
	Other: Other: Other: Other: FIXTURES, EQUIPMENT AND AF The Residential Real Estate Sale Condition of Property Addendum what is included in the sale of Subparagraphs 1a and 1b of the C of the Contract. If there are no " printed list govern what is or is not the Paragraph 1 list, the Seller's "Additional Inclusions" and/or the " (if any) and appurtenances, fixtur nailed, bolted, screwed, glued or c including, but not limited to:	PPLIANCES (FILL IN ALL BLANKS), e Contract, including this paragraph ("Seller's Disclosure"), not the MLS the Property. Items listed in the Contract supersede the Seller's Disclosure are diffusional Inclusions" or "Exclusions included in this sale. If there are diffusions possible in Paragraph 1a and/or ses and equipment (which seller agritherwise permanently attached to Property in Paragraph 2 and 14 and 15 and 15 and 16 and	hone #
	Other: Other: Other: Other: Other: FIXTURES, EQUIPMENT AND AF The Residential Real Estate Sale Condition of Property Addendum what is included in the sale of Subparagraphs 1a and 1b of the C of the Contract. If there are no " printed list govern what is or is not the Paragraph 1 list, the Seller's "Additional Inclusions" and/or the " (if any) and appurtenances, fixtur nailed, bolted, screwed, glued or of including, but not limited to: Bathroom mirrors	PPLIANCES (FILL IN ALL BLANKS), e Contract, including this paragraph ("Seller's Disclosure"), not the MLS the Property. Items listed in the Contract supersede the Seller's Disclosure diditional Inclusions" or "Exclusions included in this sale. If there are diffusional supersedered in the Exclusions of Exclusions in Paragraph 1a and/or set and equipment (which seller agree therewise permanently attached to Problems and light fixtures	hone #
	Other: Other: Other: Other: The Residential Real Estate Sale Condition of Property Addendum what is included in the sale of Subparagraphs 1a and 1b of the Cof the Contract. If there are no "printed list govern what is or is not the Paragraph 1 list, the Seller's "Additional Inclusions" and/or the "(if any) and appurtenances, fixturnailed, bolted, screwed, glued or cincluding, but not limited to: Bathroom mirrors Fences	PPLIANCES (FILL IN ALL BLANKS) e Contract, including this paragraph ("Seller's Disclosure"), not the MLS is the Property. Items listed in the Contract supersede the Seller's Discl Additional Inclusions" or "Exclusions included in this sale. If there are diffus is Disclosure governs. Unless mod Exclusions" in Paragraph 1a and/or a es and equipment (which seller agree) therwise permanently attached to Present the property of the	thone #
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	Other: Other: Other: Other: The Residential Real Estate Sale Condition of Property Addendum what is included in the sale of Subparagraphs 1a and 1b of the Cof the Contract. If there are no "printed list govern what is or is not the Paragraph 1 list, the Seller's "Additional Inclusions" and/or the "(if any) and appurtenances, fixturnailed, bolted, screwed, glued or cincluding, but not limited to: Bathroom mirrors Fences	PPLIANCES (FILL IN ALL BLANKS) e Contract, including this paragraph ("Seller's Disclosure"), not the MLS is the Property. Items listed in the Contract supersede the Seller's Discl Additional Inclusions" or "Exclusions included in this sale. If there are diffus is Disclosure governs. Unless mod Exclusions" in Paragraph 1a and/or a es and equipment (which seller agree) therwise permanently attached to Present the property of the	thone #

