



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

SELLER (Indicate Marital Status): Paul D. Turner and Louetta A. Turner (AMC)

PROPERTY: 38512 W. 387th St, Lane, KS 66042

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

3. OCCUPANCY.

Approximate age of Property? 25 yrs How long have you owned? 19 yrs
Does SELLER currently occupy the Property? Yes ☒ No ☐
If "No", how long has it been since SELLER occupied the Property? _____ years/months

☐ SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. ☒ Conventional/Wood Frame ☐ Modular ☐ Manufactured
☐ Mobile ☐ Other _____

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

- a. Any fill or expansive soil on the Property? Yes ☐ No ☒
- b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes ☐ No ☒
- c. The Property or any portion thereof being located in a flood zone, wetlands area or **proposed** to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒
- d. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
- e. Any flood insurance premiums that you pay? Yes ☐ No ☒
- f. Any need for flood insurance on the Property? Yes ☐ No ☒
- 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? Yes ☐ No ☒
- j. Any fencing on the Property? Yes ☐ No ☒
If "Yes", does fencing belong to the Property? N/A ☐ Yes ☒ No ☐
- k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☒ No ☐
- l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒
- m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

Boundaries on Attachment

  Initials Initials
SELLER SELLER BUYER BUYER

6. ROOF.

- a. Approximate Age: 25 years ☐ Unknown Type: _____
- b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
- If "Yes", what was the date of the occurrence? _____
- c. Have there been any repairs to the roof, flashing or rain gutters? New 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.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

New Gutters 2 yrs Ago

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or other pests on the Property? Yes ☐ No ☒
- b. Any damage to the Property by termites, wood destroying insects or other pests? Yes ☐ No ☒
- c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? Yes ☐ No ☒
- If "Yes", list company, when and where treated _____
- d. Any current warranty, bait stations or other treatment coverage by a licensed 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 subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.

ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes ☐ No ☒
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes ☐ No ☒
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes ☐ No ☒
- d. Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☒
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- f. Any problems with windows or exterior doors? Yes ☐ No ☒
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A ☐ Yes ☐ No ☒
- Date of any repairs, inspection(s) or cleaning? _____
- Date of last use? _____
- i. Does the Property have a sump pump? Yes ☐ No ☒
- If "Yes", location: _____
- j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

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SELLER SELLER

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BUYER BUYER

9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes ☐ No ☒
If "Yes", explain in detail: _____
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A ☒ Yes ☐ No ☐
If "No", explain in detail: _____

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☐ Public ☐ Private ☐ Well ☐ Cistern ☐ Other: Rural Water
If well water, state type _____ depth _____ diameter _____ age _____
- b. If the drinking water source is a well, has water been tested for safety? N/A ☒ Yes ☐ No ☐
If "Yes", when was the water last checked for safety? _____ (attach test results)
- c. Is there a water softener on the Property? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- d. Is there a water purifier system? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
☒ Septic System, Number of Tanks 1 ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. Approximate location of septic tank and/or absorption field: See Attachment
- g. The location of the sewer line clean out trap is: See Attachment
- h. Is there a sewage pump on the septic system? N/A ☐ Yes ☐ No ☒
- i. Is there a grinder pump system? Yes ☐ No ☒
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- k. Is there a sprinkler system? Yes ☐ No ☒
Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☐
If "No", explain in detail: _____
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes ☐ No ☒
- m. Type of plumbing material currently used in the Property:
☒ Copper ☐ Galvanized ☒ PVC ☒ PEX ☐ Other _____
The location of the main water shut-off is: _____
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A ☒ Yes ☐ No ☐

If your answer to (l) in this section is "Yes", explain in detail or attach available documentation: _____

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11. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? Yes ☒ No ☐
☒ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. 5 yrs
2. _____
- b. Does the Property have heating systems? Yes ☒ No ☐
☒ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane
☐ Fuel Tank ☐ Other _____
Unit Age of Unit Leased ☒ Owned Location Last Date Serviced/By Whom?
1. 8-11 yrs
2. _____
- c. Are there rooms without heat or air conditioning? Yes ☐ No ☒
If "Yes", which room(s)? YES MAIN ROOM
- d. Does the Property have a water heater? Yes ☒ No ☐
☒ Electric ☐ Gas ☐ Solar ☐ Tankless
Unit Age of Unit Leased ☒ Owned Location Capacity Last Date Serviced/By Whom?
1. 3 yrs
2. _____
- e. Are you aware of any problems regarding these items? Yes ☐ No ☒
If "Yes", explain in detail: _____

