# PROPERTY INFORMATION PACKET | THE DETAILS



4309 SW 60<sup>th</sup> St. | El Dorado, KS 67042

AUCTION: BIDDING OPENS: Tues, Nov 12th @ 2:00 PM BIDDING CLOSING: Thurs, Nov 21st @ 2:10 PM



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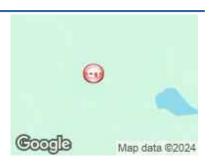
### **ALL FIELDS CUSTOMIZABLE**



MLS# 646329 Status Active

**Contingency Reason** 

Area **SCKMLS** Address 4309 60th City El Dorado 67042 Zip **Asking Price** \$0 **Picture Count** 31













Upper















2 **AG Bedrooms** 4.00 **Total Bedrooms AG Full Baths AG Half Baths** 0 **Total Baths** 3 **Garage Size** 

**Basement** Yes - Finished Levels Bi-Level Approximate Age 51 - 80 Years Acreage 10.01 or More

1983 Approx. AGLA **AGLA Source** Court House Approx. BFA 1170.00 **BFA Source** Court House Approx. TFLA 3,153 Lot Size/SqFt 1,450,548 Number of Acres 33.30

**GENERAL** 

List Agent - Agent Name and **Phone** 

List Office - Office Name and

Phone

Co-List Agent - Agent Name and

Co-List Office - Office Name and

**Phone** 

**Showing Phone** 

Year Built Parcel ID **School District** 

**Elementary School** 

Middle School **High School** Subdivision

Legal

**List Date Display Address Days On Market** 

**Input Date Update Date Status Date** 

**Price Date** 

Isaac Klingman

McCurdy Real Estate & Auction, LLC -

OFF: 316-867-3600

1-888-874-0581

1973

283-06-0-00-00-001-01-0 Circle School District (USD 375)

Circle Greenwich

Circle Circle

NONE LISTED ON TAX RECORD S06, T27, R05E, ACRES 33.3, BEG

688.93E NW/C NE/4 E1003.41 S173.29 SELY1203.65 W1262.14

N1337.3 10/17/2024 Yes

10/18/2024 4:07 PM

10/18/2024 10/18/2024 10/18/2024 **Master Bedroom Level** Master Bedroom Dimensions 14.8 x 26.11 Master Bedroom Flooring Living Room Level **Living Room Dimensions** Living Room Flooring Kitchen Level **Kitchen Dimensions** Kitchen Flooring Room 4 Type Room 4 Level **Room 4 Dimensions** Room 4 Flooring Room 5 Type Room 5 Level

**Room 5 Dimensions** 

Room 5 Flooring

Room 6 Type Room 6 Level **Room 6 Dimensions** Room 6 Flooring Room 7 Type Room 7 Level **Room 7 Dimensions** Room 7 Flooring Room 8 Type Room 8 Level **Room 8 Dimensions Room 8 Flooring** Room 9 Type Room 9 Level **Room 9 Dimensions** Room 9 Flooring Room 10 Type Room 10 Level **Room 10 Dimensions** Room 10 Flooring Room 11 Type

Room 11 Level **Room 11 Dimensions** Room 11 Flooring

Wood Upper 25.2 x 26.11 Wood Upper 12.10 x 15.1 Tile Bedroom Upper 9.11 x 12.9 Carpet Bedroom Lower 11.7 x 17.8 Wood Laminate Bedroom Lower 10 x 10 Carpet Family Room Lower 22.3 x 24.8 Carpet Laundry Lower 6.8 x 4.8 Tile Office Lower

10.10 x 9.7

Lower

Tile

10.5 x 8.4

Wood Laminate Mud Room

Room 12 Type Room 12 Level Room 12 Dimensions Room 12 Flooring

### **DIRECTIONS**

Directions (El Dorado) SW 60th St. & SW Purity Springs Rd - West to Home.

### **FEATURES**

**ARCHITECTURE** 

Traditional

**EXTERIOR CONSTRUCTION** 

Frame w/More than 50% Mas

ROOF

Composition

LOT DESCRIPTION

Pond/Lake Standard Wooded

**FRONTAGE** 

Unpaved Frontage EXTERIOR AMENITIES

Ag Outbuilding(s)
Detached Finish Area

Patio

Covered Patio

Deck

Fence-Other/See Remarks

Guttering Hot Tub Irrigation Well Security Light Storm Door(s)

Storm Windows/Ins Glass

Outbuildings GARAGE

SAKA None **FLOOD INSURANCE** 

Unknown
UTILITIES
Septic

Natural Gas Rural Water

**BASEMENT / FOUNDATION** 

Full

Walk Out At Grade

View Out

**BASEMENT FINISH** 

2 Bedroom 1 Bath

**Bsmt Rec/Family Room** 

**Bsmt Wet Bar** 

1 Add. Finished Room Other/See Remarks Bsmt Laundry Bsmt Mud Room

COOLING
Central
Electric
HEATING
Forced Air

Gas
DINING AREA

Living/Dining Combo

**FIREPLACE** 

Living Room Family Room Woodburning Two Way

KITCHEN FEATURES

Eating Bar Island

Electric Hookup Granite Counters

**APPLIANCES** 

Dishwasher Disposal Microwave Range/Oven

MASTER BEDROOM

Shower/Master Bedroom Sep. Tub/Shower/Mstr Bdrm

**LAUNDRY** 

Lower Level
Separate Room
220-Electric

**INTERIOR AMENITIES** 

Ceiling Fan(s) Closet-Walk-In

Fireplace Doors/Screens Hardwood Floors Window Coverings-All Wood Laminate **POSSESSION** 

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Individual

PROPERTY CONDITION REPORT

Yes

**DOCUMENTS ON FILE** 

Ground Water Lead Paint

Sellers Prop. Disclosure

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

**LOCKBOX** 

None

**TYPE OF LISTING** 

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

### **FINANCIAL**

Assumable Y/N No Currently Rented Y/N No Rental Amount

General Property Taxes \$0.00
General Tax Year 2023
Yearly Specials \$0.00
Total Specials \$0.00

