

RURAL PROPERTY ATTACHMENT TO SALES CONTRACT

SELLER: RICHARD ZARLEY _____
BUYER: _____
PROPERTY: 1674 N 1 ROAD BALDWIN CITY, KS 66006 _____

Septic (Wastewater) Inspection / Septic Pumping / Water Well Inspection:

Property is in DOUGLAS County and has a septic system (wastewater) and/or water well. All jurisdictions have different rules and regulations regarding the transfer of real estate and the inspection of septic systems (wastewater) and/or water wells.

SELLER will order a septic system (wastewater) and/or water well inspection and pay for said inspection(s). Said inspection(s) to be ordered on or before **days** (10 calendar days after contract acceptance date if left blank). All parties acknowledge that the subject inspection(s) may be conducted by the County Health Department in many jurisdictions, and as such, the inspection(s) shall be conducted at the earliest opportunity, and is subject to their rules and regulations, and availability and schedule. SELLER shall provide BUYER/BUYER's Representative with a copy of the septic system (wastewater) and/or water well inspection report(s) upon completion.

SELLER will provide access to the property for the purpose of conducting a septic system (wastewater) and/or water well test, including access to the cover of the septic tank by removing any obstructions to the tank cover. SELLER will order and pay for pumping of the septic tank, if required for the purpose of a septic system (wastewater) inspection.

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.

If the above inspection(s) reveal deficiencies, SELLER and BUYER agree to negotiate repairs independent of the timeframe, terms and conditions of Paragraph 7 of the Sales Contract attached hereto. To negotiate repairs to the septic system (wastewater) and/or water well BUYER/BUYER's Representative may deliver to SELLER/SELLER's representative written notice of deficiencies which require correction by SELLER. BUYER and SELLER will have **days** (5 calendar days if left blank) after SELLER/SELLER's Representative receipt of BUYER'S notice of deficiencies to reach a written agreement detailing the resolution of deficiencies. If the parties fail to reach an agreement to resolve said deficiencies within the aforementioned timeframe, then BUYER or SELLER may unilaterally cancel this Contract by delivering written notice to the other in the form of a Contract Cancellation Agreement (which the receiving party hereby agrees to immediately sign and return to the other) directing Escrow Agent to release all earnest monies held to BUYER. Upon execution by all parties, this Contract shall be declared null and void, and all obligations to the other shall cease.

The independent timeframes contained herein on this Rural Property Attachment for inspection of the septic system (wastewater) and/or water well, applies only to the inspection of the septic system (wastewater) and/or water well. SELLER and BUYER understand that any other inspections are subject to the timeframe, terms, and conditions of Paragraph 7 of the sales contract attached hereto.

BUYER and SELLER acknowledge above inspection(s) may not be waived if required by the lender and/or a government authority. If a septic system (wastewater) and/or water well inspection is not required by lender or a government authority, BUYER is advised to consider an independent inspection of the septic system (wastewater) and/or water well.

Water Rights / Rural Water District Meter Rights and Transfer Certificates: It is the BUYER'S responsibility to verify that the water rights, and rural water district meter rights/ownership, are available and transferrable for the subject property. If a rural water meter is assigned to the SELLER/Property, the BUYER should verify their rights to have the meter/meter rights transferred to BUYER. SELLER agrees to execute any necessary documents to transfer or assign any ownership rights in the water meter or water rights of the subject property. Any cost to transfer or assign ownership rights shall be paid by (BUYER/SELLER).

Propane Tank / Remaining Fuel Pro-ratio: If SELLER is the owner of the existing propane tank, then ownership of the propane tank shall pass to the BUYER at Closing. If the Propane Tank is leased, BUYER shall assume said lease at Closing, unless otherwise stated.

Whether tank is owned or leased, BUYER shall pay SELLER for any remaining fuel in the tank that will transfer to BUYER at closing, with pro-rated amount based upon SELLER'S documentation of the most recent billing cost for fuel.

 SELLER DATE

 BUYER DATE

 SELLER DATE

 BUYER DATE