12. ELECTRICAL SYSTEM.

- a. Type of material used: ☒ Copper ☐ Aluminum ☐ Unknown
b. Type of electrical panel(s): ☒ Breaker ☐ Fuse
Location of electrical panel(s): GARAGE
Size of electrical panel(s) (total amps), if known: _____
c. Are you aware of any problem with the electrical system? Yes ☐ No ☒
If "Yes", explain in detail: _____

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes ☐ No ☒
b. Any landfill on the Property? Yes ☐ No ☒
c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes ☐ No ☒
d. Any contamination with radioactive or other hazardous material? Yes ☐ No ☒
e. Any testing for any of the above-listed items on the Property? Yes ☐ No ☒
f. Any professional testing for radon on the Property? Yes ☐ No ☒
g. Any professional mitigation system for radon on the Property? Yes ☐ No ☒
h. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
i. Any other environmental issues? Yes ☐ No ☒
j. Any controlled substances ever manufactured on the Property? Yes ☐ No ☒
k. Any methamphetamine ever manufactured on the Property? Yes ☐ No ☒

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: _____

LT Initials
SELLER | SELLER

Initials _____
BUYER | BUYER

210 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 211 a. The Property located outside of city limits? Yes ☒ No ☐
- 212 b. Any current/pending bonds, assessments, or special taxes that
- 213 apply to Property? Yes ☐ No ☒
- 214 If "Yes", what is the amount? \$ _____
- 215 c. Any condition or proposed change in your neighborhood or surrounding
- 216 area or having received any notice of such? Yes ☐ No ☒
- 217 d. Any defect, damage, proposed change or problem with any
- 218 common elements or common areas? Yes ☐ No ☒
- 219 e. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- 220 f. Any streets that are privately owned? Yes ☐ No ☒
- 221 g. The Property being in a historic, conservation or special review district that
- 222 requires any alterations or improvements to the Property be approved by a
- 223 board or commission? Yes ☐ No ☒
- 224 h. The Property being subject to tax abatement? Yes ☐ No ☒
- 225 i. The Property being subject to a right of first refusal? Yes ☐ No ☒
- 226 If "Yes", number of days required for notice: _____
- 227 j. The Property being subject to covenants, conditions, and restrictions of a
- 228 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- 229 k. Any violations of such covenants and restrictions? N/A ☒ Yes ☐ No ☐
- 230 l. The Homeowner's Association imposing its own transfer fee and/or
- 231 initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☐
- 232 If "Yes", what is the amount? \$ _____
- 233 m. The Property being subject to a Homeowners Association fee? Yes ☐ No ☒
- 234 If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of
- 235 \$ _____ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to:
- 236 _____ and such includes:
- 237 _____

238 Homeowner's Association/Management Company contact name, phone number, website, or email address:

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- 242 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes ☐ No ☒

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244 **If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:**

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249 **15. PREVIOUS INSPECTION REPORTS.**

- 250 Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
- 251 If "Yes", a copy of inspection report(s) are available upon request.
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253 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 254 a. Any of the following?
- 255 ☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- 256 b. Any fire damage to the Property? Yes ☐ No ☒
- 257 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- 258 d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- 259 e. Any other conditions that may materially affect the value
- 260 or desirability of the Property? Yes ☐ No ☒
- 261 f. Any other condition, including but not limited to financial, that may prevent
- 262 you from completing the sale of the Property? Yes ☐ No ☒
- 263 g. Any animals or pets residing in the Property during your ownership? Yes ☒ No ☐
- 264 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☒
- 265 i. Missing keys for any exterior doors, including garage doors to the Property? Yes ☒ No ☐
- 266 List locks without keys _____
- 267 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- 268 k. Any unrecorded interests affecting the Property? Yes ☐ No ☒

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BUYER BUYER

- 269 l. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒
- 270 m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- 271 n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- 272 o. Any added insulation since you have owned the Property? Yes ☐ No ☒
- 273 p. Having replaced any appliances that remain with the Property in the
274 past five (5) years? Yes ☒ No ☐
- 275 q. Any transferable warranties on the Property or any of its
276 components? Yes ☐ No ☒
- 277 r. Having made any insurance or other claims pertaining to the Property
278 in the past five (5) years? Yes ☐ No ☒
- 279 If "Yes", were repairs from claim(s) completed? N/A ☒ Yes ☐ No ☒
- 280 s. Any use of synthetic stucco on the Property? Yes ☐ No ☒

281 If any of the answers in this section are "Yes", explain in detail:

282
283 *Stove* *Microwave & Vent*
284 *Dishwasher* *Water Heater*
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287 **17. UTILITIES.** Identify the name and phone number for utilities listed below.