294	Fill in all blanks using one of the abbreviations listed be	
295	"OS" = Operating and Staying with the Property (an	y item that is performing its intended function).
296	"EX" = Staying with the Property but Excluded from	Mechanical Repairs; cannot be an Unacceptable
297	Condition.	
298	"NA" = Not applicable (any item not present).	
299	"NS" = Not staying with the Property (item should be	e identified as "NS" below.)
300		
301	- a	
302	MAAir Conditioning Window Units, #_/	<u>റട്</u> Laundry - Washer
303	65 Air Conditioning Central System	os Laundry - Dryer
304	Attic Fan	ElecGas
305	2.5 Ceiling Fan(s), #	MOUNTED ENTERTAINMENT EQUIPMENT
306	MACentral Vac and Attachments	Item #1
307	@SDoorbell	Location Item #2
308	AElectric Air Cleaner or Purifier	Item #2
309	25 Exhaust Fan(s) - Baths	LOCATION
310	NA Fences - Invisible & Controls	LocationItem #4
311	Fireplace(s) # 05	Location
312	Location #1 Location #2	Item #4
313	Chimney Chimney	Location
314	Gas Logs Gas Logs	LocationPlayset
315	Chimney Chimney Gas Logs Gas Starter Gas Starter Heat Re-circulator Chimney Gas Logs Heat Re-circulator	NA Playset
316	Heat Re-circulator Heat Re-circulator	A Propane Tank
317	InsertInsert	OwnedLeased
318	Wood Burning Stove Wood Burning Stove	M/Security System
319	Wood Burning Stove Wood Burning Stove Other Other	OwnedLeased
		Act :
320	MAFountain(s) 0.5 Furnace/Heat Pump/Other Htg System	25 Smoke/Fire Detector(s), # NEW Spa/Hot Tub
321		Cha/Hot Tub
322	Garage Door Keyless Entry	Spa/Hot Tub
323	OSGarage Door Opener(s), #1	<u>√</u> Spa/Sauna
324	OS Garage Door Transmitter(s), #_1	MASpa Equipment
325	MAGas Yard Light	05 Sprinkler System Auto Timer
326	<u>WA</u> Humidifier	A Sprinkler System Back Flow Valve
327	NA Intercom	55 Sprinkler System (Components & Controls)
328	<u>o.5</u> Jetted Tub	<u>NA</u> Statuary/Yard Art
329	KITCHEN APPLIANCES	OS Sump Pump
330	Cooking Unit	NASwimming Pool
331	Ø5 CooktopElec. ✓ Gas	MASwimming Pool Heater
332	<u>o5</u> Microwave Oven	ASwimming Pool Equipment
333	o <u>S</u> Oven	TV Antenna/Receiver/Satellite Dish
334	✓ ElecGasConvection	OwnedLeased
335	MAStove/Range	<u>05</u> Water Heater
336	ElecGasConvection	OS Water Softener and/or Purifier
337	<i>OS</i> Dishwasher	OwnedLeased
338	05 Disposal	Other
339	WAFreezer	Other
340	Location	Other
341	Icemaker	Other
342	GSRefrigerator (#1)	Other
343	OS Refrigerator (#1) Location μ.τchεν (νεω)	Other
344	NARefrigerator (#2)	Other
345	Location	Other
346	MaTrash Compactor	Other
#1 (MA)	o national to expend the expension	, many or a

BK On			
SELLER SELLER	Initials	Initials	1
SELLER ASELLER		BUYE	R BUYER

Disclose any material information at fully revealed above. If applicable,				
	locuments describing			realed herein:
Geller 15 representing the	when never	ived in home a		
all austrone to Jour				
The undersigned SELLER represe	ents, to the best of the	neir knowledge, the info	ormation set forth in	n the foregoing
Disclosure Statement is accurate an	d complete. SELLER	does not intend this Discl	osure Statement to I	be a warranty or
guarantee of any kind. SELLER I	hereby authorizes the	Licensee assisting SEL	LER to provide this	information to
prospective BUYER of the Property	ty and to real estate	brokers and salespeopl	e. SELLER will p	romptly notify
Licensee assisting the SELLER, i	n writing, if any infor	mation in this disclosu	re changes prior t	o Closing, and
Licensee assisting the SELLER w				
(SELLER and BUYER initial and d				
of pages).		- Control - Cont		
CAREFULLY READ THE TER	MS HEREOF BEFOR	E SIGNING. WHEN SIG	NED BY ALL PART	IES. THIS
		A LEGALLY BINDING		,
		AN ATTORNEY BEFOR		
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Totle Que Marister	4/2/25	Clary blue	son	40125
SELLER	DATE	SELLER		DATE
U-U-U				
BUYER ACKNOWLEDGEMENT AN	ID AGREEMENT			
DO TEN MONITOWEED DE MENT 711	TO MORNE MENT			
1. I understand and agree the infor	mation in this form is li	mited to information of w	hich SELLER has a	ctual knowledge
and SELLER need only make an				otaal tillowicage
2. This Property is being sold to r				er(s) or agents
concerning the condition or value		or gaunanties or any mi	, o b) o b b b b b b b b b b b b b b b b	ion(o) or agonito
I agree to verify any of the above		other important information	on provided by SELL	ER or Broker(s)
(including any information obtain				
I have been specifically advised				men en my enm
4. I acknowledge neither SELLER r				Property.
5. I specifically represent there are				
SELLER or Broker(s) on which I				
	72	A second second	g	
BLIVER	DATE	DUVED		DATE
BUYER	DATE	BUYER		DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of thi Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/17. All previous versions of this document may no longer be valid. Copyright January 2018.