HOA Y/N

Yearly HOA Dues HOA Initiation Fee

Home Warranty Purchased Unknown
Earnest \$ Deposited With Security 1st Title

No

### **REMARKS**

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, November 12th, 2024 at 2 PM (cst) | BIDDING CLOSING: Thursday, November 21st, 2024 at 2:10 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! PREMIER!!! Discover your perfect blend of country living and modern convenience in this meticulously maintained 4-bedroom, 3-bathroom home nestled on 33.3+/- acres of pristine land. This exceptional property offers the ultimate privacy and outdoor enjoyment while remaining close to essential amenities. As you approach the property, a long, winding driveway leads you to the secluded home site, immediately setting the tone for the privacy and tranquility that awaits. The home itself is a masterpiece of comfort and design, featuring an open -concept main level that seamlessly blends the kitchen, dining, and living areas. Step outside onto the deck, and you'll find the perfect spot for outdoor dining or simply relaxing while taking in the breathtaking views of your personal oasis. The main level boasts a spacious master bedroom complete with an ensuite bathroom and walk-in closet, offering a luxurious retreat at the end of the day. An additional bedroom and bathroom on this floor provide convenience for family or guests. The walkout basement expands your living space with a large living area, cozy fireplace, and kitchenette. Two more bedrooms, another full bathroom, and a laundry room complete the lower level, ensuring ample space and functionality for all your needs. Step outside, and you'll find yourself immersed in nature's beauty. The property features a gorgeous pond with rock-lined banks and a scenic peninsula, perfect for fishing, picnicking, or simply enjoying the water views. Extensive wooded areas crisscrossed with nature trails invite exploration and outdoor activities, while providing a haven for local wildlife. For those with hobbies, business ventures, or equipment storage needs, this property goes above and beyond. A 72' x 40' shop building with concrete floors and a bathroom offers endless possibilities. The 35' x 26' finished living space, complete with heating and air conditioning, is perfect for entertaining guests or as a separate home office. Additionally, a 60' x 44' equipment barn provides ample storage for farm equipment, recreational vehicles, or whatever your heart desires. This amazing property provides the perfect backdrop for entertaining, embracing country living, raising a family, and enjoying unparalleled privacy. Whether you're seeking a peaceful retreat or a place to pursue your passions, this versatile homestead offers endless possibilities. Key Features: 4-bedroom, 3 -bathroom home 33,3+/- acres Open-concept main level with deck Walkout basement with kitchenette and fireplace Pond with rock -lined banks and peninsula Wooded areas with nature trails 72' x 40' shop building 35' x 26' finished entertaining space 60' x 44' equipment barn Long, private driveway Minutes to Augusta and El Dorado Don't miss this rare opportunity to own a slice of paradise that combines the tranquility of rural life with the convenience of nearby amenities! \*Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount of \$30,000.

### **AUCTION**

Type of Auction Sale Reserve

**Auction Location** www.mccurdy.com

11/12/2024 **Auction Date Broker Registration Req** Yes **Premium Amount** 0.10 30.000.00 Earnest Amount %/\$

1 - Open/Preview Date 1 - Open End Time

Auction Offering **Auction Start Time Buyer Premium Y/N** Earnest Money Y/N

1 - Open for Preview 1 - Open Start Time

**Method of Auction** 

Online Only Real Estate Only 2:00 PM Yes Yes

### **TERMS OF SALE**

**Terms of Sale** 

### PERSONAL PROPERTY

**Personal Property** 

### **ADDITIONAL PICTURES**





























































## DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2024 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.



### **TERMS AND CONDITIONS**

- 1. Any person who registers or bids at this auction (the "Bidder") agrees to be bound by these Terms and Conditions and any auction announcements. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
- 2. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
- 3. The real estate offered for sale at auction (the "Real Estate") is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC ("McCurdy") at Bidder's request.
- 4. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from the owner of the Real Estate (the "Seller") or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
- 5. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
- 6. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.



- 7. Once submitted, a bid cannot be retracted.
- 8. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
- 9. The Real Estate is not offered contingent upon financing.
- 10. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
- 11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
- 12. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
- 13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
- 14. Bidder authorizes McCurdy to film, photograph, or otherwise record the auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
- 15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed the Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
- 16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
- 17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and



all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

- 18. McCurdy has the right to establish all bidding increments.
- 19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
- 20. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
- 21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
- 22. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
- 23. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
- 24. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
- 25. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their online bidder account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.
- 26. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy or any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
- 27. The ability to "pre-bid" or to leave a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of the particular lot is formally initiated by McCurdy.



- 28. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction.
- 29. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.
- 30. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
- 31. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.



## **Seller's Property Disclosure**

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 4309 SW 60th St. - El Dorado, KS 67042

### Seller: Date of Purchase

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

### By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

### THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

1									PARTI						
2			-			,	APPLIANCES	ELECTRICAL							
3				ANSF							ANSF				
4	None	Does Not	]	Not Working 80	Don't Know	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	None	Does Not		Not Working A	Don't Know	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.	
5	[]		M	[]	[]	[]	Disposal	[]	[]	14	[]	[]	[]	Smoke/Fire Detectors	
6	[]	[]	M	[]	[]	[]	Dishwasher	[]	[]	£Ý	[]	[]	[]	Light Fixtures	
7	[]	[]	D.	[]	[]	[]	Oven	[]	[]	(A)	[]	[]	[]	Switches/Outlets	
8	[]	[]	M	[]	[]	[]	Range (Circle One) Gas Electric	[]	[]	H	[]	[]	[]	Ceiling Fan(s)	
9	[]	[]	M	[]	[]	[]	Microwave	[]	[]	纳	[]	[]		Bathroom Vent Fan(s)	
10							Built in (Circle One) (ES) NO	10	[]	[]	[]	[]		Telephone Wiring/Blocks/Jacks	
11	M	[]	[]	[]		[]	Range Hood	D.	[]	[]	[]	1	[]	Door Bell	
12						- 01	Vented Outside (Circle One) YES NO	+0			[]	[]	[]	Intercom	
13	[]	M	[]	[]	[]		Kitchen Refrigerator	(X)	$\Box$	[]	[]	[]	[]	Garage Door Opener	
14	[]	ly!	[]	[]		[]	Clothes Washer		# of F	Remo	tes:_			Keypad Entry: (Circle One) YES NO	
15		M		[]	[]		Clothes Dryer			[]	[]	PÓ		Aluminum Wiring	
16	PA	[]	[]	[]	[]	[]	Trash Compactor	[]	[]	[]	[]	M		Copper Wiring	
17	[]	[]	[]	X		[]	Central Vacuum		[]	[]	[]	[6]		220 Volt	
18	F	[]	[]	[]	[]	[]	Exterior Attached Gas Grill	ء ا				[4]		Service Panel Total Amps	
19	[]	[]	[]	[]	$\Box$	[]	Other:	M	[]	[]	[]	[]	[]	Solar Equipment - (Circle One) Own Rent/Lease	
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22	[]	[]		[]	[]		Other:	ι¥	[]	[]	[]	[]	[]	Hydroelectric - (Circle One) Own Rent/Lease	
23	Comr	ment	:5:					KI			[]			Security System - (Circle One) Own Rent/Lease	
24								_					100	Company	
25								KI	[]	[]	[]	[]	[]	Audio/Video Surveillance System	
26				Re	v 12/2	!3	SELLER'S INITIALS:	Pg 1	of 7	В	JYER'S	INITI	ALS:	#1004	