288 Electric Company Name: *EVERGY* Phone #: *1-800-471-5275*

289 Gas Company Name: *NONE* Phone #:

290 Water Company Name: *Bald #3 Miami Co.* Phone #: *1-913-755-4503*

291 Trash Company Name: *Town & Country Disposal* Phone #: *1.*

292 Other: Phone #:

293 Other: Phone #:

294 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

295 Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☒

296 If "Yes" list:

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301 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

302 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

303 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and
304 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for
305 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in
306 Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1
307 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-
308 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and
309 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the
310 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property
311 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,
312 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,
313 including, but not limited to:

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315
316 Attached shelves, racks, towel bars Fireplace grates, screens, glass doors
317 Attached lighting Mounted entertainment brackets
318 Attached floor coverings Plumbing equipment and fixtures
319 Bathroom vanity mirrors, Storm windows, doors, screens
320 attached or hung Window blinds, curtains, coverings
321 Fences (including pet systems) and window mounting components
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324 *[Signature]* *LT* Initials
325 SELLER SELLER

326 Initials *[Signature]* *[Signature]*
327 BUYER BUYER

324 **Fill in all blanks using one of the abbreviations listed below.**
 325 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
 326 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 327 Condition.
 328 "NA" = Not applicable (any item not present).
 329 "NS" = Not staying with the Property (item should be identified as "NS" below.)
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332 NA Air Conditioning Window Units, #____
 333 OS Air Conditioning Central System
 334 NA Attic Fan
 335 OS Ceiling Fan(s), # 5
 336 NA Central Vac and Attachments
 337 _____ Closet Systems, Location _____
 338 NA Camera-Surveillance Equipment
 339 _____ Doorbell
 340 NA Electric Air Cleaner or Purifier
 341 NA Electric Car Charging Equipment
 342 OS 2 Exhaust Fan(s) - Baths
 343 NA Fences - Invisible & Controls
 344 Fireplace(s), # 1
 Location #1 _____ Location #2 _____
 345 _____ Chimney _____ Chimney
 346 _____ Gas Logs _____ Gas Logs
 347 _____ Gas Starter _____ Gas Starter
 348 _____ Heat Re-circulator _____ Heat Re-circulator
 349 _____ Insert _____ Insert
 350 _____ Wood Burning _____ Wood Burning
 351 _____ Other _____ Other stove
 352 NA Fountain(s)
 353 OS ~~NA~~ Furnace/Heat Pump/Other Heating System
 354 NA Garage Door Keyless Entry
 355 OS Garage Door Opener(s), # 1
 356 OS Garage Door Transmitter(s), # 3
 357 NA Generator
 358 NA Humidifier
 359 NA Intercom
 360 NA Jetted Tub
 361 NA Jetted Tub
 362 KITCHEN APPLIANCES
 363 Cooking Unit
 ✓ Stove/Range PT
 ✓ Elec. Gas _____ Convection
 ✓ Built-in Oven
 ✓ Elec. _____ Gas _____ Convection
 ✓ Cooktop ✓ Elec. _____ Gas _____
 369 _____ Microwave Oven
 370 OS Dishwasher
 371 OS Disposal
 372 NA Freezer
 Location Kitchen
 373 NA Refrigerator (#1)
 Location _____
 374 NA Refrigerator (#2)
 Location _____
 375 NA Trash Compactor

NS Laundry - Washer
NS Laundry - Dryer
 _____ Elec. _____ Gas
MOUNTED Entertainment Equipment
 _____ TV, Location _____
 _____ TV, Location _____
 _____ TV, Location _____
 _____ TV, Location _____
 _____ Speakers, Location _____
 _____ Speakers, Location _____
 _____ Other/Location _____
 _____ Other/Location _____
 _____ Other/Location _____
 _____ Other/Location _____
NA Outside Cooking Unit
 _____ Propane Tank
 _____ Owned _____ Leased
NA Security System
 _____ Owned _____ Leased
 Smoke/Fire Detector(s), # _____
OS Shed(s), # 1
NA Spa/Hot Tub
 _____ Spa/Sauna
 _____ Spa Equipment
 _____ Sprinkler System Auto Timer
 _____ Sprinkler System Back Flow Valve
 _____ Sprinkler System (Components & Controls)
 _____ Statuary/Yard Art
 _____ Swing set/Playset
 _____ Sump Pump(s), # _____
 _____ Swimming Pool (Swimming Pool Rider Attached)
 _____ Swimming Pool Heater
 _____ Swimming Pool Equipment
NS TV Antenna/Receiver/Satellite Dish
 _____ Owned _____ Leased
OS Water Heater(s)
NA Water Softener and/or Purifier
 _____ Owned _____ Leased
OS Wood Burning Stove
OS Yard Light
 _____ Elec. _____ Gas
NA Boat Dock, ID# _____
 Other _____
 Other _____
 Other _____
 Other _____
 Other _____