Welcome to our neighborhood! You have made a great choice!

Probably one of the things that enticed you here was the appearance. It indicated a community full of wonderful people who take pride in how they live.

Thanks to everyone's meticulous care and investments in improvement projects, we can make our neighborhood a unique, popular place to live. Pride and respect. We have pride in our neighborhood and respect for our neighbors. Relationships are extremely important to us, and this packet is a first step in helping you enjoy your experience and begin to meet new friends.

Also, we all benefit from an HOA that actively engages the best services possible. Here is what the HOA provides us:

- I. Lawn Care
 - a. Mowing
 - b. Edging
 - c. Fertilizing and grub control
 - d. Weed control of grass areas
 - e. Trim and spray trees along street on lots
- II. Snow removal for driveways, private sidewalks to but not including front porch
- III. Evaluate exterior paint every five years and paint as needed
- IV. Maintain/ repair sewer lines from the outside of the building to the main line
- V. Trash collection

This truly is a great living opportunity for us all to participate. In addition to the Social Committee, we have committees for landscaping, finance, and architecture.

The Social Committee can assist you.

Again, welcome to our neighborhood, Tad Pritchett

FVV HOA President

Other 2022 Board members Stephanie Metcalf, FVV HOA Vice president John Howell, FVV HOA Treasurer Tom Stephens, FVV HOA Secretary Anita Cyrier, FVV HOA Member-at-large

INFORMATION AT YOUR FINGERTIPS

Falcon Valley Village homes located between 100th Street and 100th Terrace west of Falcon Valley Drive, Lenexa, Kansas 66220

1. HOA WEBSITE

- a. Create your family account on our website
- b. Log in to website falconvalleyvillagehoa.com
- c. Complete "create an account". After the account is created you will be notified and accepted to our email list.
- d. The home owner will have access to the full website including Governing Documents, Upcoming Events, Photo Gallery, Contact us, Architectural form, HOA meeting minutes.

2. HOA DUES

HOA dues are \$450 per quarter. They are due:

JANUARY 1 JULY 1

APRIL 1 OCTOBER 1

Payment options are annually and semi-annually. Quarterly dues are considered late at 30 days and a penalty of \$35.00 will be assessed. Dues are paid in advance to:

FALCON VALLEY VILLAGE HOMES ASSOCOCIATION, INC.

C/O Karlin and Long CPA, LLC 10115 Cherry Lane Lenexa, KS 66220

3. HOA RESPONSIBILITIES

Lawn Care- scheduled on Tuesdays in 2022

- a. Mowing
- b. Edging
- c. Fertilizing and grub control
- d. Weed control of grass areas
- e. Trim and spray trees along street on lots
- f. Spring irrigation activation and fall deactivation is normally performed in May and October.

g. Inspection of sprinkler heads and system will be made before water activation. Lawn company representatives will notify residents when lawn fixtures need attention. Residents are responsible for their system repairs.

Additional Services

- a. Snow removal for drives and walks to porch when there is 2" or more. Sidewalks and commons
- b. Evaluate exterior paint every five years and paint as needed.
- c. Trash pick up and recycling
- d. Maintain/repair sewer lines from building main line

Common Area Maintenance

Falcon Valley Village Entranceways and "Butterfly Garden" located near the 100th Terr. cul de sac.

"The Monarch Way Station #17653 was established in 2017 and certified by monarchwatch.org through the University of Kansas. It meets specific criteria to maintain certification. Sitting along the Falcon Valley Golf Course cart path the garden hosts neighborhood social gatherings".

4. HOME OWNERS RESPONSIBILITES

- a. The property owner will landscape to the same standards as the existing landscape.
- b. Each owner will maintain and replace all trees and landscape.
- c. HOA services will not include replanting or reseeding of sod or grass.
- d. Recreational vehicles will not be parked or stored on any driveway or street for more than an eight-hour period.
- e. Trucks or commercial vehicles will not be parked or stored on any driveway or street for more than a 48-hour period.