27		W/	TER/	SEW	AGE SYSTEMS (See Part II Also)			HE/	ATI	NG & COOLING SYSTEMS
28			VSFER				TRANSFE	RS		
29	None Does Not	1	Not Working Don't Know	0	Indicate the condition of the following items by marking the appropriate boxes.	None Does Not Transfer	Working Not Working OA	г	Smart Device	Indicate the condition of the following items by marking the appropriate boxes.
30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45	M 11  384  [1] [1]  (200)				Sewage Systems Sump Pump Backup Sump Pump/Battery Plumbing Type Water Heater (Circle One) Elect Gas Size & Age Instant Hot Water Water Softener (Circle One) Own Rent/Lease Company Water Purifier/Reverse Osmosis Underground Sprinkler System Backflow Device (Circle One) YES Date Last Tested or Inspected Pool Equipment Hot Tub/Spa	<u>Upsta</u>	1 [] [] [] [] [] [] [] [] [] [] [] [] []	41 61 61 61 61 61 61 61 61 61 6		Type Age DOWNS Tains 2007 Heating System Type Age DOWNS Tains 2007 Window/Wall Air Conditioning Units Electronic Air Filter Humidifier Fireplace Fireplace Insert Wood burning Stove Chimney/Flue - Date Last Cleaned Gas Log Lighter Whole House Attic Fan Solar Equipment - (Circle One) Own Rent/Lease Company
47 48 49 50	Commen	is:				/ ~	[] []			Geothermal Propane Tank - (Circle One) Own Rent/Lease Company
51					MEDIA					
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53	ısfeı		oo ≥	8					_	SMART DEVICES
54 55	None Not Transfer	Working	Don't Know	art Device						ogy devices not covered in this form to transfer iditional comments. Please list below:
56 57 58	Does N	· · · · ·	8	Smart	appropriate boxes.  Satellite Dish					
59 60 61 62 63				[]	# of Rcvrs/Remotes Attached Antennaes Cable TV Wiring/Jacks Attached Television Mount(s) Projector(s)					
64	M II	[][	] []	[]	Projector Screen(s)			Any	Ado	ditional Comments For Part I.
65	DA []	[][	1	[]	Surround Sound Speakers					
66	K D		1 []		Wired for Surround Sound					1
67	Comment	5:								ı
68			-		2					
69			Rev 12,	/23	SELLER'S INITIALS:	Pg 2 of 7	BUYER'S II	NITIAL	S:	#1004



### **PART II**

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

70

71		Attach all relevant documentation for further explanation, including any and all repair reports.
72	YES NO DON	
73	KNO	
74	[][]()	
75 76	l	If YES, are you aware of any adverse conditions?
77		Indicate all that apply: [X], Basement [ ] Crawl Space [X] Slab
78	[] [/()	Are there any structural engineer's report(s) available?
79	13 4/3	If YES, Date of Report: Copy Attached? (Mark One): [ ] YES [ ] NO
80		To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
81	[1] [1] <b>[X</b> ]	Movement, shifting, deterioration or other problems with walls or foundation?
82		
83	[] [] #7	
84		
85	[] M []	
86		
87		
88 89	[ ] [ ] [ ] Additional Com	
90	auditional Colli	
91		
92		
93	DON	SECTION 2
	YES NO KNO	
94		
95	[]	
96	[] M []	
97 98	N (1	If any, identify details below.  During your ownership, has the roof ever been     REPLACED?   REPAIRED? (Mark One)
99	MD []	If YES, Date: 3/1/24 (Identify details below.)
100	(X), (1) (1)	
101	ព្រំព្រំ	
102	[] [4 []	
103	1892 [] []	Is there insulation in the ceiling/attic?
104	Additional Comr	ments:
105		
106		
107		
108	YES NO VALO	있었다
109	KNO	W MOLD/MILDEW
110		e EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye,
111	100	gh outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or
112	touching mold s	spores may cause allergic reactions in sensitive individuals.
113	13 kA 13	To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
114	[] [M] []	
115 116	[] M []	
117	[] [A	Have you had any inspections for mold or mildew?  If YES, Date: (If YES, explain below.)  Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
118	1 14	Has the property had any professional mold remediation during your ownership? If YES, Date:
119	Additional Comm	
120		
121		
122		
123	Rev :	12/23 SELLER'S INITIALS: Pg 3 of 7 BUYER'S INITIALS: #1004



124 125

	the state of the s	
126	YES NO DON'T	SECTION 4
127	KNOW	WATER/SEWAGE SYSTEMS
128	-MA N	Is the property connected to City Water? Kural Water 3
129	MII	Is the property connected to Rural Water? If YES, Transfer Fee:
130		Is the property connected to any private water systems? (Mark all that apply.)
131	,	[ ] Drinking Well [ ] Irrigation Well [ ] Geo-Thermal Well
132	[0 <u>5</u> ] [] []	Working? Type: Location: Back yard- Depth: 2
133	1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Working? Type: Location: Depth:
134	47 11 53	Working? Type: Location: Next to Shipp Depth: 3
135	177	Has the water in any wells shown test results of contamination? (If YES, explain below.)
136		Is the property connected to a public sewer system?  If shared lagoon/septic system, explain below.
137		Is the property connected to a septic system?  Date Last Pumped: 2023
138	l	Tank Size: Location: Behind nouse / next to shop.
139	(1 1/5)	# feet laterals: 3 # Feet infiltrators: 3 Location: 3
140		Is the property connected to a lagoon system?  Location:
141		Is the property connected to some other type of waste disposal system? (If YES, explain below.)
142		Has the main waste disposal line ever been snaked or scoped?
143	Supressaument were	To your knowledge, is there any problem relating to the waste disposal system?
144	Additional Commen	TS:
145		
146	DON'T	SECTION 5
147	YES NO KNOW	WATER INTRUSION/LEAKS
148		To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)
149	[] [] []	Any water leakage in or around the fireplace or chimney?
150		Any water leakage around (If YES, mark all that apply.) [ ] WINDOWS [ ] SKYLIGHTS [ ] DOORS?
151		Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?
152		Any leaks caused by appliances?
153	' '	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?
154	1/2	Any water leakage into (If YES, mark all that apply.) [ ] BASEMENT [ ] CRAWL SPACE
155		Any accumulation of water within the basement/crawl space?
156	[] [] []	Sump Pump(s) Location(s):
157	[] [] []	Drain Tiles (If YES, mark all that apply.) [ ] INTERIOR [ ] EXTERIOR
158	Additional Comment	ts:
159		
160		
161	DON'T	SECTION 6
162	YES NO KNOW	Section Control of the Control of th
		PEST, WOOD INFESTATION & DRY ROT
163	[1] K[ [] [	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)
164	Man n A	[ ] WOOD DESTROYING INSECTS [ ] DRY ROT [ ] OTHER WOOD INFESTATION
165	M 11 11 11 1	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)
166	W_[]	WOOD DESTROYING INSECTS [] DRY ROT [] OTHER WOOD INFESTATION
167 168		Have there been any repairs of such damage? (If YES, explain below.)
169	(A) ()	s the property currently under a termite warranty on other coverage by a licensed pest control company?  Company: Heartand for 242 Warranty Expiration Date:
170	[] YLJ	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)
171		Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)
172		Any pest control reports in the last 5 years? (If YES, explain below.)
173	4 10 0 0	Any professional <b>pest</b> control treatments in the last 5 years? (If YES, explain below.)
174	Additional Comment	
175		Again Again Again March 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
176	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	comites in filled building floor (reated the whole building
177	+lour rulas	ed Heartland Pot 5/3/124.
178	Rev 12/2	3 SELLER'S INITIALS: Pg 4 of 7 BUYER'S INITIALS: #1004



Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

-		DOME	Account an relevant documentation for further explanation, including any and an repair reports.
YES	NO	DON'T KNOW	
( )	D/I		
11	[]	[]	Is the property located in a subdivision with a master drainage plan?  If YES, is the property in compliance?
[]	M	()	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
j	M	[]	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
í		X	Do mineral rights convey to buyer? If NO, please define:
-		44	Groundwater contamination has been detected in several areas in the State of Kansas.
	[]	KI	Are you aware of groundwater contamination or other environmental concerns?
]	[]	M	Any reports or records pertaining to groundwater contamination or other environmental concerns?
	[]	[4]	Are there any diseased or dead trees and shrubs?
			our knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
	[]	N	Asbestos
	[]	M	Contaminated soil or water (including drinking water)
	[]	M	Landfill or buried materials
]		M	Lead-based paint (If YES, attach disclosure.)
]	[]	M	Radon gas in house or well Has a mitigation system been installed? (Mark One) [ ] YES [ ] NO
	[]	M	Methane Gas
-		M	Oil sheers in wet areas
		M.	Radioactive material
		M	Toxic material disposal (solvents, chemicals, etc.)
		M	Underground fuel or chemical storage tanks
		<b>W</b>	EMFs (Electro Magnetic Fields)
		4/1	Urea formaldehyde foam insulation (UFFI)
		(X)	Other: Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment
	[]	Lix	used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
	[]	()	To your knowledge, are any of the above conditions present near your property?
	ments	, .	To your knowledge, are any or the above containents present near your property:
Ŧ		DON'T	SECTION 8
5	NO	KNOW	BOUNDARIES/LAND
Ī	_		<del></del>
	(X)		Have you had a survey of the property? (If YES, attach copy if available.)  Are the boundaries of your property marked in any way?
	[]	[]	Is there any fencing on the boundaries of the property?
	[]	[]	Does fencing belong to the property? If YES, which sides?
			Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways?
	[]	[]	(If YES, explain below.)
	[]	[]	Is the property owner responsible for maintenance of any such shared feature(s)?
			To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
	[]		To your knowledge, is any portion of the property located in a federally designated flood plain?
	W I		Do you currently, or have you ever, paid flood insurance for the property?
		100	To your knowledge, is any portion of the property located in a designated wetlands area?
	[]		Do you know of any of the following items that have occurred on the property or in the immediate area?
		~	(Mark all that apply.)
			[ ] EXPANSIVE SOIL [ ] EARTH MOVEMENT
			[ ] FILL DIRT [ ] UPHEAVAL
			[ ] SLIDING [ ] EARTH STABILITY PROBLEMS
			[ ] SETTLING
n	nents:		
_			
			OCCUPEDIO INITIALO
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			Attach all relevant documentation for further explanation, including any and all repair reports.
YES	NO	DON'T	SECTION 9
		KNOW	SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
	chil		The law requires that the Seller disclose the existence of special assessments against a property.
	LAF	[]	Any current/pending bonds, assessments, or special taxes that apply to property?
1	[]	M	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			[ ] Owner [ ] County [ ] Public Record [ ] Other:
1	ĹΝ	[]	Is the property subject to rules or regulations of an active Homeowner's Association?
_	-/-	[]	Annual Dues? Initiation Fee?
		[]	Homeowner's Association contact information:
	[]	W	Is the property subject to a right of first refusal?
	N(	[]	
)	, ,		Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?  Any violations of such covenants and restrictions?
	[k] ments	[]	Any violations of Such coveriants and restrictions?
7		DON'T	SECTION 10
s	NO	KNOW	MISCELLANEOUS
	CO)	[]	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits?
	IN	[]	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
	[N	[]	Is the present use of the property a non-conforming use?
	[]	[]	Have there been any insurance claims during the seller's ownership?
~		[]	Were repairs made? If so, explain: foof bach' yes repaires made.  Is there any unrepaired damage due to hail, storm, wind, fire or flood?
	40		
	[M]	[]	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?  Does a pet(s) reside or has a pet(s) ever resided in or on the property?
•	M []		Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
		الأث	Do all window and door treatments remain? If NO, please list:
	[]		
	(19		Does any other personal property remain? If YES, please list:
			Donable was strong and the fall of the strong of the stron
	[]	[]	Does the property contain any of the following? (Mark all that apply.) not wow  [] Swimming Pool [] Spa [] Hot Tub [] Sauna [] Water Feature
			If YES, are either of the following heated? [] Swimming Pool     Spa   If yes, type of heat?   Control   C
			Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
			Explain: Spa-Broken owno
	[X]	[]	Is the property in a historic, holistic, conservation or special review district, that requires any alterations or
	- E		improvements to the Property, be approved by a board or commission?
	M		Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or
	1.1		desirability of the property?
	[] nents		Are there any transferable warranties on the property or any of its components?
111	Hemes		1007 FILE WINT - MICH WEEL
v A	ddiei	onal Con	aments For Part II:
y r	saara	onal Con	ments For Part II:
		Rev 12/2	Pg 6 of 7 BUYER'S INITIALS: #1004



### SELLER'S ACKNOWLEDGEMENT

Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best of Seller's

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289 knowledge, information and belief; Seller has provided all the information contained in this Seller's Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this Disclosure. Seller hereby indemnifies, holds harmless and 290 releases all Brokers/Realtors® involved in the sale of the property from all liability, claims, loss, cost, or damage in connection with 291 292 the information contained in this Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other 293 real estate brokers and agents and prospective buyers of the property. M YES Seller is occupant: [] NO 294 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. 295 10 16 24 SELLER: 296 297 Date **BUYER'S ACKNOWLEDGEMENT AND AGREEMENT** 298 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject 299 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by 300 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract 301 with the Seller. 302 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical 303 defects in the property. 304 305 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information 306 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at 307 http://www.kansas.gov/kbi/ or by contacting the local sheriff's office. 308 4. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military Air Force base that 309 310 is open 24 hours a day and activity at that base may generate noise. The volume, pitch, amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have been informed that if I desire information regarding potential 311 312 for noise caused by the aircraft operations associated with McConnell Air Force Base and its operations, I may find information by 313 contacting the Metropolitan Area Planning Department. **BUYER: BUYER:** 

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#1004

Date

Date

Property Address: 4309 SW 60th St. - El Dorado, KS 67042

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

# Seller's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below): (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
  - (i) \_\_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
  - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

- (c) \_\_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) Purchaser has (check (i) or (ii) below):
  - (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### **Agent's Acknowledgment** (initial)

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

### **Certification of Accuracy**

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

Noelle C. Brawner Seller	10/17/2024		
Seller	Date	Seller	Date
Purchaser Isaac J. Klingman Agent	Date 10/17/2024	Purchaser	Date
Agent	Date	Agent	Date



# WATER WELL INSPECTION REQUIREMENTS

Property Address: 4309 SW 60th St. - El Dorado, KS 67042

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

- 1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
- 2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES NO	
If yes, what type? Irrigation	
Location of Well:	
DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES O	NO
If yes, what type? Septic Lagoon	
Location of Lagoon/Septic Access: backyard	
Noelle C. Brawner 10/17/2024	
Owner/Seller	Date
Owner/Seller	Date
Buyer	Date
Buyer	Date