RS LT Initials
 SELLER | SELLER

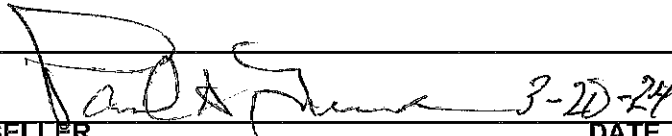
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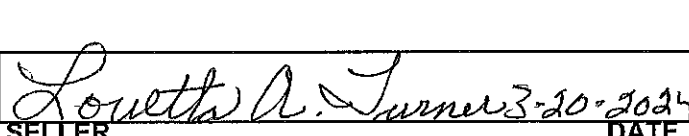
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Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).**

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


SELLER DATE


SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

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 the 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 September 2023. All previous versions of this document may no longer be valid. Copyright January 2024.

Miami County Rural Water District No. 3

Benefit Unit Certificate

No. 432

This Certifies that Paul D. Turner and Louetta A. Turner, husband and wife,

Is (are) the owner(s) of One Benefit Unit in Rural Water District No. 3, Miami County, Kansas.

The consideration paid for the Benefit Unit is a donation to said Rural Water District and shall in no event and under no circumstances be refunded to the certificate holder.

This Benefit Unit entitles the owner hereof to one water line from the District's water system and such line shall serve not to exceed one residence or business establishment together with the necessary and usual outbuildings.

This Benefit Unit is subject to the provisions of the By-laws and the Rules and Regulations of said Rural Water District.

This Benefit Unit Certificate is assigned to the following described land in Miami County, Kansas, to-wit:

TRACT 2 of Survey recorded September 19, 1996 in Book M of Surveys Page 234, described as follows: All that part of the South ½ of the Northeast ¼ of Section 1, Township 19, Range 21, in Miami County, Kansas, being described as follows: Beginning at a point on the south line of said Northeast ¼ being 433.50 feet North 89 degrees 53'55" West of the Southeast corner thereof; thence continuing along said south line, North 89 degrees 53'55" West, 610.00 feet; thence North 0 degrees 06'05" East, 714.10 feet; thence South 89 degrees 53'55" East, the point of beginning. Subject to that part on the South being used of County road right-of-way..

In Witness whereof, the said Rural Water District No. 3, Miami County, Kansas has caused this Certificate to be signed by it's duly authorized officers, this 4th day of October, 2005.

RURAL WATER DISTRICT NO. 3, MIAMI COUNTY, KANSAS

(SEAL)

Chairman

David E. Hays

Secretary: _____





RESIDENTIAL SEPTIC SYSTEM ADDENDUM

SELLER: Paul D. Turner and Louetta A. Turner (AMC)

BUYER:

PROPERTY: 38512 W. 387th St, Lane, KS 66042

The Property which is the subject of this Contract is not connected to a municipal or public sewer system. Sewage disposal is accomplished with a septic tank or similar installation. Septic systems may be subject to local, state and federal regulation. Installations which were proper at the time of original construction may not comply with governmental regulations which have been enacted since that time. **It is recommended that BUYER check with lender and/or local government authority regarding septic system inspection.**

Lenders are becoming more sensitive to environmental regulations, and it should be anticipated the BUYER'S financing may be conditioned upon proof that the septic system meets current regulatory requirements.

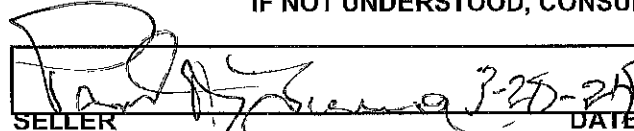
Even if a septic inspection is not required by lender or local government, BUYER is advised to consider an independent inspection of the septic system.

In the event proof of regulatory compliance of the septic system is required by a lender, or is sought for any other reason, and it is determined the system does not comply, it may be necessary to bring the system into compliance. Significant expense may be involved.

The cost of uncovering and recovering the septic tank lid(s), if needed, for purposes of this inspection will be paid by: **(Check One)** ☐ SELLER ☒ BUYER.

The cost of pumping the septic tank(s), if needed, for purposes of this inspection will be paid by: **(Check One)** ☐ SELLER ☒ BUYER.

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


SELLER DATE BUYER DATE


SELLER 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 this 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 09/19. All previous versions of this document may no longer be valid. Copyright January 2024.