- f. Trailers, vans, campers, boats or similar vehicles will not parked or stored in any driveway or street for more than a 48-hour period.
- g. Owners will keep automobiles in an enclosed garage whenever possible.
- h. All garage doors will remain closed at all times except when necessary for entry or exit.

5. GOLF COURSE INFORMATION

Falcon Valley golf course is a privately owned public nine-hole course. It has been identified as one of the finest courses in the state of Kansas. Membership can be obtained by inquiring at *falconvalleygolf.com* or visiting the clubhouse located at 9801 Falcon Valley Dr., Lenexa, KS

Property Record Card

Parcel ID: 046-091-01-0-32-02-006.00-0

Quick Ref: R198635

Tax Year: 2025

Date

Process

INSPECTION HISTORY

Reason

12/17/2021 GM - Georeference Maintenance

Run Date: 5/5/2025 6:17:37 PM

PROPERTY SITUS ADDRESS

019703 W 100TH TER, LENEXA, KS

LAND BASED CLASSIFICATION SYSTEM

Function: 1102 Duplex

Activity: 1100 Household activities

Ownership: 1100 Private-fee simple

6000 Developed site - with buildings

GENERAL PROPERTY INFORMATION

Prop Class: R - Residential

Living Units:

Zoning: RP2 M214.B

Neighborhood:

Econ. Adj. Factor

Tax Unit Group: 0690UW Map/Routing:

J 01

LEGAL DESCRIPTION

FALCON VALLEY VILLAGE PT LT 5 BG SW CR NE 122' TO NW CR SE 2.08' E CUR LF 42.82' SW 124.19' TO S/L NW 55.29' TO POB LEC 585C 5



12/30/2014 6 - Currently Unoccupied - Field Revie

3/25/2015 GM - Georeference Maintenance 7/21/2015 5 - Measurement Only N.O.H. - Field

12/27/2021

PROPERTY FACTORS

Access: Utilities: Topography: 1 - Paved Road 2 - All Underground 1 - Level

Location: Fronting: 6 - Neighborhood or Spot 4 - Residential Street

Parking Proximity: Parking Quanity: Parking Type: 3 - On Site 2 - Adequate 4 - Parking Deck

Parking Uncovered: Parking Covered:

> Date 3/27/2014 Land Only 3/3/2015 Land & Building 0 - Valid Sale 3 - Changed After Sale Validity SALES INFORMATION Amount Inst 337,430 93,500 COV 380725 393632

14-0532	14-0530	22-0191P	Number	
\$278,000.00 DU - Duplex-JO	\$278,000.00 DU - Duplex-JO	\$3,000.00 PB - Plumbing - JO	Amount Type	BUILDING PERMITS
5/15/2014 Closec	5/15/2014 Closec	12/19/2022 Closec	Issue Date Status	3,
ed 100	ed 100	ed	us %	

	5 - Superior Site	Туре						
	6144.00	AC/SF Inf1						
	0	Infact1 Inf2						
		Infact2	MARKE					
		Infact2 Override OVR Rsn OVRCIs	MARKET LAND INFORMATION	T	Z	C		
		OVRCIs		Totals 8	·	Class	CURRENT /	
		Model		87,200	87,200	Land	ENT APPR	
		Base Size		420,100	420,100	Building	APPRAISED VALUE	
	0	ize Bas		507,300	507,300 R	Total	-UE	
	0	e Val I		Totals	Z)	Total Class	PR	
	0	Base Val Inv Value		507,300 Totals 66,340	66,340	Land	EVIOUS A	
Total	0.00	Dec Value		429,760	429,760	Building	PREVIOUS APPRAISED VALUE	
87,200	87,200	Value Est		496,100	496,100	Total	ALUE	

Site Method

Johnson County Appraiser CARDS

Property Record Card

Parcel ID: 046-091-01-0-32-02-006.00-0 Quick Ref: R198635 Tax Year: 2025 Run Date: 5/5/2025 6:17:37 PM