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Seller

## **GROUNDWATER / ENVIRONMENTAL ADDENDUM**

Licensees do not have any expertise in evaluating environmental conditions.  The parties are proposing the sale and purchase of certain property, commonly known as:  4309 SW 60th St El Dorado, KS 67042  The parties are advised to obtain expert advice in regard to any environmental concerns.  SELLER'S DISCLOSURE (please complete both a and b below)  (a) Presence of groundwater contamination or other environmental concerns (initial one):  Known groundwater contamination or other environmental concerns are:	1	THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.
The parties are advised to obtain expert advice in regard to any environmental concerns.  SELLER'S DISCLOSURE (please complete both a and b below)  (a) Presence of groundwater contamination or other environmental concerns (initial one):		Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.
SELLER'S DISCLOSURE (please complete both a and b below)  (a) Presence of groundwater contamination or other environmental concerns (initial one):		
Presence of groundwater contamination or other environmental concerns (initial one):  Seller has no knowledge of groundwater contamination or other environmental concern or Known groundwater contamination or other environmental concerns are:  (b) Records and reports in possession of Seller (initial one):  Seller has no reports or records pertaining to groundwater contamination or oth environmental concerns; or  Seller has provided the Buyer with all available records and reports pertaining groundwater contamination or other environmental concerns (list document below):  BUYER'S ACKNOWLEDGMENT (please complete c below)  (c) Buyer has received copies of all information, if any, listed above. (initial)  CERTIFICATION  Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true an accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  Weelle C. Brawner 10/17/2024  Buyer Date	7	The parties are advised to obtain expert advice in regard to any environmental concerns.
Seller has no knowledge of groundwater contamination or other environmental concern or Known groundwater contamination or other environmental concerns are:    Known groundwater contamination or other environmental concerns are:	8	SELLER'S DISCLOSURE (please complete both a and b below)
Known groundwater contamination or other environmental concerns are:  Known groundwater contamination or other environmental concerns are:  Known groundwater contamination or other environmental concerns are:  Known groundwater contamination or other environmental concerns; or Seller has provided the Buyer with all available records and reports pertaining groundwater contamination or other environmental concerns (list document below):  BUYER'S ACKNOWLEDGMENT (please complete c below)  CERTIFICATION Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true at accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  Known groundwater contamination or other environmental concerns (list document below):	9	(a) Presence of groundwater contamination or other environmental concerns (initial one):
Known groundwater contamination or other environmental concerns are:  (b) Records and reports in possession of Seller (initial one):  (c) Seller has no reports or records pertaining to groundwater contamination or oth environmental concerns; or  Seller has provided the Buyer with all available records and reports pertaining groundwater contamination or other environmental concerns (list document below):  (c) Buyer has received copies of all information, if any, listed above. (initial)  CERTIFICATION  Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true as accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  (a) Model C. Brawner 10/17/2024  Seller Date Buyer Date		Seller has no knowledge of groundwater contamination or other environmental concerns;
Seller has no reports or records pertaining to groundwater contamination or oth environmental concerns; or  Seller has provided the Buyer with all available records and reports pertaining groundwater contamination or other environmental concerns (list document below):  BUYER'S ACKNOWLEDGMENT (please complete c below)  (c) Buyer has received copies of all information, if any, listed above. (initial)  CERTIFICATION  Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true are accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  Buyer has reviewed Seller's responses and any records and reports furnished by Seller.	L2 L3	
environmental concerns; or Seller has provided the Buyer with all available records and reports pertaining groundwater contamination or other environmental concerns (list document below):  BUYER'S ACKNOWLEDGMENT (please complete c below)  (c) Buyer has received copies of all information, if any, listed above. (initial)  CERTIFICATION Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true are accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  Weelle C. Brawner 10/17/2024 Seller Date Buyer Date		(b) Records and reports in possession of Seller (initial one):
CERTIFICATION Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true ar accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  Authorities  Note   Date   Da	17 18 19 20	Seller has provided the Buyer with all available records and reports pertaining to
CERTIFICATION  Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true ar accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  Note that the information Seller has provided is true are accurate, and that Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  Seller Date Buyer Date	22	BUYER'S ACKNOWLEDGMENT (please complete c below)
Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true at accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies the Buyer has reviewed Seller's responses and any records and reports furnished by Seller.  Noelle C. Brawner 10/17/2024  Seller Date Buyer Date	23	(c) Buyer has received copies of all information, if any, listed above. (initial)
29 Seller Date Buyer Date	25 26 27	Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.
$\mathbf{n}_I$	29	

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Buyer

Date

Rev. 6/16 Form #1210

Date



## **AVERAGE MONTHLY UTILITIES**

## **MISCELLANEOUS INFORMATION**

lectric:	Utility Pro	vider   Company					12 M	onth Avg
Vater & Sewer:	n/a							
Sas   Propane:	n/a							
If propane	, is tank owne	ed or leased?	Own	ed	Leased			
	If leased, p	lease provide comp	any nar	ne and I	monthly lease	amount:		
Appliances that T	ransfer:	Refrigerator? Dishwasher? Stove/Oven? Microwave?	Yes Yes Yes Yes	No No No	Wasl Drye Othe		Yes Yes	No No
Iomeowners Ass	sociation: Y	′es						
Dues Amo	ount:		Yearl	<b>y</b>	Monthly	Quart	erly	
Initiation F	ee:							
Are there any per	-	ached items that v	vill not	transfe	r with the Rea	l Estate (	e.g. pro	ojector,

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.



(316) 733-4670

SERVICE INVOICE NO. 36906

# TERMS: NET DUE UPON COMPLETION

1105 W. Hwy. 54, Suite A, Andover, Kansas 67002

Please pay from this invoice.

			it not pold at time of	service, any	billings are subject to	additional \$15 c	harge.
BILL TO:	DATE 10-5-23		SERVICE L	OCAT	ION: TAX	(DIST. <u>E//)</u>	Bo
NAME			NAME_				
STREET_				No.	601 D		
CITY	STZIP		CITY <u>F1 Do</u>	rado	st/C	5 ZIP 6070	42
			EMAIL				
CUSTOMER PHO	NE WK	НОМ	NE .		CELL		
BRAND I	MODEL # SEI	RIAL#		AGE	CONDITION		
	4421-48TR21SA L	J2N22	95051	VeD -	Person		
Mal pump							
OTHER FOLLS							
OTHER EQUIP SERVICE REQUEST					Filter S	Size	
	JP NO HEAT NO COOL	OTHER	Install				
	REPAIR/	SERVICE	DESCRIPTION			AMOUN	VT
DIAGNOSTIC	WB 780015de 110	1280	Ch	arge to di	agnose problem	\$	
	7H 7º				Truck Charge		
Air Handler			la exsi			70.00	50
	of Install system					1041	27
or by in h	ect and Cooling			2000	3		
		PRE	FERRED CUST	OMER	DISCOUNT	(	)
Recommendations:		TECHNIC	IAN CL	ALL	KANSAS SALES TAX	INCLUDED	
			Secab		TOTAL	\$7029	57
ONE		METHO	D OF PAYMENT		CHECK#	☐ CAS	SH
ONE YEAR	R LIMITED WARRANTY SEE REVERSE	The second secon	CREDIT CARD #	1			
THANK YOU F	OR YOUR BUSINESS	CUSTOM	ER SIGNATURE				



(316) 733-4670

SERVICE INVOICE NO.

## TERMS: NET DUE UPON COMPLETION

Please pay from this invoice.

The state of the s	/ VU2 If not paid at time of	service, any billings are subject to a	additional \$15 charge.
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www.ballheatingandair.com



## L.J. Herzberg & Sons Roofing Co., Inc.

P.O. Box 8878, Wichita, KS 67208

P: 316.529.222 / F: 316.681.1546 / E: Herzberg\_roofing@cox.net

www.herzbergroofing.com

### ROOFING CONTRACTOR WORKMANSHIP WARRANTY

Job Location:	4309 SW 60th	
	El Dorado, KS	
Date Job Completed:	02/22/2024	
Roofing Material/ Manufacturer:	CertainTeed Landmark AR	
with (a) the written specifications o	f Roofing Materials Manufacturer and (b) good roo tor will, during the term of this Warranty ( <b>5 years</b> ),	ne roofing materials to the above described roof in accordance ofing industry practices. Subject to the following terms, at its expense, repair or cause to be repaired leaks in said
contractors; lightning, winds of excesettlement; failure, movement, crace the roof system is applied; faulty co-condensation beneath the roof; per and gutters; penetration of the roof control of Contractor which cause p	essive gust speeds, hail storm, flood, earthquake or cking or excessive deflection of the roof deck; defect andition of parapet walls, copings, chimneys, skyligh netrations for pitch boxes; erosion, cracking and po f from beneath by rising fasteners of any type; inad conding or standing of water; termites or other inse	f caused by; the acts of omissions of other trades or rother unusual phenomenon of the elements; structural cts or failure of materials used as a roof substrate over which hts, vents, supports or other parts of the building; vapor prosity of mortar and brick; dry rot; stoppage of roof drains lequate drainage, slope or other conditions beyond the ects; rodents or other animals; fire; or harmful chemicals, oils, vise damage the roof system. If the roof fails to maintain a

Skylights: If the skylight top was not replaced or the skylight itself was not re-flashed by our company, it does not fall under this warranty.

water-tight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the

remainder of its term unless such damage is repaired by Contractor at the expense of the Owner. We are not responsible for mold/fungus remedy.

There is no wind warranty for Seal-Down 3-tab shingles.

Wind driven rain and snow in roof protrusions are not warranted by L.J. Herzberg & Sons Roofing Co., Inc.

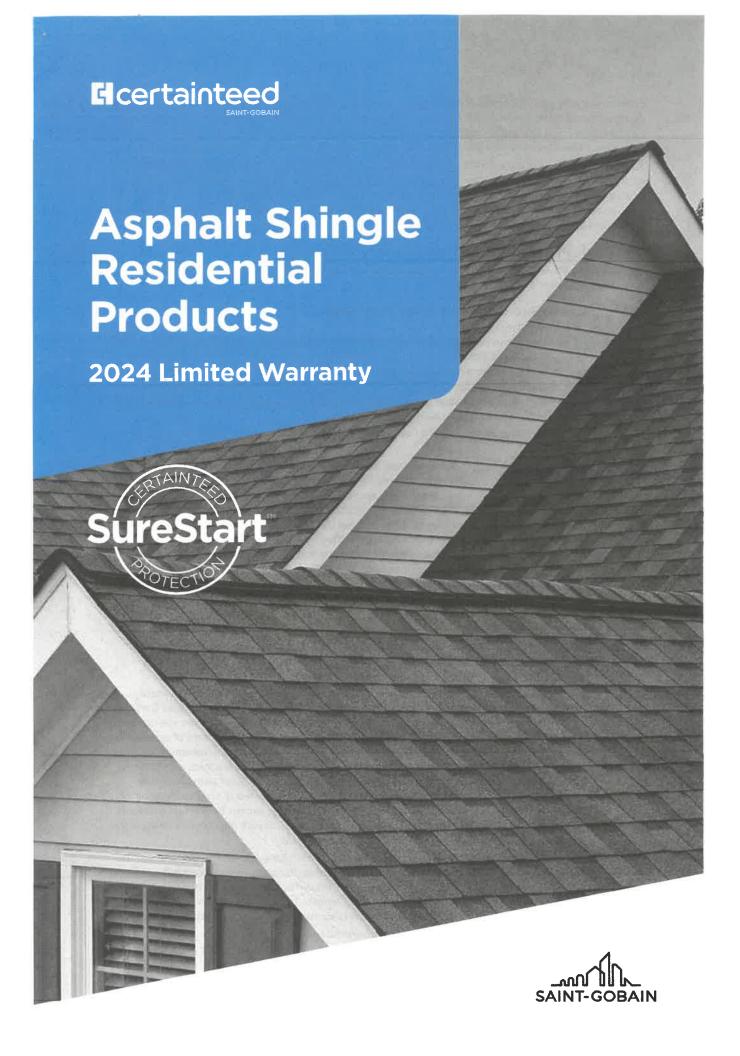
Notification by Owner. During the term of this warranty, if the roof leaks, Owner must immediately (within 72 hours), notify our company by telephone, email or fax of such problem.

Events Which May Void Warranty. This warranty shall become null and void:

- 1.) If we are not contacted within 72 hours of any leak issues and is provided an opportunity to inspect, and if required by the terms of this warranty to repair the roof.
- 2.) If any area of the roof is used as a promenade, walkway or work area or is sprayed or flooded, unless such use was originally specified with a defined area and specification.
- 3.) Another contractor/roofing company performs work on said roof during this 5 year warranty.
- 4.) We have not been paid in full for said roof in accordance with the agreement pursuant to which said roof was applied.

Transferability. This workmanship warranty is transferrable as many times as needed for the term of the warranty. The warranty stays with the roof, not the original homeowner.

	Y RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO THE ROOFING RRANTY. HOMEOWNER IS RESPONSIBLE FOR REGISTERING AND TRANSFERRING ANY
Additional conditions or exclusions	
Signed this 1st day of March	2024
Bula Willy	
L.J. Herzberg & Sons Roofing Co., Jug. Representative	



SureStart protection does not extend to any shingles applied to non-ventilated or inadequately ventilated roof deck systems as determined by CertainTeed, except as stated on page 4. CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles applied to a non-ventilated or inadequately ventilated roof deck system is calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less 1/12Oth of that amount multiplied by the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty. For Patriot Shingles and Other Ownership to be covered under this section, the manufacturing defect must cause leaks.

### **Beyond SureStart™ Protection**

After the SureStart Protection period, if CertainTeed determines its shingles have a manufacturing defect, CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles will be calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less the Reduction Figure Per Month, specified in Table 1, for the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty. For Patriot Shingles and Other Ownership to be covered under this section, the manufacturing defect must cause leaks.