DWELLING	DWELLING INFORMATION	COI	MP SALE	COMP SALES INFORMATION	IMPROVEMENT COST SUMMARY	OST SUMMA	RY	CALCULATED VALUES	LUES
Res Type:	Duplex	Arch Style:	Ranch		Dwelling RCN:		406,415	Cost Land:	87,200
Quality:	Average+	Bsmt Type:	Full		Percent Good:		95	Cost Building:	416,980
Year Built:	2014	Total Rooms:	0	Bedrooms: 3	Mkt Adj: 100	Eco Adj:	100	Cost Total:	504,180
Eff Year:		Family Rooms:	_		Building Value:		416,980	Income Value:	0
MS Style:	One Story	Full Baths:	ω	Half Baths: 1	Other Improvements RCN:	CN:	0	Market Value:	507,300
Structure:	Single unit in duplex (half-	Garage Cap:	2		Other Improvements Value:	/alue:	0	MRA Value:	503,000
No. of Units:		Foundation:	2 - Concrete	ncrete					

Calculated Area: 1649 1649 CONDOMINIUM INFORMATION

Total Living Area:

1649

Main Floor Living Area: Condo Type:

Upper Floor Living Area: Condo Level:

Phys/Func/Econ: Condo Amenities:

Ovr Pct Gd/Rsn: Condo Fee:

Remodel:

Percent Complete:

	DWELLING COMPONENTS				
	Code	Units	Pct	Quality	Year
104	Frame, Plywood or Hardboard		75		
109	Frame, Stucco		25		
208	Composition Shingle		100		
351	Warmed & Cooled Air		100		
402	Automatic Floor Cover Allowance				
601	Plumbing Fixtures	17			
602	Plumbing Rough-ins	_			
622	Raised Subfloor	1,649			
648	Direct-Vented, Gas	_			
701	Attached Garage	468			
736	Garage Finish, Attached	468			
801	Total Basement Area	1,612			
803	Partition Finish Area	963			
905	Raised Slab Porch with Roof	64			
906	Wood Deck with Roof	176			

Johnson County Appraiser CARDS

Property Record Card

Parcel ID: 046-091-01-0-32-02-006.00-0 Quick Ref: R198635 Tax Year: 2025 Run Date: 5/5/2025 6:17:37 PM

Type Acres Soil Unit Irr Type Well Depth Acre Feet Acre Ft/Ac AGRICULTURE LAND Adj Code Base Rate Adj Rate Value Total Mkt Value: Total Use Value: Total Acres: AG LAND SUMMARY

OTHER BUILDING IMPROVEMENTS

IMPROVEMENT COST SUMMARY

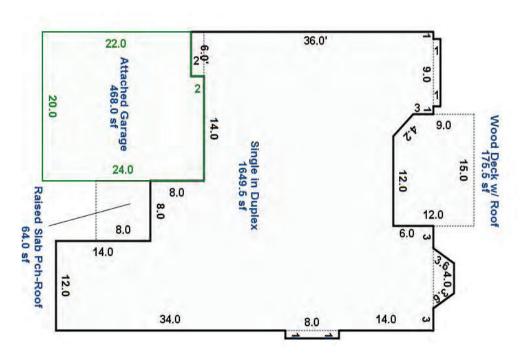
Other Improvements RCN:

Eco Adj:

Other Improvement Value:

Quick Ref: R198635

APEX SKETCH



2024 REAL ESTATE TAX STATEMENT



Johnson County Treasurer 111 S Cherry St, Ste 1200 Olathe KS 66061 913-715-2600 taxbill.jocogov.org

KEARNY, MARTHA BLANCHE LIV TR 19703 W 100TH TER LENEXA KS 66220

Date	Quick Ref ID
4/10/2025	R198635
TUG	
0690UW	IP26350000 0005

Legal: FALCON VALLEY VILLAGE PT LT 5 BG SW CR NE 122' TO NW CR SE 2.08' E CUR LF 42.82' SW 124.19' TO S/L NW

55.29' TO POB LEC 585C 5

Property Description

Situs Address: 019703 W 100TH TER

LENEXA, KS

Owner: KEARNY, MARTHA BLANCHE LIV TR

Class	Land Appraised Value	Improvement Appraised Value	Land Assessed Value	Improvement Assessed Value
R	66,340	429,760	7,629	49,422

Appraised Value	Assessed Value	2024 Mill Levy	Mill Levy Tax	Specials	Total Tax Due
496,100	57,051	123.970	\$6,900.11	\$109.00	\$7,009.11