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Lifetime Products <sup>A</sup>	Warranty <u>Period</u>	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty <u>Period</u> 1	Reduction Figure Per Month
Grand Manor®	Lifetime <sup>A</sup>	10 Years	110"	30	1/600*
Presidential Shake® TL**	Lifetime <sup>A</sup>	10 Years	110"	30	1/600*
Landmark® TL**	Lifetime <sup>A</sup>	10 Years	110"	30	1/600*
Presidential Shake® (& IR)2**	Lifetime <sup>A</sup>	10 Years	110**	30	1/600*
Carriage House®	Lifetime <sup>A</sup>	10 Years	110*	30	1/600*
Belmont® (& IR)2	Lifetime <sup>A</sup>	10 Years	110**	30	1/600*
Landmark® Premium	Lifetime <sup>A</sup>	10 Years	110**	30	1/600*
Landmark® PRO2	Lifetime <sup>A</sup>	10 Years	110#	30	1/600*
NorthGate® ClimateFlex®2	Lifetime <sup>A</sup>	10 Years	110*	30	1/600*
Highland Slate®	Lifetime <sup>A</sup>	10 Years	110#	25	1/600*

Lifetime Products <sup>B</sup>	Warranty Period	SureStart <u>Perlod</u>	Wind Warranty Miles Per Hour	Algae Resistant Warranty <u>Period</u> 1	Reduction Figure Per Month
Landmark® ClimateFlex®2	Lifetime <sup>8</sup>	10 Years	110#	25	1/600*
Landmark***	Lifetime <sup>8</sup>	10 Years	110"	25	1/600*
Patriot	Lifetime <sup>B</sup>	10 Years	110#	10	1/600*

25 Year Products	Warranty <u>Period</u>	SureStart <u>Period</u>	Wind Warranty Miles Per Hour	Algae Resistant Warranty <u>Period</u>	Reduction Figure Per Month
XT™25³	25 Years	5 Years	60	10	1/300
Any shingles applied to any inadequately ventilated roof	10 years† deck	N/A	N/A	N/A	1/120

<sup>\*\*</sup> Including Solaris colors. (see footnotes to Table 1)

### FOOTNOTES TO TABLE 1.

- A. The Lifetime Warranty period is only available to individual property owners on premises used as their residence. The warranty period for Other Ownership for these shingles is limited to 50 years and the SureStart period is 10 years following the installation of the shingles. Roof tear-off, metal work, flashing and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty. Limited Warranty transferees during the SureStart™ period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details). All products under 30 year Algae Resistant Warranty period are prorated after 15 years.
- B. The Lifetime Warranty period is only available to individual property owners on premises used as their residence. The warranty period for Other Ownership for these shingles is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transferees during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details). All products under 25 year Algae Resistant Warranty period are prorated after 10 years.

- Misuse, abuse, neglect, or improper transportation, handling or storage of the shingles.
- Installation of the shingles over non-approved roof decks as more fully explained in CertainTeed's installation instructions published at the time of original installation.
- Damage caused by improper installation or installation not in accordance with CertainTeed's installation instructions published at the time of original installation.
- Damage to the shingles, the roof deck or the structure caused by ice backup or ice damming.
- Damage caused by impact, including such things as tools, equipment or foot traffic.
- · Vandalism or acts of war.
- · Animals, animal feces or insects.
- Any other cause not a result of a manufacturing defect in the shingles.

Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, mold and mildew are not covered by this Limited Warranty or any implied warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color of its shingles, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in color in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

### **Inadequately Ventilated and Non-Ventilated Decks**

Any shingles applied to inadequately ventilated or non-ventilated decks, other than the shingles and deck systems described in the section titled "Insulated Decks and Radiant Barriers," are subject to a reduced limited warranty period of ten (10) years and do not qualify for SureStart Protection. SureStart™ Protection and the Warranty Period applicable to the shingle are available if CertainTeed determines that the shingle damage was caused exclusively by a manufacturing defect that is unrelated to the inadequate roof system ventilation.

### **Insulated Decks and Radiant Barriers**

CertainTeed's Limited Warranty, including SureStart Protection, will remain in force when its fiberglass shingles are applied to roof deck assemblies where foam insulation is prefabricated into the roof deck system (often called "nailboard insulation"), where insulation is installed beneath an acceptable roof deck system, or where radiant barriers are installed, with or without ventilation, directly below the deck. Acceptable roof deck surfaces must consist of at least 3/8" thick plywood or 7/16" thick Oriented Strand Board (OSB) and slopes must be 2:12 or greater. If a different deck surface material will be utilized, please contact CertainTeed's Technical Services Department for assistance. (See the following important restrictions.)

The design professional is responsible for ensuring: 1) the proper quality and application of the insulation and/or radiant barrier, 2) the provision of adequate structural ventilation and/or vapor retarders as determined to be necessary, and 3) that all local codes are met (particularly taking into account local climate conditions). Special attention must be taken if cellular foam, fiberglass, cellulose insulation or other highly permeable insulation will be used in an unventilated system, or if the insulation/rafter or insulation/joist planes may create an air leak that could lead to moisture transmission and condensation problems. All these important factors and decisions, while not the responsibility of CertainTeed, are critical to assure proper deck system performance.

### **Ventilated Nail-Base Roof Insulation**

Ventilated Nail-Base Roof Insulation products (e.g. FlintBoard\* CV) are made of rigid insulation (typically foam board) and another layer of material that provides air space above the insulation and below the nailable deck (which is typically at least 7/16" thick OSB or 3/8" thick plywood). These products can provide soffit-to-ridge ventilation, and if installed in accordance with the deck manufacturer's instructions to achieve sufficient ventilation, will not reduce the scope or length of CertainTeed's Limited Warranty coverage.

## **Limited Algae-Resistant Warranty**

For the Algae-Resistant Warranty Period listed in Table 1, CertainTeed warrants that should blue-green algae (gloeocapsa magma), which appears as black/brown streaks, adversely affect the appearance of its algae-resistant roofing shingles (designated as AR), CertainTeed, at its sole option, will pay to clean or replace the affected shingles, as described below.

Please send all notifications and correspondence to:
CertainTeed LLC, 805 West 5th Street, Suite # 7, Lansdale, PA 19446.
Attn: CertainTeed Roofing Technical Services Department. Telephone number: 800-345-1145.
Email: rpg.t.services@saint-gobain.com

### **Warranty Registration (not required)**

You may register your product warranty on CertainTeed's website: certainteed.com/warrantyreg. Each registrant receives a registration confirmation number by return e-mail that can be printed and kept with this Limited Warranty and your proof of purchase. If you do not have internet access, you can register your shingles by sending: (1) your name, address, and telephone number; (2) the name and contact information of the contractor who installed your shingles and the original date of installation; and, (3) the type, color and number of squares of your shingles to: CertainTeed LLC, 20 Moores Road, Malvern, PA 19355, Attn: CertainTeed Roofing Technical Services Department.

CertainTeed will register your information and mail you a confirmation number. Failure to register this warranty does NOT void the warranty or any of its terms.

### **For Your Records**

Product Purchased:	Landmark AR	Date of Installation: 02/22/2024
Roofing Contractor:	L.J. Herzberg & Sons Roofing Co.	Contractor's Telephone No. (316) 529-2222
		January 1, 2024 to December 31, 2024
(The warranty in effe	ect at the time the materia	I is originally installed is the applicable warranty.)

### **Exclusive Warranty and Limitation of Remedies**

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT OR CLEANING ALGAE-RESISTANT SHINGLES IN THE CASE OF ALGAE GROWTH AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE REASONABLE COST OF SHINGLES AND LABOR TO REPLACE OR REPAIR THE DEFECTIVE SHINGLES.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers and/or CertainTeed field representatives.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State, or Province to Province.

### **Roofing Plants and Regional Sales Office**

CertainTeed roofing products are sold by CertainTeed Roofing in nine sales regions. They are manufactured in ten residential roofing plants and one commercial roofing plant. Since the early 1900s, CertainTeed has been an innovator in the building materials industry and today is a leading manufacturer of building materials including residential and commercial roofing, vinyl siding, composite decking and railing, fiber glass insulation and vinyl fence products. The company is headquartered in Malvern, Pennsylvania, and employs more than 7,000 employees at approximately 60 manufacturing facilities throughout North America. Continuing the 100-year commitment of "Quality made certain, Satisfaction guaranteed"," CertainTeed remains one of the most trusted names in the industry. More information is available at certainteed.com.