Credits	Payments	Interest & Fees	Half Payment Due	Full Payment Due
\$0.00	\$7,009.11	\$0.00	\$0.00	\$0.00

------detach and return bottom portion with payment-----detach and return bottom portion with payment

Pay online at: taxbill.jocogov.org Quick Ref ID:

IP26350000 0005

R198635

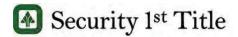
AMOUNT DUE ON OR BEFORE 5/12/2025

Half Payment \$0.00 **Full Payment** \$0.00 **Amount Enclosed**

KEARNY, MARTHA BLANCHE LIV TR 19703 W 100TH TER LENEXA KS 66220

Remit payment to:

JOHNSON COUNTY PROPERTY TAX PO BOX 950506 ST. LOUIS, MO 63195-0506



Commitment Cover Page

Order Number: 3125055 Delivery Date: 04/10/2025

Property Address: 19703 W 100TH TER, Lenexa, KS 66220

For Closing Assistance

Heather Hinshaw 10592 S. Ridgeview Rd. Olathe, KS 66061

Office:

hhinshaw@security1st.com

Becky Brewer

10592 S. Ridgeview Rd. Olathe, KS 66061

Office:

bbrewer@security1st.com

For Title Assistance

Kansas City Title Department 1040 NW South Outer Rd Blue Springs, MO 64015

Office:

kctitle@security1st.com

Seller/Owner

KEARNY, MARTHA BLANCHE LIV TR

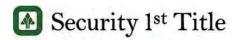
Delivered via: Electronic Mail

Agent for Seller

Heritage Brokers & Auctioneers Attention: Shawn Terrel 2820 NW Barry Rd. Kansas City, MO 64154 (580) 747-6068 (Cell) (816) 420-6237 (Work) sterrel@UnitedCountry.com

Delivered via: Electronic Mail





Title Fee Invoice

Date: 04/10/2025 Buyer(s): a buyer to be determined

Order No.: Seller(s): Martha Blanche Kearny, Trustee, or her

Issuing Office: Security 1st Title successor in trust, under the Martha
Blanche Kearny Living Trust, dated May

11, 2010

Property 19703 W 100TH TER, Lenexa, KS 66220

Address:

Title Insurance Fees

ALTA Homeowner's Policy 07-01-2021 (\$1,000.00)

Blue Springs, MO 64015

\$720.00

Total \$720.00

If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.

Otherwise, please remit payment to the issuing office above.

Thank you for your order!

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Vesting Documents (24 Month Chain of Title):

Johnson county recorded 03/04/2015 at book 201503 page 001385

Plat Map(s):

Johnson county recorded 07/11/2014 at book 201407 page 004160

Tax Information:

IP26350000 0005





ALTA COMMITMENT FOR TITLE INSURANCE issued by First American Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title, LLC

⚠ Security 1st Title

Kansas City Title Department 1040 NW South Outer Rd Blue Springs, MO 64015 kctitle@security1st.com





Transaction Identification Data for reference only:

Issuing Agent: Security 1st Title, LLC Buyer: a buyer to be determined

Issuing Office: 1040 NW South Outer Rd Title Contact: Kansas City Title Department

Blue Springs, MO 64015 1040 NW South Outer Rd

ALTA Universal ID: 1174223 Blue Springs, MO 64015 kctitle@security1st.com

Loan ID Number:

Commitment No.: KC-R3125055

Property Address: 19703 W 100TH TER, Lenexa, KS

66220

SCHEDULE A

1. Commitment Date:

04/04/2025 at 7:00 AM

2. Policy to be issued:

ALTA Homeowner's Policy 07-01-2021 Proposed Insured: a buyer to be determined The estate or interest to be insured: Fee Simple \$1,000.00

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:

Martha Blanche Kearny, Trustee, or her successor in trust, under the Martha Blanche Kearny Living Trust, dated May 11, 2010

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st Title

By:

David Armagost, President





Commitment No.: KC-R3125055

Exhibit A

PART OF LOT 5, FALCON VALLEY VILLAGE, A SUBDIVISION IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, FALCON VALLEY VILLAGE, A SUBDIVISION IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS; THENCE NORTH 13 DEGREES 17 MINUTES 32 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 5, A DISTANCE OF 122.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 76 DEGREES 42 MINUTES 28 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 2.08 FEET; THENCE EASTERLY, CONTINUING ALONG SAID NORTHERLY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 525 FEET, FOR A DISTANCE OF 42.82 FEET; THENCE SOUTH 08 DEGREES 28 MINUTES 00 SECONDS WEST, ALONG A LINE THAT IS COINCIDENT WITH THE CENTERLINE OF A COMMON WALL OF A DUPLEX ON SAID LOT 5, AND ITS EXTENSION THEREOF, A DISTANCE OF 124.19 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 5; THENCE NORTH 76 DEGREES 42 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 55.29 FEET TO THE POINT OF BEGINNING





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, and recorded in the Public Records.
- We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:

Tax Year: 2024

Full Amount: \$7,009.11, PAID

Tax Parcel Number: IP26350000 0005

- 6. Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.
- 7. Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the Martha Blanche Kearny Living Trust, dated May 11, 2010.
 - In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.
- 8. File a Trustee's Deed from Martha Blanche Kearny, Trustee, or her successor in trust, under the Martha Blanche Kearny Living Trust, dated May 11, 2010 to a buyer to be determined.
 - NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.
- 9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 10. Provide this company with a properly completed and executed Owner's Affidavit.



11. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page) Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page) Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.





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:

- 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 and not 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. General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.
 - NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.
- 8. Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed September 04, 2003 as Book 132 at Page 7.
- 9. Easements, restrictions, setback lines or servitudes, if any, reflected on the Certificate of Survey filed July 11, 2014 as Book 201407 at Page 004160.
- 10. Covenants, conditions, restrictions, easements and assessments filed as Book 9593 at Page 648.
- 11. Terms and provisions of the Homes Association filed as Book 9593 at Page 636; amended in Book 200411 at Page 609; amended in Book 200508 at Page 003674; amended in Book 202009 at Page 008351; amended in Book 202103 at Page 012993, which provides for, among other things, the levy of assessments, which if unpaid, may become a lien thereon.
- 12. Certificate of Substantial Completion filed in Book 201708 at Page 007246
- 13. Water Service Agreement between Woodland Hills Joint Venture, and Water District No. 1 recorded in Book 3978, Page <u>537</u> and in Book 4719, Page <u>330</u>.
- 14. Oil and Gas Lease by and between Joseph Frank Knappenberger and Opal S. Knappenberger, husband and wife, and A.J. Stormfeltz, recorded in Book 122 Misc., Page 220. Agreement filed in Book 60 Misc., Page 603.
- 15. Right of way to Rural Water District #3 recorded in Book 151 Misc., Page 388.
- 16. Certificate of Appropriation for Beneficial Use of Water by Division of Water Resources of Kansas Department of Agriculture recorded in Book 6676, Page 323.



- 17. Development agreement by and between the City of Lenexa, Kansas and Falcon Valley, L.L.C. filed in Book 8555, Page 931.
- 18. Development Agreement by and between Falcon Valley, L.L.C. and the City of Lenexa, Kansas filed in Book 9417, Page 996.
- 19. Permanent easement to be later defined to Water District No. 1 of Johnson County, (Kansas) filed in Book 9221, Page 931.
- 20. Permanent easement to be later defined to Water District No. 1 of Johnson County (Kansas) filed in Book 200312, Page <u>005126</u>.





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located.
 The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands. and Guam.
- i. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice:
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A:
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions.

4. COMPANY'S RIGHT TO AMEND

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



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE



TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION. 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 B, Part I—Requirements; and Schedule B, Part II—Exceptions





Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at https://www.firstam.com/privacy-policy/, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a nonidentifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does <u>not</u> apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found <u>here</u>.

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Collect Your Personal Information?</u> We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

<u>How Long Do We Keep Your Personal Information?</u> We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

<u>Changes to Our Notice</u> We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

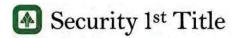


YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). To learn more, please visit https://www.firstam.com/privacy-policy/.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.





PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you
	request insurance-related services
	provide such information to us
	We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203



STATE OF KANSAS
COUNTY OF JOHNSON

BIDDER#	

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 27 th day of May 2025, by and dated May 11, 2010, Darryl Johnson and Betty Jane Travelstead, Succe Oxford Ave., Kansas City, MO 64157 and 7904 Shawnee Dr., Overland hereinafter as "Seller") and	essor Trustees, whose addresses are 8805 N d Park, KS 66212, respectively (collectively
whose address is	
1. AGREEMENT TO PURCHASE. In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as: 19703 W 100th Terrace, Lenexa, KS 66220 and described as follows:	
Legal Description: PART OF LOT 5, FALCON VALLEY VILLAGE, LENEXA, JOHNSON COUNTY, KANSAS. (Full Legal Description to be provided by Title Company)	A SUBDIVISION IN THE CITY OF
2. High Bid	\$
Buyer's Premium (10%)	\$
Total Purchase Price	\$
Non-Refundable Down Payment/Deposit	
Balance of Purchase Price	\$ sts
3. CLOSING, Closing shall be on or by Friday, June 27th, 202 Title Company, 10592 S. Ridgeview Rd., Olathe, KS 6606	

3. CLOSING, Closing shall be on or by Friday, June 27th, 2025. Closing shall take place at Security 1st Title Company, 10592 S. Ridgeview Rd., Olathe, KS 66061. Closer is Heather Hinshaw, email is hhinshaw@security1st.com, phone number is 913-732-4937. At Closing, Seller shall deliver to Buyer a Deed (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract. In the event a survey is required to transfer title, Seller and Buyer hereby agree to an extension of the closing date, limited solely to the amount of time required for the Surveyor to complete and record said survey.

4. TAXES AND OTHER PRORATIONS. The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before December 31, 2025 and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In the event that the taxes for the year of Closing are more or less than the taxes for the prior year, Seller and Buyer shall adjust the amount of the proration and Seller shall pay to Buyer the amount of any underpayment or Buyer shall pay to Seller the amount of any overpayment, as may be the case. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. CLOSING COSTS.

- (a) Seller's Costs. At Closing, Seller shall pay the fees for preparation of the Deed and the Owner's Title Policy and Title Commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall pay for (50%) of any survey cost (if required), but limited to providing a boundary line description in the event an adjoining tract of land is purchased by a separate individual.
- (b) **Buyer's Costs**. At Closing, Buyer shall pay for any Lender's Title Policy, the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), (50%) of the closing agent's closing fees, and all additional sale or closing fees required by the Buyer. Buyer shall pay for (50%) of any survey cost (if required), but limited to providing a boundary line description in the event an adjoining tract of land is purchased by a separate individual.
- 6. **TERMS**. This is a cash sale with a Ten Percent (10%) non-refundable down payment, and the balance due at Closing on or before **Friday June 27th**, **2025**. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.
- 7. DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT. Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)

- (a) Buyer warrants and acknowledges to and agrees with Seller, and United Country Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect.
- (b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations,

- expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.
- (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.
- (d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
- (e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.
- 9. **PROPERTY INSPECTION**. It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports,-environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

Potential Proximity of Registered Offenders to Property: Kansas Law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at http://kansas.gov/kbi or by contacting the local sheriff's office.

Radon Notice: 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 home-buyers have an indoor radon gas 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 www.kansasradonprogram.org.

10. TITLE. Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for the "Title Insurer". Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property: (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property: (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller, at its cost, shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- d. The Property is selling subject to any restrictive covenants and easements as shown in the Title Commitment and the Survey.
- 11. FIXTURES AND PERSONAL PROPERTY. No Personal Property will be conveyed to the Buyer.
- 12. **TITLE DEFECTS**. If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

- 13. **AGENCY**. Auctioneer is acting as an agent for the Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer. **Franchise Disclosure.** Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).
- 14. **BREACH OF CONTRACT BY SELLER**. If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.
- 15. BREACH OF CONTRACT BY BUYER. In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.
 - In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.
- 16. CASUALTY. Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.
- 17. **NOTICES**. All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.
- 18. WAIVER. No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.
- 19. ENTIRE AGREEMENT; AMENDMENT. This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
- 20. **SEVERABILITY**. The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
- 21. **ASSIGNMENT**. Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

- 22. **BINDING EFFECT**. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
- 23. **COUNTERPARTS**. The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
- 24. **ACKNOWLEDGEMENT**. The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Kansas State Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
- 25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Kansas law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.
- 26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.
- 27. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 28. **HOA Information:** Buyer acknowledges the property is located in and part of the Falcon Valley Village Home Owner's Association, and is subject to HOA dues in the amount of Four Hundred and Fifty Dollars (\$450.00) per quarter.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SIGNATURE PAGE TO FOLLOW