This document is also available in Spanish and French.
Call 1-800-782-8777 or go to www.certainteed.com.
Se puede obtener este documento en español. Favor de llamar 1-800-782-8777.
Ce document est disponible en anglais et en espagnol. Composez le 1-800-782-8777.

Date

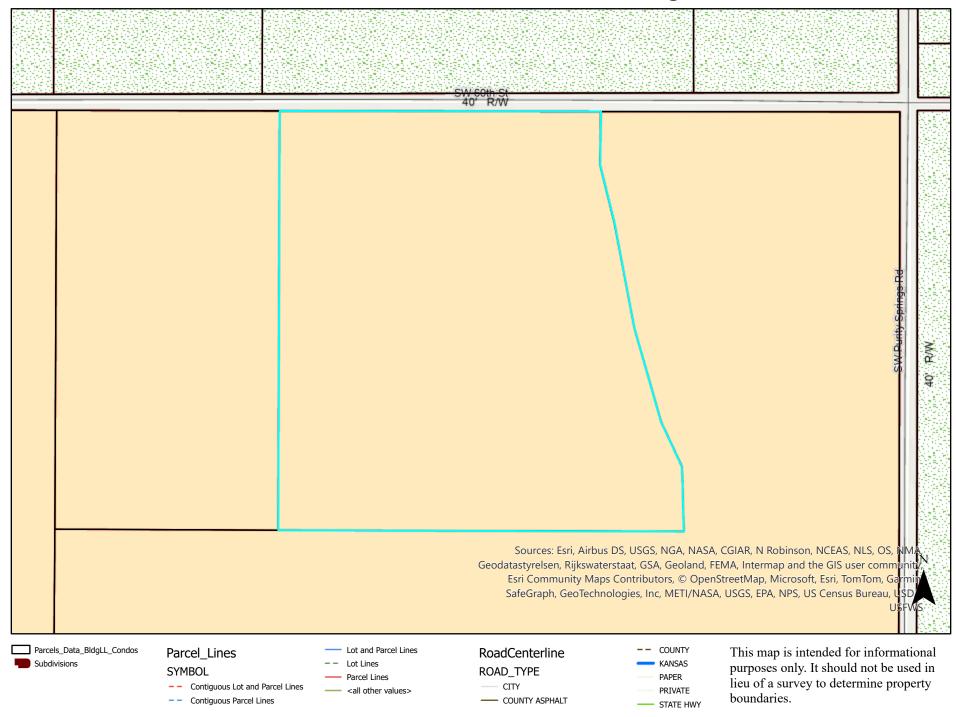
5/31/2024

To:

4309 SW 60th El Dorado, KS 67042

			Amount Due
	T	/	\$564.38
Date 05/17/2024	Transaction INV #216153. Orig. Amount \$564.38.	Amount	Balance
		564.38	564.3
Phone	# Web Si	e	Amount Due
316-262-2	)73 heartlandpro	2.40	\$564.38

# 4309 SW 60th St., El Dorado, KS 67042 - Zoning Urban Jurisdiction



## National Flood Hazard Layer FIRMette

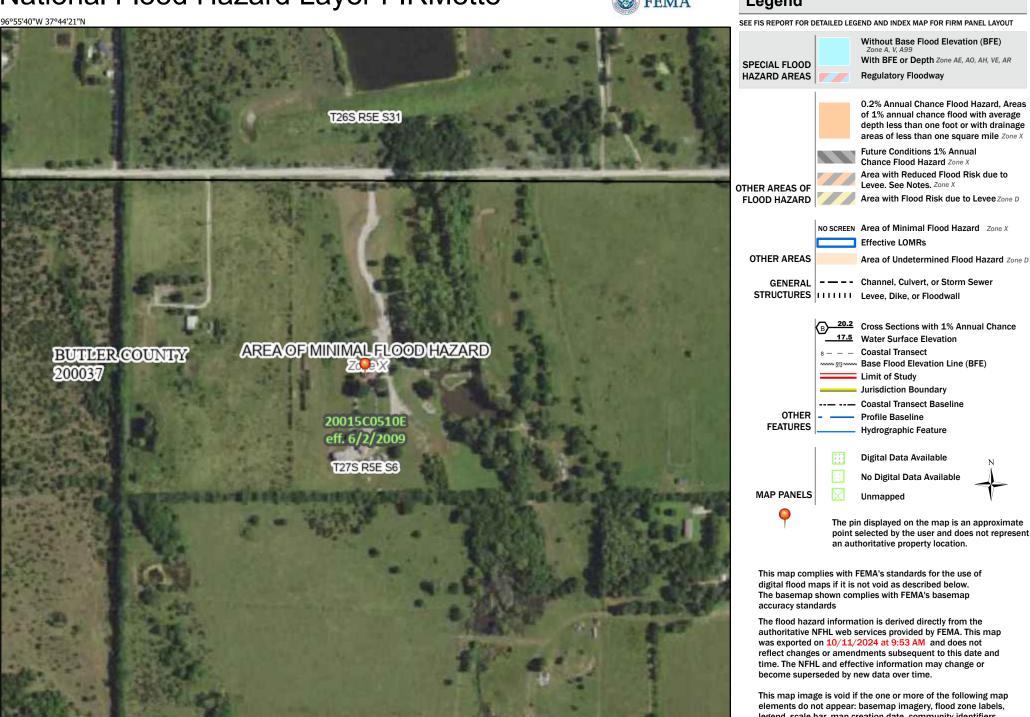
250

500

1,000

1,500





1:6,000

2,000

### Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Without Base Flood Elevation (BFE) With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X **Future Conditions 1% Annual** Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X Area with Flood Risk due to Levee Zone D NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs

STRUCTURES | LILLI Levee, Dike, or Floodwall 20.2 Cross Sections with 1% Annual Chance

**Coastal Transect** ---- 513---- Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary **Coastal Transect Baseline Profile Baseline** Hydrographic Feature

Digital Data Available No Digital Data Available Unmapped

> The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/11/2024 at 9:53 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

96°55'3"W 37°43'53"N

# 4309 SW 60th St., El Dorado, KS 67042 - Aerial



Parcel Data

BLDG LL

Subdivisions

Cemetery\_Plats

ROAD\_TYPE

— CITY
— COUNTY ASPHALT

COUNTY GRAVELKANSAS TURNPIKEPAPERPRIVATE

STATE HWY

TOWNSHIP
US HWY
<all other values>

Parcel\_Lines SYMBOL

Contiguous Lot and Parcel LinesContiguous Parcel Lines

This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.



### 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.

Licensee	Real estate company name approved by the commission
Supervising/branch broker	Buyer/Seller Acknowledgement (not required)

# GUIDE TO AUCTION COSTS | WHAT TO EXPECT

### THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (If Applicable)
- **Advertising Costs**
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (If Applicable)

### THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (If Applicable)
- Document Preparation (If Applicable)
- Notary Fees (If Applicable)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (If Applicable)
- All New Loan Charges (If Obtaining Financing)
- Lender's Title Policy Premiums (If Obtaining Financing)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (If Applicable)







